

Ingram Micro Purchase Order Terms and Conditions

All purchases for non-inventory goods or services made by Ingram Micro Inc. or any of its affiliated entities (“**Ingram Micro**” or “**Buyer**”) are valid only by use of a purchase order or similar agreement, whether oral or written, (“**Order**”) which Order shall be subject to these terms and conditions (“**Agreement**”).

By accepting any Order and except as otherwise stated in this Agreement, the party providing products or services pursuant to the Order (“**Supplier**”) agrees to this Agreement.

1. ACKNOWLEDGMENT AND ACCEPTANCE OF ORDER: Any Order issued under this Agreement becomes a binding contract with Supplier when accepted by (a) written acknowledgement, (b) commencement of performance, (c) shipment of goods, or (d) receipt of goods, whichever is earliest. Any different or additional items or conditions in any Supplier quotation, acknowledgement, notice or invoice are void. This Agreement applies to the purchase of materials, items, products, components or services (“**Material**”). All exhibits, attachments, technical specifications, drawings, notes, instructions, or information referenced in any Order are incorporated in such Order by reference. This Agreement controls unless expressly varied or contradicted by a current existing purchase agreement signed between Buyer and Supplier to which the Order applies. All other prior oral or written statements varying an Order are specifically rejected and disclaimed.

2. CHANGES/AMENDMENTS: Buyer has the right at any time, by written notice, to make any changes it deems necessary, including, without limitation, changes in specifications, design, delivery, testing methods, packing or destination. If any such required changes cause an increase or decrease in the cost of or the time required for performance, an equitable adjustment will be made in the Order price or delivery schedule, or both. Any claim by Supplier for adjustment under this clause is deemed waived unless asserted in writing within 10 days from receipt by Supplier of notice of the change. Price increases, extensions of time for delivery and change in quantity will not be binding on Buyer unless made in writing and signed by Buyer.

3. DELIVERY/FORCE MAJEURE: If any Material is not delivered by the date specified in an Order, Buyer reserves the right, without liability, to cancel the Order as to any Material not yet shipped or tendered, and to purchase substitute Material and to charge Supplier for any loss incurred. Oral cancellation notices, made by Buyer or Supplier, are effective when made, but must be confirmed in writing. Any provisions in this Agreement for delivery by installment will not be construed as making the obligations of Supplier severable. Buyer has the right to refuse deliveries made more than one week in advance of any delivery schedule appearing in an Order unless arrangements for such early delivery have been confirmed with the receiving party. Supplier will notify Buyer in writing promptly of any delays, however caused, and of any actual potential labor dispute which delays or threatens to delay the timely performance of an Order. If Supplier is unable to complete performance at the time specified for delivery on an Order, by reason of strikes, labor disputes, riot, war, fire, terrorist attack, or other causes beyond Supplier's reasonable control, Buyer, at its option, may elect to take delivery of Material in its unfinished state and to pay such proportion of the price as the work then completed bears to the total work and to cancel the Order without liability as to the balance of the Material.

4. TITLE AND RISK OF LOSS: Terms of shipping are FOB Buyer's delivery location unless otherwise noted within the terms and conditions of the Order.

5. PRICE/TAXES/INVOICING/PAYMENT: The Material will be furnished at the price set forth on the face of the Order in U.S. Dollars unless otherwise stated in the Order. Prices stated on the Order are firm and will remain firm until deliveries have been completed unless otherwise expressly agreed to in writing by both parties. Supplier agrees that any price reduction made with

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respect to Material covered by an Order subsequent to placement will be applied to the Order. Buyer will not be held liable for typographical errors and may amend pricing, prior to receipt of an invoice, to conform to any subsequent pricing agreements entered into with Supplier. All prices specified in an Order include all charges for delivering the Material in accordance with the Order, including without limitation, inspection, packaging, and shipping. After each delivery of Material pursuant to an Order Supplier will send invoices including item number to Buyer's designated accounts payable address. A duplicate invoice will be provided directly to Buyer upon request. If reimbursable expenses, approved in advance by Ingram Micro, are included, the invoice will identify each expense specifically, including purpose and documentation of each expense. Ingram Micro agrees to reimburse Supplier for reasonable travel, living and related expenses incurred by Supplier in accordance with the Ingram Micro Travel & Expense Reimbursement Policy, which may be modified from time to time and can be found in this link https://corp.ingrammicro.com/en-us/become_partner/become_supplier. Payment of an invoice does not constitute acceptance of Material ordered and will be subject to appropriate adjustment, if Supplier failed to meet an Order's requirements. Payment will be due and payable 60 days after receipt by Buyer of an accurate and undisputed invoice for the Order at issue.

6. WARRANTIES: Supplier warrants that any Material supplied pursuant to an Order conforms to the generally recognized manufacturing and safety standards of Supplier's industry and meets or exceeds Supplier's specifications on performance as detailed in Supplier's brochures, sales literature and other specifications as may be available to Buyer. In addition to any other express or implied warranties, Supplier warrants that the Material furnished pursuant to an Order is: (a) free from defects in title, workmanship and material; (b) free from defects in design except to the extent that such items comply with detailed designs provided by Buyer; (c) of merchantable quality and suitable for the purposes, if any, which are stated on the Order. If any material covered by an Order is defective or found not to be as warranted or does not otherwise conform to the Order's requirements, Buyer may, by written notice to Supplier: (a) rescind the Order as to such non-conforming Material; (b) accept such Material at an equitable reduction in price; (c) reject such non-conforming Material and require the delivery of suitable replacements. If Supplier fails to deliver suitable replacements promptly, Buyer, with notice of five business days, may replace or correct such Material and charge Supplier the additional cost incurred by Buyer, or terminate the Order for default. Any items corrected or furnished in replacement are subject to all the provisions of this section entitled WARRANTIES to the same extent as items initially furnished or originally ordered. Cost of replacement, rework, inspection, repackaging and transportation of such corrected Material will be at Supplier's expense. This warranty provision will survive any inspection, delivery, acceptance, payment, expiration or earlier termination of this Order and such warranties will run to Buyer, its successors, assigns, employees, and users of the Material. Nothing herein, however, will limit Buyer's rights in law or equity for damages resulting from delivery of defective Material or damage caused during the delivery or provision of Material.

7. INSPECTION AND ACCEPTANCE: Supplier will inspect all Material prior to shipment to Buyer. All Material covered by an Order may be inspected and tested by Buyer or its designee. If Buyer elects to inspect or test, successful completion of such inspection and testing will be a prerequisite to Buyer's acceptance of the Material. If deemed necessary by Buyer, Supplier will provide without charge, all reasonable facilities and assistance for such inspection and test. Any inspection records relating to Material covered by an Order will be available to Buyer during the performance of the Order and for such longer periods as specified by Buyer. In accordance with the requirements in the section entitled WARRANTIES, if Supplier fails to deliver suitable replacements promptly, Buyer, with notice of five business days, may replace or correct such Material and charge Supplier the additional cost incurred by the Buyer, or terminate the Order for default. No inspection (including source inspection) test, approval (including design approval) or

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acceptance of Material shall relieve the Supplier from responsibility for defects or other failures to meet the requirements of an Order.

8. BUYER'S PROPERTY IN SELLER'S POSSESSION: All property furnished to Supplier by Buyer or specifically paid for by Buyer for use in the performance of an Order becomes and remains the property of Buyer; is subject to removal at any time upon Buyer's demand; will be used only in filling Orders for Buyer; will be maintained in good order and condition and will be clearly identified as the property of Buyer. Supplier assumes all liability for loss or damage to such property.

9. INTELLECTUAL PROPERTY INDEMNITY: Supplier agrees to indemnify, hold harmless and defend Buyer, its associates, directors, officers, and employees, with respect to all claims, suits, actions and proceedings of actual or alleged infringements of any letter, patent, registered or industrial design, trademark or trade name, trade secret, copyright or other protected right in any country resulting from any sale, use, marketing or manufacture of any Material delivered and to pay and discharge all associated judgments, decrees, and awards rendered and bear all expenses and legal fees (including Buyer's). Buyer reserves the right to be represented in any such action by its own counsel at its own expense. In the event of any such claim regarding the Material, upon demand by Buyer, Supplier will pay to Buyer a pro rata refund of any amounts paid by Buyer for the Material for such future period when Buyer may not use or have the benefit of the Material.

10. GENERAL INDEMNITY: Supplier will indemnify, defend, and hold Buyer and its officers, directors, employees and associates harmless from and against any and all liabilities, damages, fines, penalties, costs, claims, interest and expenses (including costs of defense, settlement, and reasonable attorney fees) that arise from claims, allegations, actions, causes of action, adjudications, or suits by third parties to the extent attributable to: (a) negligent or willful misconduct of Supplier or its employees, agents or subcontractors; or (b) violations of any federal, state, provincial, or local law, statute, regulation, rule, ordinance, order, or government directive by Supplier or any person engaged by Supplier to provide Material, including, without limitation, those relating to the environment or public health. This indemnification obligation will apply to claims, liabilities, losses, fines, reasonable attorney fees and other expenses.

11. ASSIGNMENT/SUBCONTRACTING: Supplier agrees that it will not assign the rights of an Order without the prior written consent of Buyer nor will it subcontract work hereunder to a third party without the prior written consent of Buyer, which consent will not be unreasonably withheld. In the event of assignment or subcontracting by Supplier without such consent Supplier agrees that such act of assignment or subcontracting will be void.

12. CANCELLATION: Buyer may cancel an Order in whole or in part, for its convenience and without cause and without penalty, upon written notice by fax, email or overnight signature required mail to Supplier, effective when sent, provided such notice is sent at least 10 business days prior to the delivery date specified on the face of the Order or within three business days of order placement. Buyer may cancel an Order in whole or in part at any time for cause upon written notice by fax, email or overnight signature required mail to the Supplier, effective when sent, in the event that Supplier: (a) fails to comply with any term or condition of the Order including, without limitation, delivery terms; (b) appoints a receiver, liquidator or trustee in bankruptcy or other similar officer over any or all of its property or assets; (c) files a voluntary petition in bankruptcy; (d) has had filed against it an involuntary petition in bankruptcy which remains in effect for 30 days; (e) voluntarily ceases trading; (f) merges with or is acquired by a third party; or (g) assigns any of its rights or obligations under the Order to a third party without Buyer's advance written consent. In addition to any remedies which Buyer may have in law or in equity, Buyer may also cancel an Order or any outstanding deliveries by notifying Supplier in writing of such cancellation

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and Supplier will transfer title and deliver to Buyer any work in progress or completed material as may be requested by Buyer. Buyer will have no liability to Supplier beyond payment of any balance owing for Material purchased and delivered to and accepted by Buyer prior to Supplier's receipt of a notice of termination, and for work in progress requested for delivery to Buyer.

13. RESCHEDULING: Buyer may without liability, at least 14 days prior to the scheduled delivery date appearing on an Order, defer delivery on any or every item under the Order by giving oral notice to Supplier (confirmed in writing within 10 days) of any necessary rescheduling.

14. CONFIDENTIALITY: All information obtained by Supplier from Buyer in connection with an Order, including, without limitation, any specifications, drawings, blueprints, plans, sketches and software programs, remains the property of Buyer, and will be used by Supplier only to the extent expressly agreed on and necessary for performance of the Order and will not be disclosed to any third parties without the prior written consent of Buyer. All transactions between Buyer and Supplier will be treated as confidential. Supplier, without express written permission from Buyer, will not make any news release, public announcement, denial or confirmation of any dealings Supplier has with Buyer, including, without limitation, the existence of an Order or using confidential information in advertisements or sales literature. Supplier will not use any trademark, service mark, trade name, logo or the like, of Buyer without the express written consent of Buyer.

14.1 Data Protection and Privacy. If Supplier is provided access to any information about an identified or identifiable individual, whether an Ingram Micro employee, customer, vendor or other business partner (collectively "Personal Data"), Supplier agrees to maintain an appropriate data protection and privacy program in compliance with local, state, federal and international laws, including, but not limited to, the European Union General Data Protection Regulation, California Consumer Privacy Act, and Brazil's General Data Protection Law. Supplier agrees and acknowledges that Supplier and its subcontractors will abide at all times by the terms set form in Ingram Micro's Data Processing Agreement, which may be updated from time to time in Ingram Micro's sole discretion, and can be found at https://corp.ingrammicro.com/en-us/become_partner/become_supplier.

14.2 Cybersecurity Agreement. Supplier agrees and acknowledges that Supplier and its subcontractors will abide at all times by the terms set forth in Ingram Micro's Cybersecurity Agreement, which may be updated from time to time and can be found at <https://ingrammicro.link/Ingram-Cybersecurity-Agreement>.

15. SHIPPING, PACKAGING AND LABELING: All Material purchased hereunder must be packed and packaged to ensure its safe delivery in accordance with good commercial practice and where incorporated, Buyer's packaging specification. Supplier will mark on all containers, handling and loading instructions, shipping information, part number, purchase order number and item number, quantity in box, shipment date, and names and addresses of Supplier and Buyer. An itemized packing list must accompany each shipment. Each packing slip will include; the Order number, quantity, item description, order date, shipping date and delivery address, but will not include pricing information. All shipments of hazardous materials under an Order must comply with current applicable regulations such as those of the U.S. Department of Transportation (DOT), and the labeling must comply with the current applicable regulations such as those of the U. S. Occupational Safety and Health Administration (OSHA). Material Safety Data Sheets (MSDS) must be supplied with the first shipment of all hazardous materials, and these sheets must be resubmitted if any changes or updates, as required, are made.

16. INDEPENDENT CONTRACTOR: Supplier will perform the obligations of any Order as an independent contractor and under no circumstances will it be considered an agent or associate of

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Buyer. This Agreement are not to be interpreted in any way as to create a partnership or any other kind of joint undertaking or venture between Buyer and Supplier. Supplier expressly waives any and all rights, which may or may not exist, to claim any relief under Buyer's comprehensive insurance policy, worker's compensation or unemployment benefits.

17. CONTRACTOR SAFETY RULES: At all times, while on Buyer's property, Supplier will comply with Buyer's contractor safety rules, which are available from Buyer upon request.

18. STANDARDS OF CONDUCT: Supplier agrees that it and/or its designated employee(s) will observe and fully obey all rules and regulations of conduct of Ingram Micro. Supplier agrees to comply with Ingram Micro's Supplier Code of Conduct, which may be modified from time to time and can be found at https://corp.ingrammicro.com/en-us/become_partner/become_supplier. Supplier must reassign its employees, agents and subcontractors working on Buyer's premises if any such personnel are considered to be disruptive, dangerous, incompetent, or otherwise noncompliant with Ingram Micro's Supplier Code of Conduct, reasonable conduct guidelines and Buyer's policies and procedures. At Buyer's request, Supplier will distribute publications supplied by Buyer regarding Buyer's policies, practices, and procedures. Supplier agrees to be bound by the terms of Buyer's Cybersecurity Agreement, Supplier's Data Processing Agreement, and any other conduct, privacy or operational requirements presented to Supplier by Buyer.

19. SET-OFFS: Buyer has the right at any time to set-off any amounts due to Supplier (or any of its employed or affiliated companies) against any amounts owed by Buyer with respect to any Order or any subsequent Order or any other contractual agreement between the parties unless such set-off violates local law or regulations. Supplier will not engage in set-off or deduction unless agreed to in writing by Buyer.

20. INSURANCE: REQUIREMENTS OF ALL POLICIES

a) Prior to performance of services and the entry of any of its Material, employees, suppliers, subcontractors, or agents into any Ingram Micro facility as permitted under this Agreement, Supplier will, at its own expense, at all times during the term of this Agreement provide and maintain in effect those insurance policies and limits of coverage as set forth below and any other insurance required by law in any country, state, nation or territory where Supplier provides Material under this Agreement, with insurance companies with an A.M. Best's Insurance Rating of A:VIII or better or as otherwise acceptable to Ingram Micro, and will comply with all those requirements as stated herein. In no way do these requirements limit the liability assumed elsewhere in this Agreement, including but not limited to Supplier's defense and indemnity obligations.

b) Supplier's insurance will be **primary to and noncontributory** with all other insurance maintained or otherwise afforded to Ingram Micro, its officers, directors, employees and agents.

c) Supplier's insurance will include Ingram Micro, its subsidiaries and affiliates, and their respective officers, directors, shareholders, employees, and agents as **additional insureds** to the extent their interests may appear on their General Liability, Automobile Liability, Umbrella Liability, and Professional Liability insurance policies.

d) Except where prohibited by law and the required Crime Insurance, Supplier and its respective insurers **waive all rights of recovery or subrogation** against Ingram Micro, its officers, directors, employees, agents, and insurers.

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e) In the event Supplier uses the services of **subcontractors** to perform services contemplated hereunder, Supplier will require from or provide for all subcontractors the same insurance requirements detailed below.

f) If an insurance policy required under this Agreement is written on a **claims-made** basis, then Supplier will continue to maintain such insurance for two (2) years following completion of and acceptance of the Material by Ingram Micro.

20.1 Required Insurance Coverage

a) **Workers' Compensation Insurance.** Supplier will carry Workers' Compensation insurance as required by, and in accordance with the provisions of, any applicable law or regulation of the nation, state, territory or province having jurisdiction over Supplier's employees. Employer's Liability insurance will be provided with a limit of \$1,000,000.

b) **Commercial General Liability Insurance.** Supplier will carry Commercial General Liability insurance covering all operations by or on behalf of Supplier arising out of or connected with this Agreement providing insurance for bodily injury, property damage, personal injury and advertising injury and contractual liability, as those terms are defined by Commercial General Liability insurance policies, with a limit of \$1,000,000 each occurrence and \$2,000,000 in the aggregate.

c) **Automobile Liability Insurance.** If Supplier will be onsite at any Ingram facility at any point in time, then Supplier will carry Comprehensive Business Automobile Liability insurance, including bodily injury and property damage for vehicles with limits not less than those required by law, regulation, or statute where services are to be provided hereunder or \$1,000,000, whichever is greater.

d) **Umbrella/Excess Liability Insurance.** Supplier will carry Umbrella Liability and/or Excess Liability insurance with a limit of \$10,000,000 per occurrence in excess of the limits provided by the Employer's Liability, Commercial General Liability, and Automobile Liability insurance policies. Such insurance must provide for contractual liability coverage, and cross liability coverage.

e) **Professional Liability (Errors & Omissions) Insurance.** If Supplier will provide professional services and/or technology products, then Supplier will carry insurance for professional liability, including but not limited to coverage for errors and omissions in the performance of professional services under this Agreement, with a limit of \$5,000,000 per occurrence or per claim and \$10,000,000 in the annual aggregate.

f) **Cyber Risk (E-Commerce or Internet Security) Insurance.** If Supplier will provide professional services and/or technology products, then Supplier will carry insurance for e-commerce that covers the following risks: (a) liability arising from theft, dissemination and/or use of Confidential Information stored or transmitted in electronic form, and (b) liability arising from the introduction of a computer virus into, or otherwise causing damage to, a customer's or third person's computer, computer system, network or similar computer-related property and the data, software and programs stored thereon. Such insurance will be maintained with a limit of \$5,000,000 per occurrence or per claim.

g) **Crime (Fidelity) Insurance.** If the Supplier will have access to or will be handling money, securities, bank account information, customer account information or similar sensitive information, Supplier will carry insurance for loss or damage arising out of or in connection with

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any fraudulent, dishonest or unauthorized acts, including but not limited to forgery or alteration of documents or computer records, committed by the employees or subcontractors of Supplier, whether acting alone or in collusion with others, including but not limited to the property, funds, or negotiable instruments of others with a limit of \$2,000,000.

20.2 Certificates of Insurance

a) Within ten (10) days after acceptance of an Order and after renewal or replacement of coverage for the duration of the Agreement, Supplier will provide Ingram Micro with Certificates of Insurance (COI) evidencing the required coverage.

b) Such certificates will specifically confirm Ingram Micro's primary and non-contributory status, additional insured status, and the required waiver of subrogation. Supplier's failure to provide certificate of insurance in compliance with the insurance requirements herein, or Ingram Micro's failure to receive certificates, will not limit or relieve Supplier of its obligation to comply with the requirements set forth above or constitute a waiver of the requirements herein.

c) The COI will include the following language in the *DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES* section:

*This insurance will be **primary and non-contributory**. Ingram Micro is named as an **additional insured** with respect to General Liability, Auto Liability, Umbrella Liability, and Professional Liability. Workers' Compensation, General Liability, Auto Liability, Umbrella Liability, Professional Liability and Cyber Liability will contain a **waiver of subrogation** in favor of Ingram Micro.*

d) The COI will name Ingram Micro as the certificate holder:

Ingram Micro Inc.
3351 Michelson Drive, Suite 100
Irvine, California 92612

21. WAIVER: Buyer's failure to insist in any instance upon the strict performance of any of the Terms, or to exercise any right or privilege granted to Buyer in this Agreement will not constitute or be interpreted as a waiver of any of this Agreement or any provision or right and the same will continue in force.

22. NOTIFICATION OF HAZARDOUS MATERIAL: Supplier agrees to notify Buyer of any inherent hazard related to the Material being purchased that would expose the hazard during handling, transportation, storage, use, resale, disposal or scrap. That notice will be sent to Buyer's contact person and will specify the product name and part number, the nature of the hazard, proper precautions that must be undertaken by Buyer or others and any additional information that Buyer should reasonably expect to know to protect its interest.

23. COMPLIANCE WITH LAWS: Supplier also agrees to comply with all applicable federal, state, provincial, county, and local laws, ordinances, regulations and codes. Whether or not Buyer provides a specification, if Material or containers furnished by Supplier are required to be constructed, packaged, labeled or registered in a prescribed manner, Supplier will comply with all applicable federal, state, provincial, county and local laws, ordinances, regulations and codes.

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Supplier represents that the fulfillment of the Order is permitted under the applicable laws and Supplier has all required licenses, permits, authorizations or registrations and is otherwise fully qualified under the applicable laws and regulations to perform its obligations.

Supplier agrees to promptly inform Buyer of anything that it is asked to do under each Order which will violate this section or any pertinent laws, regulations or government orders and will provide Buyer timely notice of any change in any such laws, regulations or government orders that come to its attention that may affect either party's performance of its obligations under each Order.

Supplier represents that the information about Supplier provided to Buyer prior to the Order is current, complete and accurate as of the date of such Order and Supplier shall immediately inform Buyer on any change to such information.

24. MANDATORY CLAUSES REQUIRED UNDER GOVERNMENT CONTRACTS OR SUBCONTRACTS: If a government contract number is shown on the face of an Order, clauses contained in the current issue of the Federal Acquisition Regulations (FAR) and supplements, which the government makes mandatory for a contractor under a government contract to include in its subcontracts, will apply to such Order.

25. REPRODUCTION OF DOCUMENTATION: Buyer has the right at no additional charge to use, reproduce or incorporate all or portions of Supplier's literature such as operating and maintenance manuals, technical publications, prints, drawings, training manuals and other similar supporting documentation and sales literature. Supplier agrees to timely notify Buyer in writing of any updated information relative to the foregoing literature and documentation.

26. NON-EXCLUSIVITY: The parties understand and agree that neither this Agreement nor any Order creates rights or obligations of exclusivity inuring to the benefit of Supplier. Nothing in this Agreement or in any Order will limit Buyer's right to, at all times, purchase Material from other suppliers.

27. AUDIT RIGHTS: Buyer has the right at any reasonable time to examine all relevant documents, records, materials, goods, and equipment in the possession or under the control of Supplier that relate to any of Supplier's obligations under any Order and this Agreement. Supplier agrees to cooperate in any such audit requested by Buyer.

28. GOVERNING LAW: This Agreement, all Orders and the relationship of the parties will be governed by and interpreted in accordance with the laws of the State of California without regard to rules of conflicts of laws. Venue for any proceedings to enforce an Order will be in the state or federal courts in Orange County, California, and each party consents to exclusive personal jurisdiction of such courts. The United Nations Convention on Contracts for the International Sale of Goods will not apply to this Agreement.

29. LIMITATION OF LIABILITY: IN NO EVENT WILL BUYER BE LIABLE FOR SPECIAL, INCIDENTAL, PUNITIVE OR CONSEQUENTIAL DAMAGES, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES AND BUYER'S LIABILITY UNDER ANY ORDER WILL NOT EXCEED THE COST PAID OR PAYABLE BY BUYER FOR THE MATERIAL PURCHASED UNDER SUCH ORDER.