

SALES TERMS AND CONDITIONS

Credit. You ("Buyer") must establish an account with Ingram Micro Inc., a Delaware corporation ("Ingram") in accordance with Ingram's requirements and as a condition of placing an order. These terms and conditions ("Sales Terms"), as published on Ingram's Web site located at www.ingrammicro.com ("Ingram Website") at the time of sale, govern all purchases of products and services ("Products") by Buyer from Ingram. Payment terms are specified when Buyer's account is established and are subject to change from time to time. Ingram has the right to modify, increase, decrease or terminate Buyer's credit privileges and terms at any time without prior notice to Buyer. Ingram's then-current service charge will be charged on all past due balances commencing on the date payment is due. Buyer may not deduct any amounts owing from any invoice. Buyer's obligation to make timely payment is a material element of these Sales Terms and if breached will cause Ingram damage. Buyer is responsible for all costs of collection including reasonable attorneys' fees.

Orders. Buyer orders are offers to purchase Products subject to these Sales Terms. Ingram may decline any order for any reason. Ingram's acceptance of Buyer's order is limited to these Sales Terms without any modification, or exception. Additional terms and conditions on any Buyer document will have no effect i.e. will not change or add to these Sales Terms whether or not Ingram specifically objects to those terms and conditions. These Sales Terms may only be modified by a written agreement signed by Buyer and an authorized Ingram representative. Buyer, on behalf of itself and the customer for whom the Product is purchased, consents to the transfer of Buyer's and customer's email addresses, when such transfer is required to complete a transaction. Buyer will not disclose any confidential information when ordering from Ingram. Buyer will protect the confidentiality of its account number(s) and password(s) and not transfer them to any third party. Buyer may only place orders via any Ingram-approved ordering method by using Buyer's account number. Ingram has no obligation to confirm the validity of any order placed or the authority of the person placing an order in this manner. Buyer bears all risk of unauthorized purchases by third parties using Buyer's account number or password. Orders for non-standard products including products configured to Buyer's specifications are non-cancelable and non-returnable. Buyer may not change, cancel or reschedule any orders without Ingram's written consent.

Price. Quoted prices are subject to change without notice and, unless specifically included in a quote or invoice, do not include any taxes, handling, shipping, transportation, duties or other charges or fees. Buyer is responsible for all applicable fees and all federal, state, municipal, and other government taxes on the sale and delivery of Products. Exemption certificates, valid in the place of delivery, must be presented to Ingram prior to shipment if they are to be honored. Ingram's acceptance of Buyer's order occurs at time of shipment, except for non-standard products.

Shipment. Shipment and transportation charges will be in accordance with Ingram's shipping policy at the time of shipment. Title and risk of loss transfer to Buyer upon delivery of Products to the carrier. If Buyer directs Ingram to bill transportation to a third-party account number or to ship 'freight collect', Buyer is responsible for all transportation and accessorial charges associated with the order, and is responsible for product loss and damage in transit claims with the Buyer's carrier. Ingram is not liable for any Buyer requirements not stated in these Sales Terms. Within three days of delivery Buyer must provide detailed notification to Ingram of any visible damage. Buyer will notify Ingram of any claimed shortages or discrepancies within 30 days of invoice or waives its right to such claim.

Returns. Buyer must obtain a valid return authorization number ("RMA") from Ingram for all returns prior to returning Product. Ingram has no obligation to issue RMAs. Buyer is responsible for ensuring that the RMA is clearly visible on the address label of the Product packaging and for complying with all other Ingram requirements provided to Buyer when the RMA is issued. Ingram may refuse delivery of any package without a valid, clearly visible RMA. Credit, if any, will be provided for Product returned in accordance with Ingram's return policies at the time the RMA was issued, provided Buyer is not in breach of any of these Sales Terms. If Buyer returns any Products without Ingram's authorization or does not comply with Ingram's return requirements, those Products may be subject to return to the shipping location and, if refused, Ingram may consider the Products abandoned and dispose of them, without crediting Buyer's account.

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INGRAM IS NOT RESPONSIBLE FOR AND HAS NO DUTY TO DEFEND, INDEMNIFY, OR HOLD HARMLESS BUYER, ITS AFFILIATES OR ANY OTHER PARTY, FROM OR AGAINST ANY CLAIMS FOR BREACH OF SECURITY, LOSS OF DATA, OR INFRINGEMENT OF INTELLECTUAL PROPERTY RIGHTS RELATED TO THE MANUFACTURE, SALE OR USE OF THE PRODUCTS BY INGRAM OR ITS VENDORS. Buyer warrants that it has all necessary legal rights to all intellectual property provided by Buyer to Ingram. BUYER WILL INDEMNIFY, DEFEND AND HOLD HARMLESS INGRAM AND ITS VENDORS FROM AND AGAINST ANY CLAIM, DEMAND, LIABILITY, COST OR EXPENSE ARISING FROM: (A) BUYER'S USE, MARKETING, DISTRIBUTION OR SALE OF PRODUCTS IN A MANNER OTHER THAN AS SPECIFIED IN PRODUCT/SERVICE DESCRIPTIONS OR SPECIFICATIONS; (B) INGRAM'S OR ITS VENDOR'S COMPLIANCE WITH DESIGNS, SPECIFICATIONS, OR INSTRUCTIONS PROVIDED BY BUYER; OR (C) BUYER'S BREACH OF THESE SALES TERMS.

Limitation of Liability. Ingram will have no liability for failure to allocate or reserve any Product for Buyer or for failure to deliver Products within a specified time period. BUYER AGREES THAT INGRAM'S LIABILITY FOR DAMAGES ARISING UNDER THESE TERMS AND CONDITIONS, WHETHER IN CONTRACT, TORT, OR OTHERWISE, WILL BE LIMITED TO ACTUAL, PROVEN, DIRECT DAMAGES AND WILL NOT EXCEED THE NET AMOUNT PAID TO INGRAM BY BUYER FOR THAT PRODUCT OR SERVICE WHICH IS THE SUBJECT OF THE CLAIM. EXCEPT FOR INDEMNITY OBLIGATIONS AND BREACHES OF CONFIDENTIALITY, IN NO EVENT WILL EITHER PARTY BE

LIABLE FOR INDIRECT, SPECIAL, PUNITIVE OR CONSEQUENTIAL DAMAGES, INCLUDING, BUT NOT LIMITED TO LOSS OF GOOD WILL, LOSS OF ANTICIPATED PROFITS, LOSS OF DATA OR SECURITY BREACH OR OTHER ECONOMIC LOSS ARISING OUT OF OR IN CONNECTION WITH BREACH OF, OR FAILURE TO PERFORM IN ACCORDANCE WITH THE SALES TERMS, OR ANY PRODUCTS OR INFORMATION, EVEN IF NOTIFICATION HAS BEEN GIVEN AS TO THE POSSIBILITY OF THOSE DAMAGES. THE PARTIES EXPRESSLY WAIVE ALL CLAIMS FOR THOSE DAMAGES.

Compliance. Ingram and Buyer agree to abide by all laws and regulations applicable to the performance of their respective obligations under these Sales Terms. Neither party has made, and will not make, any direct or indirect payment, offer to pay, or authorization to pay, any money, gift, promise to give, or authorization of the giving, of anything of value to any government official, or the immediate family of any such official, for the purpose of influencing an act or decision of the government or such individual in order to assist, directly or indirectly, Buyer or Ingram in obtaining or retaining business, or securing an improper advantage. If Buyer delivers the Products to its customer who may use the Products outside the United States, Buyer will advise its customer that the Products are controlled for export by the U.S. Department of Commerce and that the Products may require authorization prior to export from the United States or re-export.

Restrictions. Buyer may not alter or modify the Products in any way or combine the Products with any other product or material not authorized by Ingram and the applicable Product Vendor. All Products delivered to Buyer may have additional restrictions on their distribution or use. Buyer is solely responsible for ensuring its adherence to any and all such restrictions.

Relationship. Buyer and Ingram are independent contractors. Nothing stated in these Sales Terms will be construed as creating the relationship of employer/employee, franchisor/franchisee, partners or principal/agent between the parties. Neither party will make any warranty, guarantee or representation, whether written or oral, on the other party's behalf.

Governing Law. These Sales Terms (and any agreement into which they are incorporated) will be construed, interpreted and enforced exclusively under and in accordance with the laws of the State of California, excluding its conflicts of law rules. The parties agree to and submit to personal jurisdiction and venue in the State and Federal courts of Orange County, California or Erie County, New York, or the United States District Court at Santa Ana, California. The United Nations Convention on Contracts for the International Sale of Goods does not apply to these Sales Terms.

Notices. All notices, requests, demands, and other communications must be in writing and may be given by (i) personal delivery, (ii) registered or certified mail, return receipt requested, or via nationally recognized courier services to the party at the address of the party, at its official corporate address, or (iii) email to legalservna@ingrammicro.com subsequently to be confirmed in writing (including by email). Notices to Ingram will be sent to: Ingram Micro Inc., 1600 E. St. Andrew Place, Santa Ana, CA 92705, Attn: Legal Department.

Publicity. Except for any announcement intended solely for internal distribution by either party or any disclosure required by legal, accounting, or regulatory requirements, all media releases, public announcements, or public disclosures by either party or its employees or agents relating to these Sales Terms, the relationship between Ingram and Buyer, or including the marks of the other party or any affiliate of that party, must be approved in writing by the other party prior to release.

Assignment. Buyer may not assign or delegate its rights or duties under these Sales Terms, by operation of law or otherwise, in whole or in part, without the prior written consent of Ingram. Any change of control of Buyer will be deemed an assignment. Any attempted assignment without that consent will be null and void without any force or effect.

Validity. If any provision of these Sales Terms is held to be unenforceable, the enforceability of the remaining provisions will not in any way be affected. Failure or delay of either party to exercise a right under these Sales Terms will not operate as a waiver, nor will any single or partial exercise of a right preclude any other future exercise of that right. The parties agree to use electronic signatures and that their respective electronic signatures will be legally enforceable.

U.S. Government. Ingram is a distributor of Commercial Items as defined in FAR 2.101. Only those FAR and DFAR clauses which are required to be inserted in subcontracts for Commercial Items and which the Vendor has agreed to will apply to these Sales Terms.

Survival. No termination of these Sales Terms will affect any rights or obligations of either party: (i) which are vested pursuant to these Sales Terms as of the effective date of such termination; or (ii) which, by their sense and context are intended to survive completion of performance or termination of these Sales Terms, including, without limitation, Confidentiality, Warranties / Indemnities, and Limitation of Liability, all of which will survive.

Entire Agreement; Amendment. These Sales Terms are intended to be the sole and complete statement of the obligations and rights of the parties as to all matters covered hereunder, and supersede all previous understandings, agreements, negotiations and proposals relating thereto. These Sales Terms may only be amended by written agreement of Buyer and Ingram.