

# TD SYNEX CLOUD SERVICES PLATFORM TERMS AND CONDITIONS OF USE

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This Terms and Conditions of Use (“Terms and Conditions” or “Agreement”), sets forth the rules and conditions of use for the **CLOUD SERVICES PLATFORM (“SIE”, “StreamOne” or “Platform”)**, developed and provided by **TD SYNEX Contracting Party** specified on the Exhibit A of this Terms and Conditions, for the acquisition of services and software licenses in the cloud computing environment (Cloud Computing).

## 1. BACKGROUND:

1.1 **TD SYNEX CLOUD SERVICES PLATFORM** WILL BE USED THROUGH ACCESS TO OUR PORTAL **StreamOne**, WITH OPEN VIEWING TO ANY AND ALL LEGAL ENTITIES PREVIOUSLY REGISTERED IN TD SYNEX 'S "PARTNER PORTAL", BUT WITH LIMITED USE TO THOSE USERS WHO FULLY ACCEPT THESE TERMS AND CONDITIONS OF USE WITH ELECTRONIC CONSENT.

1.2. BEFORE USING THE **TD SYNEX CLOUD SERVICES PLATFORM** PLEASE READ THIS INSTRUMENT CAREFULLY AND IF YOU DO NOT AGREE WITH ANY RULE OR CONDITION; DO NOT ACCEPT ITS TERMS.

1.3. THE FOLLOWING RULES AND CONDITIONS SHALL BE DEEMED TO BE ACCEPTED BY YOU, THE USER OF THE **TD SYNEX CLOUD SERVICES PLATFORM**, UPON ELECTRONIC ACCEPTANCE OF THIS INSTRUMENT AND SHALL BE REAFFIRMED, **INCLUDING REGARDING FUTURE CHANGES**, UPON EACH ACCESS TO THE PLATFORM.

1.4. USER ACKNOWLEDGES AND AGREES THAT THIS AGREEMENT MAY BE AMENDED OR UPDATED AS NECESSARY, AND THAT SUCH CHANGES WILL NOT ALTER OR REVOKE USER'S ACCEPTANCE.

## 2. DEFINITIONS:

This legal instrument shall be interpreted in accordance with the above definitions set out below:

a) TD SYNEX CLOUD SERVICES PLATFORM or simply the "PLATFORM": Specific electronic portal, owned by TD SYNEX , intended to serve as an environment for publicizing and/or sale of third-party solutions offered by TD SYNEX , based on the prior registration of the respective USERS. This platform can be subdivided into different independent platforms according to the respective Manufacturer and/or

solutions to be sold (Cloud Solv, "Cisco MSLA" etc.), and these Terms and Conditions apply indistinctly to all these subdivisions;

b) USER: legal entity that access the electronic portal of the PLATFORM in search of information about the solutions offered by a third-party manufacturer/developer ("MANUFACTURER"), distributed by TD SYNEX , or even buys directly from the aforementioned platform, after it's on-boarding and credit analysis;

c) MANUFACTURER: third-party manufacturers/developers or holders of the license rights of the respective applications, who provide solutions offered and sold to the USERS by TD SYNEX through the PLATFORM;

d) QUOTE: terms and conditions of sale related to the specific acquisition of a certain solution, which will be communicated to the USER, upon request, through the PLATFORM;

e) SOLUTION: applications, software or services made available by the MANUFACTURERS and/or TD SYNEX to the USERS through the PLATFORM;

f) ACQUISITION OF A SOLUTION: acquisition by the USER of solutions made available exclusively by TD SYNEX and sold directly through the PLATFORM;

g) TD SYNEX CLOUD SERVICES PLATFORM TERMS AND CONDITIONS OF USE (also the "Terms and Conditions"): this agreement between the USER and TD SYNEX , set forth the terms and conditions for the use of the PLATFORM, disclosure, contracting and access to the solutions offered herein.

### 3. USERS:

3.1. The USER of the PLATFORM must have full and unlimited civil capacity to contract, under the terms of the legislation in force in their country and of the respective constituent acts, and declares to have said legal status when registering in the PLATFORM database. If you accept these Terms as a representative of a legal entity, you declare and guarantee that: (a) you have full legal authority to represent the legal entity; (b) you have read and understood the Terms and Conditions of Use; and (c) you fully agree, on behalf of the represented party, to these Terms and Conditions of Use.

3.2 Registration as a USER is free and is not restricted to those who have the capacity/competence to contract under the terms of the previous point.

### 4. MANUFACTURERS:

4.1 The registration as MANUFACTURER is restricted to the strategic commercial partners of TD SYNEX , so that they can, for their own convenience and without the need of justification, approve or not

the registrations of MANUFACTURER. The simple approval of the MANUFACTURER registration does not imply the previous and unrestricted approval to disclose solutions in the PLATFORM, which must also be individually approved by TD SYNnex .

## 5. GENERAL RULES FOR OPERATING THE PLATFORM.

5.1. The operation of the PLATFORM requires complete prior registration to allow the opening of a personal account, in which the user will be informed, among other data, of the e-mail address and personal password to access the PLATFORM.

5.2 The PLATFORM will open a communication channel between TD SYNnex and the USER, having its own tool for this purpose;

5.3 The PLATFORM does not consist of a contracting and payment environment between MANUFACTURERS and USERS. All MANUFACTURER solutions, which can be traded through the PLATFORM, will be sold exclusively through TD SYNnex as Distributor.

5.4 Advertisement of MANUFACTURER solutions will be made through TD SYNnex 's exclusive commercial convenience screen, which requires prior approval before being made available on the PLATFORM.

5.5 TD SYNnex 's prior analysis of the advertisements made by TD SYNnex is not intended to guarantee or warrant the information and data of any nature disclosed by the MANUFACTURERS in the respective advertisements, which are the sole and exclusive responsibility of the MANUFACTURERS, and TD SYNnex shall not be liable for any inaccuracies, failures, illegality, defects, omissions or any other circumstances related to such advertisements of solutions.

5.6. Maintenance of the MANUFACTURER'S solution announcements will be passed through the TD SYNnex commercial convenience screen, which may elect to remove them from the platform without notice, regardless of justification.

5.7. Users may have restricted access to the PLATFORM in accordance with TD SYNnex internal policies, and therefore may not have access to certain functionalities, solutions, specific pricing policies and other features.

5.8. If this functionality is available, the USERS may use the platform to intermediate in the sale to their final users, so that TD SYNnex may invoice the solutions directly (direct billing) to the final users (clients), captured by the USER, at the time of their implementation, in compliance with the specific rules for such operation, which are set forth below.

5.9 It is not guaranteed that the prices and stocks of the solutions transported on the PLATFORM are complete and updated and may be modified and/or supplemented without prior notice.

## 6. USER RESPONSIBILITIES.

6.1 USERS are solely responsible for any kind of obligation incurred that has been initiated and/or finalized by the use of the PLATFORM.

6.2 USERS are the only responsible for the commercial relations they have with any third party as a consequence of the solutions acquired by the PLATFORM, including the final users in case of direct billing, so they cannot claim any right, prerogative, compensation, action or responsibility against TD SYNnex . Users must release TD SYNnex from any claim or action by their customers against TD SYNnex by taking all necessary steps.

6.3 USERS must read and accept the additional terms, manuals and/or policies that apply to the solutions before accessing, contracting, marketing and/or using them, especially those made available by the respective MANUFACTURERS, and must take such information to their end users in case of direct billing by TD SYNnex.

6.4 The MANUFACTURER shall be solely responsible for all information contained in the PLATFORM announcement regarding functionalities, method of activation, warranty, rights and duties of the users, technical specifications, etc.

6.5. The USER shall ensure that its customers are scientifically identified and shall accept the conditions, guarantees, policies, characteristics and descriptions of the solutions announced on the PLATFORM and in the applicable documentation of the respective MANUFACTURER.

6.6 USERS agree that the MANUFACTURER alone shall be responsible for the execution of the solutions and services provided by the PLATFORM, as described in the respective sales proposals, data sheets, end-user agreements and/or manuals. In case of direct billing, such information shall be duly informed and accepted by the captured end users.

6.7 The USER will be responsible for the acts of third parties carried out from the use of their PLATFORM access account. In this case, TD SYNnex shall not be liable for any special, incidental, consequential, punitive, or indirect damages, or direct / indirect loss of benefits, lost profits, lost data, or business interruption, resulting from such circumstance.

6.8. The USER must immediately report any error or material misuse of the PLATFORM through the Cloud Success Center Help Desk, available in <https://www.cloudsolv.lac.tdsynnex.com/cloud-success-center> .

6.9. USERS of the PLATFORM are aware and agree that the quote obtained in this environment does not exempt in all cases from the acceptance of the Sales Terms and Conditions of TD SYNnex . The Sales Terms and Conditions will continue to be applicable and effective to govern the contracted operation and will prevail in case of conflict. The contracting made by the USER directly on the PLATFORM, without the generation of a specific sales offer, will represent the unrestricted acceptance of all the terms of this instrument, **especially the general contracting terms of TD SYNnex listed below.**

6.10. The USER is aware that the use of the PLATFORM and of any solution made available to them is at their own risk, and therefore the USER and the respective end users (customers) are the only and exclusive responsible for any damage or failure caused to the system of their computer, mobile device or other device, including the respective network, as well as for the eventual loss of data, resulting from the use of the PLATFORM or of any solution made available or contracted through it.

6.11. USERS undertake to comply with all tax laws that may apply to the operations carried out on the PLATFORM and to collect all taxes at their expense.

6.12. USERS agree that TD SYNnex will withhold any tax in accordance with applicable law at the time of any payment due to it.

#### 7. TD SYNnex 'S LIABILITY:

7.1 Due to the nature of the respective service offered, TD SYNnex is not responsible for damages of any nature or origin caused by the insufficiency, failure or interruption of the PLATFORM or any service or functionality provided therein.

7.2 There is no warranty that the PLATFORM and its functionalities and services: a) Do not present failures in their use or are error-free; b) Their use will be uninterrupted; c) Are immune to losses, corruption, attacks, viruses, interference, hacks or other cyber-attacks, which will be considered force majeure events for all purposes of law.

7.3 The USER agrees that TD SYNnex may from time to time suspend the PLATFORM for an indefinite period of time or cancel it at any time, even for technical reasons.

7.4 The USER acknowledges and agrees that TD SYNnex is limited to maintaining the PLATFORM in a manner that is NOT RESPONSIBLE:

a) for the technical and political content of the MANUFACTURER's solution announcements that are transmitted on the PLATFORM, including the specification, features, quality, timeliness, accuracy, warranty or defects of the solutions.

b) for the support, assistance, maintenance and guarantee of the solutions, which are the responsibility of the respective MANUFACTURERS;

c) for any damage, whether direct or indirect, material or moral, loss of profit or unlawful, caused by non-compliance or defective application (in relation to the quantity, nature, quality, efficiency or timeliness) of the MANUFACTURERS' solutions;

d) for obligations and charges imposed on the USER by the MANUFACTURERS as a result of the procurement of a solution disclosed on the PLATFORM; and

e) for any infringement by third parties, including USERS and MANUFACTURERS, of the regulations on the protection of personal data, who shall be exempted from any claims, administrative proceedings or legal condemnation for irregular processing of personal data, with a right to return or complaint, in accordance with Article 125.II of the Code of Civil Procedure.

7.5 In the event of a dispute between the USER and the MANUFACTURER, the USER agrees to release TD SYNEX from any liability for damages, losses and lost profits incurred, taking all steps, including procedural steps, to release TD SYNEX from any liability, charge, damage or loss of any kind.

7.6 Without prejudice or limitation to the full effect of the limits and disclaimers set forth in these Terms, TD SYNEX and any of its subsidiaries and affiliates shall only be liable for such damage or loss of profit as may be incurred up to the amount paid by the respective USER to TD SYNEX in view of the specific transaction causing such possible damage or loss of profit.

## 8. LICENSE OF USE.

8.1. Under the strict terms of this agreement, TD SYNEX grants the USERS a non-exclusive, limited and revocable license to use the PLATFORM, specifically to access and use it, in a strictly personal way, for the purposes for which it is intended.

8.2 The license granted herein is limited and does not allow the USER to sell or resell the PLATFORM or its content; to collect or use any product information, solutions, descriptions, listings and other prices transmitted through said PLATFORM; or to make any use derived from the PLATFORM or its content.

8.3 TD SYNEX may modify the content of this instrument at any time, which will be accepted by the USERS from access to the respective platform after such changes.

8.4 TD SYNEX may modify the PLATFORM at any time, even in order to launch new versions.

## 9. OF THE PERSONAL ACCOUNT ON THE PLATFORM.

9.1 In order to use the PLATFORM, the USER must create a personal account in which the e-mail address and other data of the legal entity and its legal representative, as well as a personal access password, will be provided.

9.2 The USER is aware that it is their duty to keep their personal account data duly updated, being solely responsible for its correctness and accuracy.

9.3 To access the PLATFORM, the USER must present a valid password and user ID. The password is the sole responsibility of the USER, who must take all necessary actions to safeguard its security.

9.4 The USER agrees not to contest the validity or applicability of any order placed through the PLATFORM with its password. The USER shall not disclose their password to any person who is not authorized to use it on their behalf. The USER shall be solely responsible for any unauthorized use of their password by their employees or third parties. TD SYNEX recommends that you change your password periodically and change it immediately when you have reason to believe that the security of your password has been compromised.

9.5 The USER is aware that TD SYNEX will store the data informed at the time of the creation or eventual update of the personal account in order to identify and control the access to the PLATFORM, and can be informed about the use of the personal data by sending an e-mail to [dpo.br@synnex.com](mailto:dpo.br@synnex.com).

9.6 The USER is assured the right to request the exclusion of his/her personal account from the PLATFORM, at which time, if the request is approved by the DPO, the stored data may be excluded, and the PLATFORM's right to maintain the information for the legally established periods of time is safeguarded, to safeguard its rights in judicial, administrative or arbitration proceedings.

9.7 TD SYNEX may disable access to your account by any USER, for example, for security reasons, breach of these Terms or for business convenience, without any prior notice.

9.8 The USERS must always comply with the applicable personal data protection regulations, in particular by using the data they may obtain from the PLATFORM only for the purposes for which it is intended, in a legitimate manner, observing the strict necessity of all information, as well as the least intrusive way to the privacy of the personal data owner, being prohibited any discriminatory and/or abusive use of personal data, and must maintain an adequate technical and administrative structure to ensure the proper use of personal data.

9.9. Upon it becoming aware of any violation of the personal data obtained through the platform, USER must notify TD SYNEX promptly, and the USER must obtain all the information that TD SYNEX considers necessary for the evaluation of the incident and its impact on the holders and their interests.

9.9.1 Any notification of the violation of personal data that has been caused by USER's negligence or willful misconduct must be made at USER's own expense.

## 10. PROPERTY RIGHTS.

10.1 The USERS are aware that

a) The PLATFORM, as well as any of its integral parts and functionalities, belong to TD SYNEX;

b) All intellectual property rights (copyright and industrial property rights) related to the PLATFORM and its functionalities, including texts, brands, software codes, software, architecture, graphics, logos and designs are owned or authorized by TD SYNEX and are protected by copyright, brands, patents and other intellectual property rights;

10.2 USERS agree not to copy, duplicate, modify, transfer, alienate, reproduce the PLATFORM and its functionalities, or exploit or create (for themselves or another person) any product or service that seeks to copy or equal the PLATFORM.

10.3 In relation to the solutions and services offered by the PLATFORM, USERS are prohibited from a) copy, sell, license, distribute, transfer, modify, adapt, translate, create derivative works, decompile, reverse engineer, disassemble or attempt to extract the source code of the SOLUTIONS; b) do anything to circumvent or jeopardize the security standards or the use of the content provided, applied or imposed by any resource (including, without limitation, the digital rights management resource and advance blocking) of the SOLUTIONS; (c) use the resources to access, copy, transfer, transcode or retransmit the content in violation of any law or the rights of a third party; or (d) remove, obscure or alter any copyright, trademark or other proprietary rights notices attached to the resources or content therein.

## 11. GENERAL TERMS AND CONDITIONS FOR THE ACQUISITION OF APPLICATIONS.

11.1 All applications purchases provided by TD SYNEX made directly by the PLATFORM shall be governed by the following general terms and conditions, notwithstanding the specific clauses established in other terms and/or sales quotes:

a) All values in United States dollars could be converted to local currency, according to the US dollars exchange rate determined the day before the respective invoice date. For currency conversion purposes, TD SYNEX will use the exchange rate (Sales) applicable on the day before to invoice date as established by the applicable Central Bank of Registered Address of TD SYNEX , except for Argentina, where the National Bank exchange rate will be used as reference;



b) The existence of any kind of agreement or contractual relationship of the USER with third parties does not affect the payment obligations established with TD SYNEX;

c) The USER must maintain its records and information with TD SYNEX duly updated, in order to comply with the respective collection. The customer may not claim any inaccuracy in the registration or any loss arising from this fact in order to dismiss its obligation to make payment on the due date;

d) The estimated delivery date informed in the PLATFORM is an estimate based on historical data, which considers the date of issuance of the sales order (SO) by TD SYNEX, which will be made after the analysis and confirmation that all mandatory information have been provided. The USER is aware and accepts that the delivery of the goods may take place before or after the date(s) initially foreseen in the PLATFORM due to operational or commercial circumstances, fortuitous cases or force majeure, in which case TD SYNEX, regardless of the proof or justification, will not be liable in any way, even with respect to any damage caused to the customer or third parties;

e) The USER, or its end customer, shall give prompt notice to TD SYNEX, within 3 days from the date of receipt of the access to the software, product or good, regarding any problem or defect in the software, product or good. Such notification must be made in writing or by e-mail and must be reasonably detailed, stating the reasons for the problem or defect. Failure to give notice in a timely manner regarding any defect of the software, product or good will automatically cause the latter to be deemed accepted upon delivery without objection;

f) Delivery of the goods may be proved by any effective means, including certificates issued by the relevant MANUFACTURER;

g) The applications, specifications, services or rights that comprise the goods that are acquired at the present time are those anticipated in the respective manuals, EULA (End User License Agreement) and/or data sheet, whose content the client declares to know and to accept in this act;

h) The list of purchased goods must be technically validated by the USER, and TD SYNEX is exempt from liability for any configuration or design errors;

i) The USER is solely responsible for the specification of the goods, and, at any time, TD SYNEX does not provide consulting or advisory services which would impose responsibility for the suitability or efficiency of the purchased goods in relation to the interests of the client, alone or in the context of a project;

j) The USER declares to know and accept that, unless expressly provided otherwise in a specific proposal or in a written agreement, TD SYNEX is not responsible for the execution of the installation, maintenance, warranty, assistance, support, updating, replacement, exchange or any type of service that composes the goods to be acquired, whose execution is the sole responsibility of the respective MANUFACTURER;

k) The guarantee of the goods is the sole responsibility of the respective MANUFACTURER and must be requested from them. The term, conditions and processing of the warranty are stipulated in the policy defined by the respective manufacturers/suppliers, which the customer declares to know and accept;

l) Defects in the fulfilment of the contractual obligations of the MANUFACTURER of the goods cannot be considered by the customer as a reason to suspend or eliminate his obligation to pay the price due to TD SYNnex;

m) The USER will not withhold/deduct any amount from any invoice of TD SYNnex without the prior and express approval of TD SYNnex, which will require the submission of all documentation justifying such deduction, as required by TD SYNnex ;

n) The prices published in the PLATFORM may suffer alterations, even after being accepted by the USER, due to a modification in the applicable taxes rate, creation of new taxes or change in the price list of the MANUFACTURER, as long as they are duly proven;

o) TD SYNnex is not responsible for maintaining the prices on new products that will eventually replace products discontinued by the MANUFACTURER;

p) From the acquisition of the software, product or good, no alteration will be allowed in your purchase order, whether in connection with quantity, licenses or values, unless the parties mutually agree in writing;

q) The payment terms published in the PLATFORM are subject to credit analysis until the moment of invoicing. TD SYNnex will grant or not credit to the customer in accordance with its credit policy, and may require the purchase price to be paid upfront, prior to shipment. TD SYNnex may from time to time, without notice, change or revoke the customer's credit limit based on changes in TD SYNnex credit policies or financial situation and/or payment record of the USER or its End User;

r) If the USER fails to make any payment due to TD SYNnex by the due date, may cause the application of (i) a monetary correction index, according to the index established by the applicable Central Bank of Registered Address of TD SYNnex (or the index that replaces it), ii) interest accrued from the day following the due date, applied to unpaid invoices at a rate of 4% (four percent) per month, as well as a late payment penalty at the rate of 10% (ten percent) incident on the 5th day from the due date. These charges derived from the delay in payment will be imposed on the outstanding balance updated until its effective settlement. If judicial collection of debts is necessary, attorney's fees will be paid at the rate of twenty percent (20%) of the total amount of the debt;

s) The USER declares to be aware and authorizes that the non-payment of any obligation will imply the protest of the respective titles and information of the noncompliance to the credit protection agencies. In case the titles are protested, in addition to the charges provided for in this instrument, the USER shall take

care of the fees of the protest office, either by reimbursing the fees advanced by TD SYNEX, or by paying directly to the respective protest office.

t) TD SYNEX is not liable for any contract, obligation, duty, guarantee, delivery, service, promise or project at the expense of third parties.

u) Requests for the substitution/alteration of tax documents can only be considered if they are formally sent, with due justification, within 10 (ten) calendar days following the original invoice and provided that they do not alter the commercial conditions of the respective company. Even if sent within that period, TD SYNEX has the right to comply or not with submitted request;

v) The purchases made in the PLATFORM may be cancelled at any time, as long as the amount is paid in proportion to the use of the product or program;

x) In case of conflict between these GENERAL TERMS AND CONDITIONS APPLICABLE TO THE PURCHASE OF APPLICATIONS and the conditions of the customer's purchase order, these GENERAL TERMS AND CONDITIONS APPLICABLE TO THE PURCHASE OF APPLICATIONS shall prevail, unless TD SYNEX expressly reserves in writing the inapplicability of any of their provisions.

## 12. DIRECT INVOICING.

12.1. If the invoicing is made directly to the respective end user, through the mediation of the USER, the USER (the USER receiving the business) assumes the following obligations towards TD SYNEX a) to ensure that the end user is fully aware of the contents of the GENERAL CONDITIONS APPLICABLE TO THE ACQUISITION OF THE APPLICATIONS herein, obtaining his acceptance of all their terms and conditions; b) to keep the end user's registration with TD SYNEX duly completed and updated; c) to jointly respond to TD SYNEX for the non-compliance of the end user in 1 ) if it submits purchase orders without the corresponding irrevocable requests of the end user; c.2 ) if it does not obtain from the end user, for whom the goods are intended, the express and irrevocable acceptance of the contents of the GENERAL CONDITIONS APPLICABLE TO THE PURCHASE OF APPLICATIONS and the respective invoicing to be performed by TD SYNEX ; c.3 ) in the event that the end user does not keep the end user record duly updated in the TD SYNEX database; and c.4) in the event that the end user refuses to pay for delivery due to an act or omission attributable to the USER. Failure to comply with any of the obligations set forth in this Clause shall entitle TD SYNEX to compensate, regardless of its prior acceptance, the amount corresponding to the verified loss or loss of profit, including with respect to the charges (adjustment, interest and penalty) not received due to the end user's delay, in the commission payments to which the USER is entitled for any business captured by him.

12.2 The commission will be due to the USER after TD SYNEX actually receives the adjusted amounts for the intermediated supply, there being no right or claim of the USER before such download. In case of partial payments, the commission will be due proportionally, to the extent of the receipts. Unless expressly

adjusted otherwise, payment of the commission will be made to TD SYNEX within fifteen (15) calendar days after the effective receipt by TD SYNEX of the amounts due to it. The USER must issue the competent invoices for start-up or brokerage services after confirmation that TD SYNEX has actually received the adjusted amounts for the sale. In the description of the services transmitted in the Invoice, the orders that compose the total value object of the Invoice must be detailed. The timing of the respective payment will follow the internal rules of TD SYNEX. The calculation of the commissions will always be based on the calculation formula determined by TD SYNEX and according to the same exchange rate used by TD SYNEX in its invoicing, regardless of the exchange rate eventually used by the USER in its business. The USER undertakes to return to TD SYNEX the sales commissions wrongly paid at a time prior to the effective receipt of the adjusted amounts for the sale. The USER expressly authorizes the withholding and offsetting of the commissions owed to it in the event that there is an outstanding debt with TD SYNEX, regardless of prior or specific consent or communication.

12.3 Due to the operational circumstances of TD SYNEX, the Client accepts and agrees that i) must send to TD SYNEX the invoices for applicable commission within one hundred and twenty (120) days from the date of payment to TD SYNEX by the respective end users, under penalty of loss of the respective commission; and (ii) if there is a delay of more than 180 (one hundred and eighty) days with respect to full payment due to TD SYNEX by the respective End Users, the respective commission will be lost, even if the End Users pay the debt after such period.

12.5 Invoices for commissioning or brokerage services will be sent by e-mail, as well as invoiced to the Distributor's establishments.

### 13. TERM

13.1 This Agreement shall be valid for an indefinite term.

13.2 TD SYNEX may, at any time and without reason, terminate this agreement without notice or compensation, including termination of the USER account or denial of access to all or part of its services.

13.3 TD SYNEX may, at any time and without justification, discontinue the services provided by the PLATFORM, without notice or compensation.

### 14. PRIVACY POLICY.

14.1. The users, by themselves or through their directors, officers, employees, service providers or agents, shall maintain the most complete and absolute privacy with respect to any information related to the activities and business of SYNEX WESTCON-COMSTOR, of which they may have knowledge or access by virtue of the commercial relations between the parties; they may not, under any circumstances, use, disclose, reveal, reproduce themselves or third parties or in any other way make them known to third

parties, being responsible, in case of breach of this assumed obligation, for the losses and damages and other legal infringements.

#### 15. OTHER PROVISIONS.

15.1 Communications with the USERS may be made through the e-mail address registered in the personal account of the PLATFORM.

15.2 Both parties agree to make every effort to resolve amicably any disputes that may arise from any matter related to the object of this Agreement.

15.3 USERS may use the PLATFORM only for the purposes permitted in these Terms and in accordance with the rules applicable to the governing jurisdiction.

15.4 USERS agree that TD SYNEX may assign all or part of the rights and obligations under this agreement to third parties.

15.5 The relationship established by this Terms and Conditions of Use shall be governed by the applicable civil law ("Applicable Law") specified in Exhibit II-B or the civil law of the country with jurisdiction over the TD SYNEX entity that hosts the PLATFORM in another territory.

15.6 The Terms established under this agreement may be modified without prior notice and its updated version will be published on the TD SYNEX electronic platform, being considered current and enforceable against the CSR as of its publication on the electronic platform. It is the duty of the CSR to access to the current and updated version of this agreement periodically and prior entering the electronic platform and / or establishing any commercial relationship with TD SYNEX. If you do not agree with any modification to be made to this agreement, the CSR must send written notification requesting its termination, notwithstanding the survival of the agreement to govern any situation and relationships established under and in connection with this agreement.

#### 16. GOVERNING LAW AND JURISDICTION.

16.1. The parties agree that this relationship and all binding relationships arising from the PLATFORM shall be governed by the Applicable Law as specified in Exhibit II-B of this agreement.

16.2 The Jurisdiction, as specified in Exhibit II-B of this agreement, shall be chosen in lieu of any other court, however privileged it may be, to settle any dispute between the parties with respect to this Agreement, including any action, suit or proceeding, whether in or out of court, including any other term, agreement or attachment that refers to or implies, either implicitly, these Terms and Conditions of Use. CSR consents to exclusive jurisdiction and venue in the Jurisdiction.

**[Signature block down below]**

<hr/> <p><b>TD SYNnex Contracting Party</b></p>	<p><input type="checkbox"/> <b><u>I HAVE READ AND ACCEPTED THE TERMS AND CONDITIONS OF USE FOR THE CLOUD SERVICES PLATFORM</u></b></p> <p>Date: _____</p> <p>CSR</p> <p>Signature: _____</p> <p>Full Name and Title of Legal Representative: _____</p> <p>Company Name: _____</p> <p>Address: _____</p>
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**Exhibit I : Contracting Party, Registered Address y Applicable Territory**

“TD SYNnex Contracting Party” means the identified party selected with an (X) in the schedule down below, based on the Applicable Territory. In the event of multiple Applicable Territories, corresponding country should be selected with an (X).

	TD SYNnex Contracting Party	Offices Location	Applicable Territory
<input type="checkbox"/>	TD SYNnex Argentina, S.R.L.	Argentina	Argentina <input type="checkbox"/>
<input type="checkbox"/>	Tech Data Argentina, S.A.		Paraguay <input type="checkbox"/>
<input type="checkbox"/>	TD SYNnex Brasil Ltda.	Brazil	Brazil
<input type="checkbox"/>	TD Soluções Avancadas de Tecnologia Brasil Ltda.		
<input type="checkbox"/>	TD SYNnex Chile Limitada	Chile	Chile
<input type="checkbox"/>	TD Advanced Technology Solutions Chile Limitada		
<input type="checkbox"/>	TD SYNnex Colombia Limitada	Colombia	Colombia
<input type="checkbox"/>	TD SYNnex Costa Rica S.A.	Costa Rica	Costa Rica
<input type="checkbox"/>	TD SYNnex Ecuador Cia. Ltda.	Ecuador	Ecuador
<input type="checkbox"/>	TDAS Tech Data Ecuador, CIA LTDA.		
<input type="checkbox"/>	Westcon Mexico, S.A. de C.V.	Mexico	México
<input type="checkbox"/>	TD SYNnex Panamá S.A.	Panama	Panamá
<input type="checkbox"/>	TD SYNnex Paraguay S.R.L.	Paraguay	Paraguay
<input type="checkbox"/>	TD SYNnex Peru, S.A.C.	Peru	Perú <input type="checkbox"/>
<input type="checkbox"/>	Tech Data Peru S.R.L.		Bolivia <input type="checkbox"/>
<input type="checkbox"/>	TD SYNnex CALA, Inc.	United States	South America, Central America y Caribbean; indicate country:
<input type="checkbox"/>	TD SYNnex Uruguay S.R.L.	Uruguay	Uruguay

**Exhibit II- A : Interest Rates**

“Interest Rates” means, in connection with each TD SYNnex Contracting Party and the respective Office Location, monthly interest rate percentage to be applied to unpaid fees, as shown down below.

Offices Location	Interest Rate
Peru	2% (two percent)
Chile	2% (two percent)
Argentina	3.5% (three and half percent)
United States	1.5% (one and half percent)
Ecuador	1% (one percent)
Colombia	1.5% (one and half percent)
Costa Rica	1.5% (one and half percent)
Panama	1.5% (one and half percent)
Uruguay	3.5% (three and half percent)

Mexico.	1.5% (one and half percent)
Paraguay	3.5% (three and half percent)
Central America y Caribbean	1.5% (one and half percent)

**Exhibit II- B: Applicable Law and Jurisdiction**

“Applicable Law” y “Jurisdiction” means, in connection with each TD SYNEX Contracting Party’s offices location, the laws of the country and jurisdiction of the city specified in the schedule down below.

<b>Offices Location</b>	<b>Applicable Law y Jurisdiction</b>
Peru	Lima, Peru
Chile	Santiago de Chile, Chile
Argentina	Buenos Aires, Argentina
USA	Florida, USA
Ecuador	Quito, Ecuador
Colombia	Bogotá, Colombia
Costa Rica	San José, Costa Rica
Panama	Panama City, Panama
Uruguay	Montevideo, Uruguay
Mexico	Mexico City, Mexico
Paraguay	Asunción, Paraguay



# CLOUD SERVICES RESELLER TERMS AND CONDITIONS

Last version: August, 2023

This instrument sets forth the **Terms and Conditions** (hereinafter referred to as "**Terms and Conditions**" or **Agreement**) for legal entities to act as Cloud Services Reseller (hereinafter referred to as "**CSR**") of software solutions, applications and cloud computing services manufacturers (hereinafter referred to as "**Services**" or "**Products**"), which are offered by **TD SYNnex Contracting Party specified on the Exhibit A of this Terms and Conditions** (hereinafter referred to as the "**Distributor**"), through its Platform and other sales channels.

Upon signing this Instrument herein or clicking the "I HAVE READ AND I ACCEPT THIS CLOUD SERVICES RESELLER TERMS AND CONDITIONS" button, the consenting legal entity shall be deemed a Cloud Service Reseller (**CSR**) who acknowledges and agrees to comply, without exception, with its obligations, duties and conditions set forth herein, including but not limited to: its exhibits, specifically in the Specific Addendum for Cloud Services, set forth in Exhibit III of this instrument (hereinafter, "Specific Addendum(s)"), any documents incorporated into this Agreement by reference, which constitutes the entire Agreement between the parties; all of which describe and regulate the provision of cloud services developed by various manufacturers and distributed by **Distributor** in the Applicable Territory. Any prior agreement or contract between the **CSR** and **Distributor** currently in effect shall remain in effect, only by revoking anything that contradicts the specific terms of these **Terms and Conditions** and exclusively regarding the operations regulated herein, especially the TD SYNnex CLOUD SERVICES PLATFORM TERMS AND CONDITIONS OF USE. These **Terms and Conditions** do not replace or modify any document provided by the manufacturers in relation to the cloud services. These **Terms and Conditions** shall be deemed effective from the date the **CSR** executes them or clicks on the "I HAVE READ AND I ACCEPT THIS CLOUD SERVICES RESELLER TERMS AND CONDITIONS" button below (hereinafter referred to as the "**Effective Date**"), governing any business relationship for any Service that takes place within the scope of the Cloud Services Platform (hereinafter referred to as "SIE", "StreamOne" or "Platform") and other Reseller sales channels.

The **CSR** and the **Distributor** hereby irrevocably agree as follows:

**1. Description of the services to be provided.** The software, services or applications operated by means of cloud computing, developed by the **Manufacturers**, are subject to provision to the **End User** by the **CSR**, hereinafter referred to as the **Services**, whose development, maintenance, support, updating and execution are the sole responsibility of the respective manufacturers, which are offered by the **Distributor** on their platforms and other sales channels. It is the **Distributor's** responsibility to quote, sell and send the activation codes of the acquired **Services**, through its Platforms and other sales channels. The **Distributor** is not in any way responsible for the **Services**, to the **CSR** or the **End User**, including their adequacy and efficiency, even in the context of a specific project. The need to contract services whose execution is in charge of the **Distributor** must be the object of a specific and separate contract. If in any case, as a result of the specification of the contracted **Service**, some kind of intervention by the **Distributor** on the **End User's** account with the **Manufacturer** is required; such intervention shall be carried out in accordance with the limits of the respective **Manufacturer's** policies and with the prior authorization of the interested party.

**2. End User Requirements.** For purposes of this instrument, "**End User**" means any legal entity (other than the **CSR**) within the **Territory** contracting for **Services** for its own use and not for further distribution. "**Software License**" means the manufacturer's agreement with the **End User** that is used to grant the **End User** rights to use the applicable **Services**. The **CSR** is aware and must inform its **End Users** that the **Manufacturers** may freely change the **Software Licenses** at any time. Each **End User** must accept the **Software License** in order to access the purchased **Services** and all related updates. By placing an order with **Distributor**, **CSR** represents and warrants that the **End User** has accepted the terms of the applicable **Software License** and agrees to pay **Distributor**, in the event of a straw sale, for all applications submitted for the provision of the **Services**. **CSR** is aware that manufacturers or even **Distributor** may freely accept or reject any proposed **End User**. If the **End**

**User** does not accept the terms of the **Software License**, the **CSR** will be liable to the **Distributor** for the costs and damages suffered by the **Distributor** or the **Manufacturer** as a result.

**3. CSR Agreements with the End User.** **CSR** may not sell any **Service** to any **End User**, including performing the operations referred to in Section 6 of these **Terms and Conditions**, unless the **End User** enters into an agreement with **CSR**, which agreement shall, at a minimum, be binding on **CSR** to: (a) fully indemnify and hold harmless the **Distributor** in connection with all matters arising out of or relating to the **Services** and the conduct of the **CSR** and the respective **Manufacturer**; (b) require the **End User** to agree that any use of the **Services** must be lawful and in full compliance with the applicable terms of this instrument or any applicable Documentation, especially the **Distributor's** proposal; (c) prohibit the **End User** from reselling or distributing the **Services** (d) indemnify, defend, and hold harmless the **Distributor** and its Affiliates, their directors, officers, employees, and suppliers from and against any and all third party claims arising out of or relating to the use of the **Services** by the **End User** (or its authorized users); (e) protect the **Manufacturer's** proprietary rights in the **Services** to at least the same extent as the terms and conditions of this instrument or any Documentation; (f) not represent, nor assume any obligation or warranty on behalf of, the **Distributor** or **Manufacturer**; and (g) not grant any rights to the **End User** that are beyond the scope of this instrument

**4. Territory.** Means the Applicable Territory as specified on the Exhibit A of this Terms and Conditions. The **CSR** is authorized to offer the **Services** only to **End Users** located within the National Territory.

**5. Term, Conditions and Subscription Invoicing.**

- A. Purchase Orders. The **CSR** shall submit a request to **Distributor** under the terms of this agreement and according to the purchase form published on the respective Platform, which will be deemed a Purchase Order under this Terms and Conditions. Quotes from **Distributor** do not constitute an offer. No additional or alternative terms or conditions or any other modifications proposed by the **CSR** to these **Terms and Conditions** and the **Distributor** Authorship **Documentation**, including its standard proposal, shall be deemed applicable unless expressly accepted in writing by an Authorized Representative of the **Distributor** in connection with such purchase order. The **CSR** shall be solely responsible for the accuracy of any Purchase Order, including, without limitation, the specification, configuration or other details of the **Services** and their functionality, compatibility and interoperability with other products or services, and their suitability for any particular use.
- B. Acceptance of Documentation. Submission by the **CSR** of any Purchase Order or Direct Purchase Order to the **CSR** for the Cloud **Services** under the terms of this Agreement shall be construed as an acknowledgement and acceptance by the **CSR** of any applicable Documentation for such Cloud **Services**. The **CSR** agrees that it shall send the **End User** any applicable Documentation.
- C. Special Conditions of Sale. As set forth in the proposals or sales quotation, purchase order form or respective license or usage terms prepared by the **Manufacturers**, certain **Services** may be sold for a fixed, non-revokable subscription term, at a certain contracted consumption level or any other metering, consumption, duration or billing arrangement as set forth in the above instruments.
- D. Payment. Payments must be transferred to the **Distributor's** identified account or as indicated on the invoice issued through an electronic billing platform and must occur on the date and in the currency indicated on the invoice. If the **CSR** or **End User**, depending on the billing method, does not receive the invoice or receipt within five (5) days of the agreed delivery date, they must immediately contact the **Distributor**, who will promptly send them a new invoice. The **CSR** must manage its own credit risk. Payment of the **CSR** to the **Distributor** is not contingent upon receiving payment from **End Users**, even in the event of insolvency. Payment of the **CSR** or **End User** to the **Distributor** may not be suspended, cancelled or repeated in the event of failure to meet obligations or service levels at the expense of the respective **Manufacturer** or even in the event of insufficiency of the contracted Service. If the **CSR** fails to make payments due on the due date, the **Distributor** may take the following actions, at its discretion and without notice to the **CSR** or the **End User**: (i) application of a monetary correction index, Interest Rate as specified on the Exhibit II-A of this Terms and Conditions and penalty for late payment.; and (ii) withhold of all pending orders, suspension of future deliveries or **End User** access to the **Services** covered by any agreement until **Distributor** receives all payments due. This includes any amount before or after a court decision. If **Distributor** decides to take any of these actions, **Distributor** will not waive any other rights or remedies it may have. The **CSR** may not withhold payments or make deductions from the amount of any invoice (for offset, consideration or otherwise) before the **Distributor** formally grants a credit and authorizes the withholding, deduction or offset. This includes returns, discounts, price adjustments, billing errors, and other charges. The **CSR** must keep your record,

- including your tax information, up to date, informing the **Distributor** of the tax collection regime to which you are subject, even if you use any tax benefits, under penalty of default, and indemnifying the **Distributor** for any loss experienced due to your failure to do so.
- E. Direct Billing Authorization: The **CSR** agrees to assign to **Distributor**, in guarantee of any default in payment, the credits in its favor from the **End User**, received in relation to the resale of the goods acquired from **Distributor**. In this case, **Distributor** may notify or instruct the **End User** to make the payments due to **CSR** directly to **Distributor**. Such assignment must not be interpreted as a customary billing and payment method accepted by **Distributor** and does not imply a waiver of the **CSR's** duty to pay off its debts with its own resources and on the respective due dates, regardless of receipt by the **CSR** of any payment due by the **End User**. The **CSR's** debts with **Distributor** can always be freely collected, with all their charges and surcharges, from the date of their due date. Without prejudice to the above, in the event of default in payment when **Distributor** billing the **CSR**, **Distributor** may, in its sole discretion and upon written notification to the **CSR**, choose to perform the billing and collection directly to the **End User** as an temporary solution until all payment and billing issues are solved.
- F. Subscription term. The **Services** will be sold by **Distributor** to the **CSR** or **End Users** for a fixed period ("Subscription Term"). Each Subscription Term will begin on the effective date set forth in the Purchase Order and will be valid during the period indicated therein, unless termination is possible, according with these **Terms and Conditions** or any applicable Documentation. Except as specified above, the **CSR** or **End User** shall not have the right to terminate any Purchase Order or **Services** during the Subscription Term.
- G. Automatic Renewal. Monthly subscriptions shall automatically renew at the end of any Subscription Term, unless (i) there is a written provision to the contrary previously issued by the **Distributor** or the **Manufacturer**; (ii) such renewal is not possible due to the nature of the Service; or (iii) the **CSR** formally elects to exclude the **End User** from this automatic renewal system. Annual subscriptions will only be automatically renewed at the express option of the **CSR**, which must be executed in the respective Purchase Order. If the **CSR** or **End User** is interested in renewing the Service and the renewal has not been automatic, they must take prior action with the **Distributor** to obtain renewal or a new contract. In the specific case of contracting through a Reserved Instance, the **Distributor** will inform the plan's renewal date, which will only be renewed with prior express authorization, unless the policy of the respective **Manufacturer** changes.
- H. Suspension and Cancellation. The **Manufacturer** and/or **Distributor** may suspend or cancel an **End User** Service. Depending on the Service, the **End User** will have limited or no access to the Service. **Distributor** or the **Manufacturer** may suspend or cancel an **End User** Service for legal or regulatory reasons, including but not limited to the provision established in 5.H (iv), or other reasons as permitted by this instrument, in Agreements celebrated with the **Distributor** or in the respective Licenses and/or given the Terms of Service. The **Distributor** shall not be liable in any way to the **End User** due to the suspension or cancellation of the **End User** Service by the **End User** or the **Manufacturer** under such conditions. The Suspension or Cancellation of access shall occur, without prejudice to other laws, regulations or as permitted in the respective Terms of License and/or Use of the Service, in the following circumstances: (i) in the event that payments, charges and fees owed by **CSR** and/or the **End User** to the **Distributor**, including excess charges, are 30 (thirty) days or more in arrears; (ii) if the Service's consumption surpass the historical average of consumption in 150% without previous notice from the **CSR** or **End User**; (iii) the **CSR** and/or **End User** is in material breach of these **Terms and Conditions** or any other instrument executed with **Distributor** relating to the contracted Service; (iv) due to security reasons such as: a) suspected fraudulent transaction; b) unlawful appropriation of **End User's** access to the Platform or Service; c) hacking or cyber-attack; or (v) in the event of non-use of subscription, accounts or tenants (whether they belong to **CSR** or **End User**) if such subscriptions, accounts or tenants are Inactive ("Inactive" shall mean no orders or activity occurring during a period of ninety (90) days).
- I. Effect of Suspension and Cancellation. **Distributor** shall have the right to suspend or cancel the Service or request the **Manufacturer** to suspend or cancel the **End User's** access to the Service(s) associated with the late payment or non-compliance, as well as to elect, without any charge or penalty, not to send Purchase Orders/Orders to the **Manufacturer** to fulfill the **End User's** and/or **CSR's** orders. In the event of cancellation of access to the Service, the **End User** and/or **CSR** shall be subject to termination of the Agreement and payment of any outstanding amounts verified up to the date of cancellation, as well as any applicable fees and penalties for early cancellation ("Fees"

- Early Termination ") set forth in any Documentation applicable to the scenario. Notwithstanding the foregoing, if **Distributor** chooses, or requests, suspension of access to the Service, the **CSR** may be liable for all amounts and fees due, including, without limitation, monthly fees or additional fees due to overage, associated with late payments until the end of the current Subscription Term. **CSR** acknowledges that suspension of access or cancellation may result in liability on the part of **Distributor** and/or **Manufacturer**, and **CSR** therefore agrees to fully indemnify, defend and hold **Distributor**, its Affiliates and **Manufacturer** harmless from and against all claims, losses, liabilities, damages, costs and expenses (including reasonable legal fees), court costs or settlement amounts arising out of or in connection with any suspension or cancellation of access to which it has contributed in any way. Upon Suspension of the Services pursuant 5.H (iv), **Manufacturer** and/or **Distributor** will notify **CSR** (or contact **End User** directly should **CSR** be uncooperative or unreachable) of such a suspension as soon as commercially reasonable.
- J. From direct collection from the End User in case of failure to comply with CSR. Notwithstanding anything in these **Terms and Conditions** to the contrary, in the event of direct billing to the **CSR**, where access is suspended, either the **Distributor** or the **Manufacturer** may, in its sole discretion and upon written notice to the **CSR**, elect to bill and collect from the **End User** the **CSR** as an interim solution until all fees are settled and billing and collection issues are resolved.
- K. Cancellation by Exclusive Act of the Distributor. **Distributor** may, at its discretion and without charge, cancel the Service for an **End User** or **CSR**. No refunds will be allowed for periods already consumed unless indicated in writing. Upon cancellation, the **End User** or **CSR** will have the time and conditions determined by the respective **Manufacturers** to migrate their Data.
- L. Service Level Agreement (SLA) Credits. The **Manufacturers** may assume, in accordance with their own instruments, certain service level commitments (SLAs) to **End Users**. In the event that an **End User** makes a claim with respect to the SLA eventually assumed by the **Manufacturer**, the **CSR** must forward such claim to the **Manufacturer** for review and notify the **Distributor** immediately. The **Distributor's** notification does not imply any responsibility on the part of the **Distributor** with respect to the **Manufacturer's** SLA.
- M. Delivery of Services. The **Manufacturer** or **Distributor** shall invoice and provide the **Services** based on the **End User** information provided by the **CSR**, who shall be responsible for the reliability of such data. The **Manufacturer** may send communications directly to the **End Users** regarding the terms of the Software License or the operation or Provision of the Service. The **CSR** shall provide the **Manufacturer** and the **Distributor** with the correct contact information of the administrator of each **End User** domain. The **CSR** shall make every effort to provide correct and up-to-date information.
- N. Guidelines for Granting Credit and Invoicing. The **Distributor** shall be free to decide whether or not to grant credit to the **CSR**. Failure by **End Users** to comply with the **CSR** does not relieve the **CSR** of its payment obligations to **Distributor**. **Distributor** shall invoice for the **Services** in accordance with these **Terms and Conditions**, its addendums, quotes, and applicable law, regardless of any internal processes of the **CSR** and/or the **End User**, which in no event shall alter the billing process. The **CSR** and/or the **End User** agree to receive and accept all invoices issued by the **Distributor**. Regardless of the billing method used, the **CSR** and/or **End User** may not return or reject invoices for any reason. Any objection to the invoice must be made to **Distributor**, through the electronic platform, within five (5) days of receipt of the invoice. Thereafter, the **Distributor** shall validate the request, and if necessary, make the adjustment to the invoice, applying pro rata to the invoice for the month in which the **Manufacturer** applies such method of adjustment, or apply such method of correction as it deems appropriate. This adjustment procedure will not affect the payment terms set forth by **Distributor**.
- O. Reserved instance. The Reseller may offer the **Services** under the "Reserved Instance" mode of Cloud **Services** through plans with a fixed term and differentiated pricing, as defined in the respective proposal and applicable policies of the **Manufacturer**. The payment and invoicing method in such cases shall follow the rules defined in the Reseller's proposal and the **Manufacturer's** conditions set forth in the instruments shall govern it, and the **CSR** must be aware of them and convey their content to the **End Users** captured by it. If the reserved instance is not fully used within the time and manner contracted or by the option to terminate the Agreement, it shall not be entitled to a refund, restitution, discount, indemnification or any kind of deduction in the payment of the adjusted amount, which shall be payable in full according to the period contracted, fines may be applied as appropriate. Discontinuance of access by the **End User** due to

breach of law, the Agreement, EULA, or any other similar instrument signed by the **End User** shall not give rise to a right of return, refund, discount, indemnification, or any deduction in the payment of the adjusted amount, which shall be payable in full.

- P. Specific payment and invoicing conditions. There may be specific payment and invoicing conditions, according to the policies of each **Manufacturer** and each contracted Service, whose rules may be established in any Documentation, of the **Manufacturer** and/or the **Distributor**, applicable to the scenario.
- Q. Consumption management and control tools. The **CSR** will, among other means, use the tools available on the **Distributor's** electronic platform to measure or manage the consumption of the **Services** by **End Users** it has acquired, in order to assist in the fulfillment of the obligations assumed by it.
- R. Administrative Rights. **CSR** or **End User** shall not restrict or terminate **Distributor's** administrative access to its accounts.

**6. Regarding the sale (invoicing) directly to the End User.** According to the business captured by the **CSR**, the **Distributor** may, as long as it is approved, sell (invoice) the **Services** directly to the respective **End User**, whether it is a legal entity, remunerating the **CSR** by paying the sales commission charged. If applicable, all rules provided for in the other clauses of these **Terms and Conditions** shall apply, provided that they are compatible with the respective transaction, as well as the following specific rules:

- A. Commissions. The commission will be due only after the **Distributor** has actually received the adjusted amounts for the brokered benefit, without any rights or claims by the **CSR** prior to such settlement. In the event of partial payments, the commission will be paid on a pro-rata basis as payments are received. Unless otherwise expressly agreed, payment of the commission shall be made to the **CSR**, within a maximum period of (15) fifteen calendar days after the amounts due from the **End User** are actually received by the **Distributor**. The **CSR** will issue the relevant invoices for the provision of the service or brokerage services after confirmation that the **Distributor** has actually received the adjusted amounts for such sale. The scheduling of the respective payment shall be in accordance with the **Distributor's** internal rules. The calculation of the commissions will always be made according to the calculation formula determined by the **Distributor** and in accordance with the same exchange rate used by the **Distributor** in its invoicing, regardless of the exchange rate finally used by the **CSR** in its business. The **CSR** is required to reimburse commissions for sales improperly paid to the **Distributor** prior to actual receipt of the adjusted amounts for such sales. The **CSR** expressly authorizes the withholding and offsetting of commissions owed to you in the event you have an outstanding debt to the **Distributor**, including your economic group, regardless of your prior or specific consent or communication. Due to **Distributor's** operating circumstances, the **CSR** accepts and agrees that: (i) it must send invoices for service to **Distributor** within a maximum period of 120 (one hundred and twenty) days after payments are made to **Distributor** by the respective **End Users**, with a warning of loss of the respective service; and (ii) if there is a delay of more than 180 (one hundred and eighty) days in relation to the total payment due to **Distributor** by the respective **End Users**, the respective commission will be lost, even if the **End Users** pay the debit after such term. In case there is, through the electronic platform, the option to choose a percentage of commission, by the **CSR**, to be applied in a certain operation, the **CSR** will be the only responsible for such choice, being aware that this option will impact on the final price used by the **Distributor**.
- B. The Distributor's relationship with the End User and with the CSR. The **Distributor** is not responsible in any way for the relationships and obligations assumed by the **CSR** to third parties and **End Users**. **Distributor** is not responsible for any contract, obligation, duty, installation, service level, warranty, performance, service, promise or project under the responsibility of the **CSR**, the **Manufacturer** or any third party. The **CSR** is not a partner, affiliate, representative or agent of the **Distributor**, and is not authorized to act on its behalf or in its interest under any circumstances, much less to use any industrial property of the **Distributor**, and the relationship between the parties is merely civil partnership, each responding to its legal obligations to third parties, the Government and the Tax Authorities.
- C. The obligations of the CSR in case of direct sale (invoicing) to the End User. The obligations of the **CSR** in the case of direct sale (invoicing) to the **End User** are as follows (i) to submit all information and data relating to the service and the **End User**, which he may provide to the **Distributor**, directly, without error. Any irregularities in the submitted performance data as well as losses and damages resulting from such events shall be the sole responsibility of the **CSR**, who shall indemnify

**Distributor** for any damages or loss of profits caused as a result of such event; (ii) maintain the registration with **Distributor** of the **End Users** captured by him duly completed and updated, in order to provide the respective billing and collection. Any irregularity or failure to update the registration and damages resulting from such facts shall be the sole responsibility of the **CSR**, who shall indemnify the **Distributor**; (iii) send purchase orders to **Distributor** only after the corresponding irrevocable orders have been placed by **End Users** under penalty of being liable to **Distributor** for **End User's** failure to demonstrate compliance with this obligation (iv) inform and obtain the express acceptance of the respective **End Users** with respect to the contents of **Distributor's** standard sales proposal and the fact that billing is performed by **Distributor**, under penalty of being jointly and severally liable to **Distributor** for **End User's** failure to demonstrate compliance with this obligation; (v) assist, when requested, in the collection of the **End User** captured by him/her; and (vi) advise that late payment will result in the deactivation of the Service. Failure to comply with any of the obligations set forth in this Section "C" shall entitle **Distributor**, regardless of prior acceptance, to make good the amount of the verified damage or loss of profit, including with respect to charges (monetary correction index, Interest Rate, and penalty) not received due to **End User's** delay in paying the commissions to which the **CSR** is entitled because of any business acquired by **End User**.

**7. Hardware and infrastructure purchases.** The **CSR** agrees that any and all additional hardware infrastructure products associated with the delivery and performance of the **Services** that may be provided by the **Distributor** within a reasonable time will be purchased through the **Distributor**, subject to the **Distributor's** standard terms and conditions of sale and pricing for such associative hardware infrastructure products.

**8. Certification Program.** If the **Manufacturer** requires compliance with a formal certification program or any other condition, then the **CSR** may be required to demonstrate certification in relation to that program or satisfaction of the required condition prior to submitting Service Purchase Orders to the **Distributor**.

**9. Distributor Obligations.** Within the scope of the indemnities provided for in Section 3 of this instrument, **Distributor** shall: (i) immediately notify the **CSR** of any claim that is the subject of the **CSR's** indemnification obligations under this instrument, provided, however, that failure by **Distributor** to immediately notify the **CSR** shall not relieve the **CSR** of its obligation to indemnify **Distributor**; (ii) cooperate reasonably with **CSR** in the performance of its obligations, provided that any related costs or expenses incurred by **Distributor** shall be borne in full by the **CSR**; and (iii) grant the **CSR** the right to control the defense and resolution of any claim subject to indemnification, provided that the **CSR** pays in full any monetary component of such settlement, and that this settlement provides a complete and unconditional release of the **Distributor** and no admission of liability by the **Distributor**. Notwithstanding the foregoing, (a) **Distributor** is entitled to use separate legal services and to participate in the defense of such action, at **Distributor's** expense, and (b) if (1) the **CSR** does not immediately assume the defense of such claim after notice of its appointment to do so, or (2) **Distributor** reasonably concludes, that it may have a defense different from or additional to those available to the **CSR**, and that this could result in a conflict of interest or loss to the **Distributor** if both Parties are represented by the same attorney, then the **Distributor** is entitled to assume the defense of such claim with the attorney(s) of its choice, with the **CSR** assuming the costs thereof.

**10. Documentation.** "Documentation" means any and all documents, policies, procedures, addendums, programs, requirements, criteria and/or additional information related to the sale and use of the **Services** to be purchased, including, without limitation, the Authorized Use Policy and the SLAs (Service Level Agreements), incorporated herein by reference and which may be updated or modified from time to time without notice from the respective **Manufacturers**, and the Software License ("EULA"), which may be updated or modified from time to time without notice. The **CSR** must accept and comply with the terms of the Documentation and must notify its **End Users** to accept and comply with the terms of the Documentation. The **CSR** must immediately notify **Distributor** of an **End User's** refusal to accept any of the terms of the Documentation as soon as it becomes aware of it.

**11. Failure to Comply with Documentation.** In the event of any violation of the Documentation by any **End User**, the **CSR** shall immediately notify the **Distributor** and the **Manufacturer** of any breach of such terms by an **End User** of which it becomes aware. In this event, the **CSR** may be requested to enforce the Documentation against the **End User**. The **Distributor** shall have the right to terminate or require the **CSR** to terminate the respective Software License for such cause, if the **End User** is in breach and such breach has given rise to such right in accordance with the applicable Documentation.

**12. Termination.** These **Terms and Conditions** may be terminated by the **Distributor**, according to one or more of the following provisions:

- (i) without notice, (a) in the event of a breach of this terms and conditions; (b) in the event of non-use of subscriptions, accounts or tenants pursuant to Section 5H; (c) in the event that **CSR** seeks an order for relief under the bankruptcy or insolvency laws of the applicable jurisdiction, violates applicable law, or commits acts that would bring it into commercial dispute, including protests. In the event of such an event, either **Distributor** or **Manufacturer** shall have the right to notify **End Users** about termination of the **CSR** and will provide instructions on how **End Users** may continue to receive the contracted **Services**, including with respect to any Renewal of the Subscription Term;
- (ii) with prior notice, for **Distributor's** convenience and convenience, even in the event of expiration of the contracts signed with the **Manufacturers**. The prior notice referred to in this item may be given by any means, including communications generated on the respective sales platforms used by **Distributor**;

### 13. Data Privacy and Security.

- A. Privacy. The **CSR** shall (i) comply with all applicable legal requirements in terms of privacy and data protection; and (ii) give sufficient prior notice and obtain the express consent and authorization of the **End Users** and any other party providing personal data to the **CSR**, **Distributor** or **Manufacturers** for the processing of the data by the **CSR**, **Distributor**, **Manufacturers** and their respective Affiliates, subsidiaries and service providers contemplated in these **Terms and Conditions**. The **CSR** undertakes to comply with local data protection laws. The **Manufacturer** may collect, use, transfer, disclose or process the data of any **End User**, including personal data, as described in the applicable Software License.
- B. End User Data. Unless otherwise agreed between the **CSR** and the **End User**, the **CSR** will use the **End User's** data only for the purpose of providing the **End User** with the **Services** to be contracted for under this instrument and will assist the **End User** in the management of the **Services**. In addition, the **CSR** must only access and disclose to public officials or other government officials data relating to the **End User**, including the content of communications (or provide public officials or other government authorities with access to such data) to the extent that such conduct is required by law. If the **CSR** receives a request for **End User** data directly from public officials and a governmental authority, the **CSR** must inform the **End User** or the respective **Manufacturer**, as the case may be, that such data is requested directly from the **End User**. If the **End User** Data is required to be disclosed to comply with the law, the **CSR** must immediately notify the **End User** and provide a copy of the requirement, unless legally prohibited to do so. The **CSR** will require in its agreements with the **End User** that, to the extent required by law, the **End User** is mindful of, and notifies individual users of the **Services**, that their data may be processed for the purpose of disclosure to public officials or other governmental authorities pursuant to law, by obtaining the consent of the users for such purpose.
- C. Non-access to personal data by the Distributor. The **CSR** is aware that the **Distributor** does not have access to the **End User's** data and information that are not related to Services.
- D. Security. **CSR** and **End User** are responsible for implementing the necessary mechanisms to (i) guarantee the security of any information in their systems, which includes, but not limited to, the security of their confidential and proprietary information and (ii) maintain a procedure external to the Services to rebuild lost or altered files, data or programs of the **End User**. In this sense, **CSR** and **End User** will be responsible for (i) misuse of, including any hacking/fraudulent activities conducted through, any of its Partner Portal accounts; and (ii) any vulnerability or violation affecting the security of their systems. The **CSR** and **End User** will be liable for any and all the damages to the **CSR**, its **End User** or third parties.
- E. Compensation for damages. The **Distributor** must be safe from any administrative, judicial, or arbitral proceedings relating to the irregular processing of personal data by the **CSR** or the **End User**, safeguarding the **Distributor's** right to be compensated for any damages.
- F. Other Security Obligations. **CSR** shall be solely responsible for any and all activity under the Platform or any partner portal provided Manufacturer, and related accounts. **CSR** will ensure that (i) only its representatives that are authorized to use the Platform or partner portal are given access to the **End User's** accounts; and (ii) its authorized representatives access and use the Platform responsibly; and (iii) all access credentials are responsibly managed and secured. **CSR** must implement and enable all security tools available, as like a Multifactor Authentication ("MFA") solution, to access any **Manufacturer** cloud portals and must ensure that its **End User's** (including inter alia any and all **Manufacturer** tenants and related accounts) implement and use such MFA solution in accessing (i) any Distributor cloud service or Platform, and (ii) any

Manufacturer commercial cloud portal, partner portal or any underlying service. **Distributor** may audit and verify **CSR's** or **End User's** activation and continued use of MFA via API ("Application Programming Interface") or other access verification technology (e.g. - bots) by accessing the **CSR's** or **End User's** environment, tenants and accounts without prior notice. **CSR** hereby consents (and shall ensure that **End User** consents) to the **Distributor's** right to audit **CSR's** and **End User's** compliance with MFA activation and continued use. **CSR** will defend, indemnify and hold harmless **Distributor** for any claims arising out of or related to **CSR's** breach of its obligations in this section.

- 14. Compliance with anti-corruption laws and policies.** The **CSR** declares that it will not tolerate any act contrary to the "Anti-Corruption Laws" applicable in the country where **Distributor** is located, and also understands that the legislation is applicable to individuals who act in collusion, with the purpose of propagating, protecting and/or promoting corruption. Non-exhaustive examples are providing and/or accepting false invoices; approving the payment of bribes; transmitting instructions to pay bribes; covering up, facilitating, sponsoring, or cooperating in any way with the payment of bribes, regardless of the intended purpose, among other acts. The **CSR** agrees that it shall not, and shall not undertake to, guarantee that any of its associated parties and/or employees, directly or indirectly, whether in private business relationships or with the public sector, will offer, give or agree to offer or give (either directly or through a third party) any payment, gift, benefit or other advantage related to the object or supply to be contracted, that (i) may violate Anti-Corruption Laws applicable where **Distributor** is located; (ii) which in fact or with the intention of, facilitate, induce, influence decisions or benefit any person by acting in violation of an expectation of good faith, impartiality or trust, or for which the receipt is inappropriate for the recipient; (iii) are made available to public authorities with the intention of influencing them and obtaining or maintaining an advantage in the conduct of business; or (iv) which the average person may consider unethical, illegal or inappropriate (acts of corruption). The **CSR** declares and guarantees, irreversibly and irrevocably, that he and his associated parties/collaborators are not involved in any act of corruption. The **CSR** further declares in this act that they and/or any of their associated parties/collaborators at no time: (i) have been convicted by any court or jurisdiction of being involved in an act of corruption (or similar conduct); (ii) have admitted to being involved in any act of corruption (or similar conduct); or (iii) have been investigated or suspected in any jurisdiction of being involved in an act of corruption (or similar conduct). In addition, the **CSR** will comply with all applicable laws against bribery, corruption, improper books and records, inadequate internal controls, and money laundering, including the U.S. Foreign Corrupt Practices Act. ("Anti-Corruption Laws"). The **CSR** states that it has reviewed and will comply with the Anti-Corruption Policies from the respective **Manufacturer**, including [Microsoft Partner Code of Conduct](#) as applicable. During the term of these **Terms and Conditions** and until five years after (i) the termination of this instrument, or (ii) the date of issuance of the final payment between the **CSR** and **Distributor**, whichever is later, **Distributor** shall have access to, and the **CSR** shall maintain, any books, documents, records, files or other materials relating to these **Terms and Conditions** (the "Material Records"). The **CSR** shall establish and maintain a reasonable accounting system that allows **Distributor** and its audit-related agents to identify assets, expenses, expenditures, cost of goods, margins, discounts, reimbursements from the **CSR** or other payments and indemnities received, and the use of funds related to this instrument. The **CSR** must maintain a system of internal controls to prevent the payment of bribes and provide reasonable assurance that the financial statements and reports are accurate. The **CSR** should not have unrecorded or undisclosed accounts for any purpose. False, misleading, incomplete, inaccurate or artificial entries and disclosures in books and records are prohibited.
- 15. No warranty.** **Distributor** makes no other representations, conditions or warranties of any nature. **Distributor** excludes all implied warranties and conditions, such as the implied warranties of merchantability, non-infringement and fitness for a particular purpose.
- 16. Warranty.** The warranty and support, if any, for the **Services** are the sole responsibility of the respective **Manufacturers**, and must be procured by them, and it is the responsibility of the **CSR** to inform the respective **End User** accordingly. The term, conditions and warranty and support processing are, if applicable, those stipulated in the policies, manuals and agreements governing each of the contracted **Services**, which the **CSR** declares to know, accept and is obliged to make known their content to the respective **End Users**.
- 17. Reseller as End User.** If the **CSR** purchased **Services** for its own use, acting as an **End User**, all terms and conditions set forth in these **Terms and Conditions**, as well as other terms and conditions set forth in



the Reseller's standard offering, which do not conflict with these **Terms and Conditions**, shall apply to it. The **Distributor's** standard proposal is available on the **Distributor's** website.

**18. Data Maintenance.** After the cancellation, suspension or lack of reactivation of the **Services** for a period of 90 days, a loss of data or information will occur, in accordance with the policies of the Manufacturers.

**19. Use of Trademarks.** These **Terms and Conditions** do not grant either party any right, title, interest or license in any of the other party's Trademarks. **CSR** may use the corporate name, technology names and trademarks of any **Manufacturer** in plain text (but not logos, trade dress, designs or word marks in stylized form) to accurately identify and refer to the **Services** to be provided, their technology and applications according to usage guidelines.

**20. Modification of the Terms and Conditions.** The **Terms and Conditions** established under this agreement, including but not limited to the Specific Addendums, may be modified without prior notice and its updated version will be published on the **Distributor's** Platform, being considered current and enforceable against the **CSR** as of its publication on the Platform. It is the duty of the **CSR** to access to the current and updated version of this agreement periodically and prior entering the Platform and / or establishing any commercial relationship with **Distributor**. If you do not agree with any modification to be made to this agreement, the **CSR** must send written notification requesting its termination, notwithstanding the survival of the agreement to govern any situation and relationships established under and in connection with this Agreement.

**21. Entire Agreement.** This Agreement, its exhibits and all documents, proposals, notices, communications and requests sent or delivered by one party to the other in connection with the performance of the obligations set forth in this Agreement contain the entire covenant and agreement of the parties relating to the subject matter hereof(s). The terms of any purchase order or any document provided by the **CSR** or End User, including, without limitation, any pre-printed terms thereon and any terms that are inconsistent or in conflict with the agreements set forth in this Agreement or its Exhibits shall be null and void and of no legal force and effect. In the event of a conflict between the provisions of the documentation relating to this Agreement, the order of priority with respect to the conflicting term shall be (i) the applicable Specific Addendums and (ii) this Agreement.

**22. Applicable Law and Jurisdiction.**

The Parties agree that this relationship and all binding relationships arising out of these Terms and Conditions, its Specific Addendums and any other Documentation shall be governed by the Applicable Laws as specified in Exhibit II-B to this Agreement.

The Jurisdiction as specified in Exhibit II-B to this agreement is chosen in lieu of any other court, however privileged, to adjudicate any dispute between the parties with respect to this Agreement, including any action, remedy or proceeding, judicial or extrajudicial, including any other term, instrument or attachment which refers to or implies, either implicitly or explicitly, these Terms and Conditions. The **CSR** accepts the exclusive jurisdiction and venue of the Jurisdiction.

**23. Electronic Signature.** The Parties recognize the electronic, digital and computerized form of contracting as valid and fully effective, even if constituted by electronic signature or digital certificate that is outside the parameters set forth in the law of the applicable jurisdiction.

**BY CLICKING THE BUTTON "I HAVE READ AND I ACCEPT THE CLOUD SERVICES RESELLER TERMS AND CONDITIONS" OR BY SIGNING THIS AGREEMENT, ON BEHALF OF YOUR COMPANY OR ANY OTHER LEGAL ENTITY REPRESENTED HEREIN, YOU ATTEST TO HOLD THE NECESSARY & SUFFICIENT POWER OF ATTORNEY TO ENTER INTO THIS AGREEMENT. IF YOU DO NOT HAVE THE AUTHORITY TO ENTER INTO THIS AGREEMENT OR IF YOU DO NOT AGREE WITH THIS TERMS, DO NOT CLICK THE "I HAVE READ AND ACCEPT THE TERMS AND CONDITIONS OF USE" BUTTON AND DO NOT PURCHASE, SELL THROUGH OR USE THE PLATFORM GOVERNED BY THE AGREEMENT HEREIN.**

[Signature block down below]

	<input type="checkbox"/> <b><u>I HAVE READ AND ACCEPTED THE CLOUD SERVICES RESELLER TERMS AND CONDITIONS</u></b> Date: _____
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<hr/> <p><b>TD SYNEX</b> <i>Distributor</i></p>	<p><b>CSR</b></p> <p><b>Signature:</b> _____</p> <p><b>Full Name and Title of Legal Representative:</b> _____</p> <p><b>Company Name:</b> _____</p> <p><b>Address:</b> _____</p>
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**Exhibit I : Contracting Party, Registered Address y Applicable Territory**

“TD SYNnex Contracting Party” means the identified party selected with an (X) in the schedule down below, based on the Applicable Territory. In the event of multiple Applicable Territories, corresponding country should be selected with an (X).

	TD SYNnex Contracting Party	Offices Location	Applicable Territory
<input type="checkbox"/>	TD SYNnex Argentina, S.R.L.	Argentina	Argentina <input type="checkbox"/>
<input type="checkbox"/>	Tech Data Argentina, S.A.		Paraguay <input type="checkbox"/>
<input type="checkbox"/>	TD SYNnex Brasil Ltda.	Brazil	Brazil
<input type="checkbox"/>	TD Soluções Avancadas de Tecnologia Brasil Ltda.		
<input type="checkbox"/>	TD SYNnex Chile Limitada	Chile	Chile
<input type="checkbox"/>	TD SYNnex Colombia Limitada	Colombia	Colombia
<input type="checkbox"/>	TD SYNnex Costa Rica S.A.	Costa Rica	Costa Rica
<input type="checkbox"/>	TD SYNnex Ecuador Cia. Ltda.	Ecuador	Ecuador
<input type="checkbox"/>	Westcon México, S.A. de C.V.	Mexico	México
<input type="checkbox"/>	TD SYNnex Panamá S.A.	Panama	Panamá
<input type="checkbox"/>	TD SYNnex Paraguay S.R.L.	Paraguay	Paraguay
<input type="checkbox"/>	TD SYNnex Peru, S.A.C.	Peru	Perú <input type="checkbox"/> Bolivia <input type="checkbox"/>
<input type="checkbox"/>	TD SYNnex CALA, Inc.	United States	South America, Central America y Caribbean; indicate country: _____
<input type="checkbox"/>	TD SYNnex Uruguay S.R.L.	Uruguay	Uruguay

**Exhibit II- A : Interest Rates**

“Interest Rates” means, in connection with each TD SYNnex Contracting Party and the respective Office Location, monthly interest rate percentage to be applied to unpaid fees, as shown down below.

Offices Location	Interest Rate
Peru	2% (two percent)
Chile	2% (two percent)
Argentina	3.5% (three and half percent)
United States	1.5% (one and half percent)
Ecuador	1% (one percent)
Colombia	1.5% (one and half percent)
Costa Rica	1.5% (one and half percent)
Panama	1.5% (one and half percent)
Uruguay	3.5% (three and half percent)
Mexico.	1.5% (one and half percent)
Paraguay	3.5% (three and half percent)
Central America y Caribbean	1.5% (one and half percent)

**Exhibit II- B: Applicable Law and Jurisdiction**

**“Applicable Law” y “Jurisdiction”** means, in connection with each TD SYNEX Contracting Party’s office’s location, the laws of the country and jurisdiction of the city specified in the schedule down below.

<b>Offices Location</b>	<b>Applicable Law y Jurisdiction</b>
Peru	Lima, Peru
Chile	Santiago de Chile, Chile
Argentina	Buenos Aires, Argentina
USA	Florida, USA
Ecuador	Quito, Ecuador
Colombia	Bogotá, Colombia
Costa Rica	San José, Costa Rica
Panama	Panama City, Panama
Uruguay	Montevideo, Uruguay
Mexico	Mexico City, Mexico
Paraguay	Asunción, Paraguay

**Exhibit III: Specific Addendums for Cloud Services**

By signing the Terms and Conditions, you ACKNOWLEDGE YOU HAVE READ AND AGREE TO BE BOUND by the following Specific Addendums for Cloud Services, which contain terms and conditions related to the resale of Cloud services provided by the Manufacturer identified below, made available in the links provided below and incorporated into this Agreement by reference.

<b>"Manufacturer"</b>	<b>Links to Specific Addendums</b>
Amazon Web Services	<a href="https://www.cloudsolv.lac.tdsynnex.com/en/adenda-aws">https://www.cloudsolv.lac.tdsynnex.com/en/adenda-aws</a>
Google LLC	<a href="https://www.cloudsolv.lac.tdsynnex.com/en/adenda-google">https://www.cloudsolv.lac.tdsynnex.com/en/adenda-google</a>
Microsoft Corporation	<a href="https://www.cloudsolv.lac.tdsynnex.com/en/adenda-microsoft">https://www.cloudsolv.lac.tdsynnex.com/en/adenda-microsoft</a>