



Ingram Micro Levant s.a.l
Standard Terms and Conditions of Sale

Definitions

Cloud/MSP Supplier means data center/device software/hardware and cybersecurity software/hardware Suppliers that operate programs whereby participating Customers receive rights to use Products to provide a term-based services for access by their End Users (each, a “**Cloud/MSP Program**”). The specific terms of the Cloud/MSP Program operated by the Suppliers are listed in a separate Supplier Exhibit provided to MSP and in the applicable Supplier program guide.

End User means any purchaser of the Customer that purchases the Products or Services through the Customer

Electronic Means means any electronic means including without limit on the Web, by EDI or XML, or Inside Line®.

Customer means person, business or company that is purchasing Products or Services from INGRAM MICRO.

Intellectual Property means all trademarks, copyright and other intellectual property rights.

INGRAM MICRO means any one of INGRAM MICRO LEVANT S.A.L, a joint stock company or Ingram Micro Levant (Offshore), a joint stock company, as may be determined from the invoice issued to the Customer in respect of the Products and Services in question.

Managed Services means services for remotely managing an End User’s infrastructure and/or end-user systems and/or end user hosted infrastructure/subscription.

MSP means an entity that intends to provide subscription computing service that allows end users to access the computing or processing power or software applications or hardware that are installed and operated on the systems of the entity and/or on the systems and/or devices of the end user or on the systems of a third party entity and/ the systems of the Supplier, and that holds a valid contract and/or partnership with the applicable Supplier to participate in the desired Cloud/MSP Program, if required by the applicable Supplier, and is in full compliance with the applicable Supplier Exhibit and the current terms of the Cloud/MSP Program as set forth by the Supplier.

Non-Conforming Product shall mean a Product that does not conform to the Supplier’s Warranties.

Personal Data is information about an identified or identifiable individual as defined in the applicable data protection legislation.

Products means goods (including but not limited to Computer hardware and software) or services, where applicable, to be supplied by INGRAM MICRO to its Customers under these Terms and Conditions.

Services means any services supplied or performed by IM or its authorized service providers to the Customer.

Terms means any and all terms and conditions contained in

this document, including any and all terms and conditions contained in any annex, appendix, schedule, exhibit or any other document enclosed with, attached or related to this document.

Supplier means the manufacturer or publisher of a particular Product.

Supplier’s Warranties means the warranties, if any, provided by the applicable Supplier of a particular Product

Force Majeure means any event or circumstance beyond the reasonable control of INGRAM MICRO, by reason of which INGRAM MICRO is prevented or delayed from delivering Products & Services and by reason of which INGRAM MICRO will not be liable for any delay or failure to perform any obligations under these terms and conditions, including but not limited to: Customer’s or Customer’s purchasers’ failure to timely supply necessary data, information or specifications; any changes in data, information or specifications made by Customer or Customer’s purchaser; third party equipment manufacturer design defects, flaws or errors; act of God, and other unpredictable events such as war, events similar to war, accidents; riots or civil disturbances, sabotage or terrorism; dangerous conditions which present a threat to the safety or health of IM’s personnel, instructions by government, non-permission of export, import or transit permissions, national measures to limit trade traffic, strike, lockout and any other interruptions, traffic jams, Internet blackouts or brownouts; severe weather; fire; explosions; floods; strikes; work stoppages; slowdowns or other industrial disputes, inability to obtain any license or consent necessary in respect of any third party software; and delays by suppliers or material shortages, no matter whether these events occur at or affect INGRAM MICRO, its suppliers, contractors, its subcontractors, or any other third party on which INGRAM MICRO relies from time to time. Scheduled performance dates shall be extended for these causes.

1.1 Validity of Terms These Terms apply to all orders, quotations and sale of Products and/or Services by INGRAM MICRO to any Customer or potential Customer and (in the absence of express provisions to the contrary), to all future transactions involving INGRAM MICRO and an existing Customer, to the exclusion of all other terms and conditions asserted or proposed by any Customer and supersede all prior understandings, arrangements and agreements Additional terms and conditions on any Customer document (e.g., order) will have no effect (i.e., will not change or add to these Terms whether or not INGRAM MICRO specifically objects to those terms and conditions). ANY DIFFERENT OR ADDITIONAL TERMS AND CONDITIONS IN ANY PURCHASE ORDER, INVOICE OR OTHER SUCH DOCUMENT SUBMITTED BY CUSTOMER ARE HEREBY EXPRESSLY REJECTED AND SHALL HAVE NO FORCE OR EFFECT

1.2 Customer's acceptance of these Terms shall be deemed by (i) Customer signing these terms and conditions or (ii) Customer providing a purchase order to INGRAM MICRO, or (iii) Customer’s acceptance of any Product or Service from INGRAM

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MICRO, whichever occurs first. The Customer acknowledges that it has read these Terms and understands their content and agrees to be bound by them.

- 1.3 No amendment or modification of these Terms and Conditions shall be effective unless confirmed in writing by the General Manager of INGRAM MICRO or, in relation to Clause 10.1 below, the Financial Controller of INGRAM MICRO.
- 1.4 In the case of orders placed by Electronic Means which refer to any terms and conditions of the Customer, INGRAM MICRO 's automatic taking on to its system of such order shall amount to a rejection of the Customer's terms and conditions and an offer to supply the Products and/or Services ordered on the basis of these Terms.
- 1.5 Without prejudice to the application of these Terms, additional and more detailed terms may apply for certain Products and/or Services, including specific terms applicable to special prices offered by Suppliers through INGRAM MICRO ("Special Terms") and additional terms may apply with respect to INGRAM MICRO's delivery and other aspects of its business. Any additional terms and the updated Special Terms will be made available on INGRAM MICRO's web site <https://lb.ingrammicro.com/> or otherwise made available to Customer. It is the Customer's responsibility to be aware of and adhere to the additional and Special Terms as current from time to time, and by ordering Products and/or Services from INGRAM MICRO the Customer agrees to be bound by additional and Special Terms and Customer agrees to indemnify INGRAM MICRO for any claims made against INGRAM MICRO by the Suppliers related to Customer's non-compliance with such Special Terms.

2. Offer and order acceptance

- 2.1 All offers and quotations by INGRAM MICRO and proposed business arrangements are for information only and shall not be binding on INGRAM MICRO in any way whatsoever. All orders placed by Customer must be made in accordance with INGRAM MICRO's ordering requirements and are subject to INGRAM MICRO's acceptance.
- 2.2 A purchase order will be deemed accepted by INGRAM MICRO when INGRAM MICRO ships the Products, or a back order or delivery delay is confirmed in writing by an authorized representative of INGRAM MICRO to Customer, or when INGRAM MICRO commences performance of the ordered Service, or the order is confirmed in writing by INGRAM MICRO by an authorized signatory of Ingram Micro (including by email and other electronic means).
- 2.3 Modification or waiver by INGRAM MICRO of any contractual provision in respect of one order or transaction shall be exclusively limited to the applicable order to transaction and shall not in any way constitute modification or waiver in respect of any future orders or transaction.
- 2.4 Unless expressly marked as binding in writing by INGRAM MICRO, all drawings, designs, illustrations, features, specifications and particulars of dimensions and weights and other such information submitted by INGRAM MICRO are approximate only.
- 2.5 INGRAM MICRO may at its own discretion reject any order placed by Customer if there is an insufficient supply of Products

which prevents INGRAM MICRO from being able to fulfill such order without the obligation to justifying its decision.

- 2.6 EXCEPT IN CLOUD/MSP PROGRAMS IDENTIFIED BY IM AND AUTHORIZED BY THE SUPPLIER WHERE PRODUCTS ARE NOT FOR RESALE, ALL PRODUCTS SOLD TO CUSTOMER ARE STRICTLY FOR RESALE TO END USERS (WHO PURCHASE FOR INTERNAL USE) IN THE COUNTRY(S) AS AUTHORIZED BY THE SUPPLIER OF THE PRODUCTS. Customer agrees to indemnify and hold Ingram Micro harmless from and against any and all liability, costs or damages arising from Customer's resale of Products outside of the countries authorized by the Supplier of the Products.
- 2.7 Unless otherwise agreed in writing by an authorised representative of INGRAM MICRO, Customer may not cancel an order which has been accepted by INGRAM MICRO.
- 2.8 INGRAM MICRO disclaims any liability for any errors in the Customer's purchase order.

3. Prices

- 3.1 Unless otherwise specified, INGRAM MICRO's quoted prices offered from time to time shall serve, for a period of seven (7) calendar days thereafter, as an indicative basis for evaluation and negotiation. However, subject to the other provisions of this Clause 3, the definitive and binding price shall be that stated in INGRAM MICRO's order confirmation.
- 3.2 Notwithstanding any price stated in INGRAM MICRO's order confirmation, price increases due to monetary fluctuations will apply and be chargeable to the Customer for Products and Services not delivered at the time of such fluctuation. Such increases will be at the discretion of INGRAM MICRO, but will not constitute value greater than 50% of the total order value. The Customer undertakes to be bound by the prices as may be increased in accordance with this Clause 3.2.
- 3.3 All prices for Products & Services are for shipping EXW (Incoterms 2010) Beirut. All tax, packaging, environmental lump sum/fees, transport, freight, copyright levies, insurance and legal charges are for the Customer's account and the Customer agrees to indemnify INGRAM MICRO in respect thereof.

4. Delivery and Performance Period

- 4.1 INGRAM MICRO will use all reasonable endeavours to deliver the goods on or before the agreed delivery date, however, the delivery times are estimates only and INGRAM MICRO does not undertake, guarantee or warrant that delivery will be made on the agreed delivery date.
- 4.2 Delays in delivery and in performance due to Force Majeure shall entitle INGRAM MICRO either to postpone the delivery or service for the period during which such Force Majeure shall persist plus an appropriate additional period necessary to resume the delivery or service, or (if performance by INGRAM MICRO has not commenced) to rescind the contract with the Customer, or (if such performance has commenced) to terminate such contract as at the occurrence of the event or circumstance of Force Majeure, without (in any such event) further obligation or liability to the Customer.

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If any delivery time is postponed by more than 3 months, whether as a result of Force Majeure or not, the Customer shall be entitled after being granted, in writing, an appropriate period of grace (of at least 14 days) to withdraw from the contract completely or partly if it has been partly performed.

- 4.3** INGRAM MICRO will not be liable for any loss, damage or delay suffered or incurred by Customer or its purchasers arising from late or non-delivery of the Products or late performance of Services howsoever caused. All liability to the Customer for delay is excluded, unless the delay is based on gross negligence or willful misconduct of INGRAM MICRO.
- 4.4** INGRAM MICRO is entitled to deliver the Products and/or Services in one or more consignments. With delivery contracts each partial delivery and partial performance shall constitute independent performance. The period of delivery shall also be prolonged by such period as the Customer may be in default in meeting its contractual obligations.
- 4.5** At any time, INGRAM MICRO reserves the right, at its option, to refuse delivery until the Customer has made payment for the Products & Services or to cancel the purchase order.
- 4.6** INGRAM MICRO provides the Products and/or Services to the Customer subject to, and the Customer warrants that it will comply with, any geographical restriction on their resale specified by their Supplier.
- 4.7** Upon receiving the Products, the Customer must sign the delivery note if so, required by INGRAM MICRO's representative. INGRAM MICRO shall be entitled to assume that any person who both reasonably appears and claims to have authority to accept delivery who signs a note in respect of the Products on behalf of the Customer or the Customer's purchaser (if INGRAM MICRO has agreed to deliver direct) does in fact have the authority.
- 4.8** Where INGRAM MICRO has agreed to ship Products or perform Services direct to the Customer's purchaser any such shipment or performance shall be deemed to be delivery to the Customer and any refusal by the Customer's purchaser to accept delivery or performance shall be deemed to be a refusal by the Customer. It shall be the Customer's obligation to report any delivery discrepancies when Products are shipped direct to the Customer's purchaser or when the Products are forwarded by the Customer to its purchasers.
- 4.9** Customer agrees to provide to INGRAM MICRO a proof of delivery ("POD"), custom clearance documents or any other evidence that INGRAM MICRO may reasonably require in respect of delivery to end users at any given time and Customer agrees to indemnify INGRAM MICRO for any claims made against INGRAM MICRO by any third party resulting from or related to Customer's non-compliance with this provision.

5. Default in Acceptance

- 5.1** If the Customer refuses or fails to take delivery of the Products and/or Services ordered or is in delay in payment, INGRAM MICRO shall be entitled to store the delivery items at the sole Customer's risk and expense until such time as the Customer resumes acceptance of delivery or (as the case may be) resumes timely payment. Until resumption by the Customer, the Customer shall pay INGRAM MICRO compensation for storage expenses

at the rate of 2% per week of the purchase price with a maximum of USD 1,000 per week.

- 5.2** If the Customer continues to refuse the acceptance of delivery items after the granted grace period or if it declares non-acceptance of Products and/or Services, INGRAM MICRO shall be entitled (without obligation or liability to the Customer) to refuse to fulfil the order and claim compensation from the Customer for breach of contract. The Customer agrees that no refusal to take delivery of the Products and Services shall relieve the Customer of the obligation to pay INGRAM MICRO the full value thereof on demand and (without prejudice to the foregoing) the Customer further agrees that the loss, damage and disruption caused to INGRAM MICRO by the Customer's breach of contract will amount to no less than 40% of the agreed purchase price, and agrees that INGRAM MICRO shall be entitled at its option and without contestation, to receive such sum from the Customer by way of compensation.

6. Quantity of Delivery

- 6.1** Visible differences in quantity or damage to the Products must be disclosed in writing to INGRAM MICRO and the carrier within 48 hours from receipt of the Products in question. Hidden differences in quantity must be similarly disclosed within 4 days from receipt of the Products Customer shall reasonably detail and explain the discrepancy or why the purchased Product was refused. Failing to disclose any visible or hidden differences and to the extent permitted by law, the Products will be deemed to be conforming to the purchase order, free from defects and irrevocably accepted by Customer.
- 6.2** Acceptance of the Products by the carrier or transport agent of the Customer will constitute conclusive evidence that the correct quantity has been supplied and that the Products in question have been wrapped and shipped in accordance with all contractual requirements.
- 6.3** Should INGRAM MICRO inadvertently deliver Products that have not been ordered by the Customer, the Customer undertakes to notify INGRAM MICRO in writing within 14 days of the erroneous delivery and to keep the Products ready for pick-up by a carrier or forwarding agent to be instructed by INGRAM MICRO. Should the Customer fail to notify INGRAM MICRO of an erroneous delivery in writing or do so after the 14-day period, the Customer shall be considered for all purposes to have accepted the delivery and shall accordingly be obliged to make prompt payment for such Products in accordance with INGRAM MICRO's listed prices applicable at the time of delivery.

7. Transfer of Risk

Risk of loss and damage shall pass to Customer as soon as the shipment has been transferred to the carrier or forwarding agent instructed by the Customer or when the shipment leaves INGRAM MICRO's warehouse, whichever shall occur first.

8. Warranty & RMA

- 8.1** INGRAM MICRO does not manufacture the Products (or where the Products comprise computer software does not publish or license the software) and subject to the conditions set out below in this Clause.
- 8.2** To the extent permitted by law, Products are covered by the Supplier's Warranties. And INGRAM MICRO's entire

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responsibility with respect to warranties for the Products is to pass on to Customer the benefit of any such Supplier's Warranties. The Supplier's Warranties are in substitution for all other terms, guarantees, conditions and warranties, whether implied by statute or otherwise (including implied warranties with respect to merchantability and fitness for purpose) and INGRAM MICRO expressly excludes all such other terms, guarantees, conditions and warranties.

- 8.3** INGRAM MICRO does not warrant that repair facilities or parts will be available in respect of any of the Products.
- 8.4** Software Products are not warranted by INGRAM MICRO under these Terms. Such software Products are warranted in accordance with the relevant licence agreements governing their use.
- 8.5** In the event that a Product (exclusive hardware) should prove to be defective, the maximum entitlement of the Customer in such event (and subject to the provisions of Clause 9.2 above) will be that such Product will be repaired or replaced.
- 8.6** In the event that a Product (being software) should prove to be defective, the Customer accepts that such Product has been supplied and accepted on an "as-is" basis. Accordingly, it is agreed that INGRAM MICRO's maximum liability in respect thereof (and subject to the provisions of Clause 9.2 above) is to use all reasonable endeavors to obtain and supply a corrected version from the manufacturer concerned provided that the Customer notifies INGRAM MICRO of such defect within 90 days of the date of delivery thereof to the Customer.
- 8.7** Under no circumstances shall the Customer be entitled to deduct or set off the value of Products rejected by the Customer as faulty, in the absence of a credit note issued by the INGRAM MICRO.
- 8.8** Except as expressly set out in these Terms and Conditions, INGRAM MICRO disclaims and excludes all other warranties, whether express or implied by statute or otherwise, including but not limited to warranties of description, design, merchantability and fitness for a particular purpose, or arising from any previous course of dealing, customer or trade practice. INGRAM MICRO further disclaims and excludes all liability to the Customer for special, indirect, or consequential damage including but not limited to loss of profits or arising from loss of data in connection with the use of the Products or provision of the Services, and the Customer hereby agrees to indemnify, hold harmless and defend INGRAM MICRO in respect thereof.

9. Retention of Title

- 9.1** INGRAM MICRO shall retain title of Products and Services until it has received payment in full of all sums due in connection with the supply or provision thereof to the Customer.
- 9.2** If any Products are attached to, mixed or incorporated with other Products not owned by INGRAM MICRO and are not identifiable or separable from the resulting composite or mixed Products then title to the resulting composite or mixed Products shall vest in INGRAM MICRO (on the basis of co-ownership with other owners in the proportion which the stated value of the Products bears to the stated value of the whole) and shall be retained by INGRAM MICRO as long as and on the same terms on which it would have retained title to the Products in question.

The Customer shall store Products owned by INGRAM MICRO in such a way that they are clearly identifiable as INGRAM MICRO property and shall maintain records identifying them as INGRAM MICRO property.

- 9.3** In the event of failure or delay by the Customer in making payment, or if the Customer is the subject of bankruptcy or equivalent proceedings, or makes composition with its creditors, INGRAM MICRO shall be entitled (but not obliged) to withhold delivery of any undelivered Products and stop Products in transit and recover possession of Products already delivered and unpaid for. Alternatively, INGRAM MICRO shall be entitled (but not obliged) to reaffirm the contract for supply of the Products & Services and to require the Customer to pay for Products in transit.

10. Payment

- 10.1** All invoices shall be payable prior to delivery of the Products or in the manner described in the Payment Terms Confirmation provided by INGRAM MICRO to the Customer except as may be notified to the contrary by INGRAM MICRO 's Financial Controller. INGRAM MICRO reserve the right to cancel the purchase order and refrain from delivering the Products if the Customer fails to pay the price prior to deliver. Customer must pay to INGRAM MICRO any amount Customer owed to INGRAM MICRO in full, despite any right of set-off that Customer may have. Time shall be of the essence. No cash payments will be accepted.
- 10.2** If so required by the Customer, INGRAM MICRO may undertake to (but shall not be obliged to) provide carriage and insurance at rates and charges to be agreed and to be charged separately. Unless and until such agreement is recorded in writing, the arranging of carriage and insurance shall remain the responsibility of the Customer.
- 10.3** Notwithstanding any provision to the contrary, including any provision in documentation emanating from the Customer, INGRAM MICRO shall be entitled to book payments against earliest invoices, then against interest accrued, and finally against the current transaction for supply of Products and/or Services.
- 10.4** If the Customer is in default of its obligations to make timely payments, interest shall accrue on the amount(s) outstanding at the rate of 3% above the LIBOR rate prevailing during the period of delay. Customer shall pay all costs of collection including reasonable attorneys' fees.
- 10.5** If Customer wishes to apply for a credit line, Customer shall furnish to INGRAM MICRO all financial information reasonably requested by INGRAM MICRO from time to time for the purpose of establishing or continuing Customer's credit limit. At its own discretion, INGRAM MICRO shall have the right, without notice, to determine, adjust or refuse a credit line at any time. If a Customer exceeds his credit line at any time, INGRAM MICRO shall have no obligation to continue to deliver any Products and/or Services until such time as the Customer rectifies its credit standing for the transaction in question.

11. Limitations on Liability

- 12.1** Except as may be expressly provided elsewhere in these Terms and Conditions, neither INGRAM MICRO nor any of its servants, agents, officers, employees, suppliers or contractors shall be liable to

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the Customer for any loss or damage sustained as a result of breach of contract.

12.2 Customer agrees that that INGRAM MICRO's maximum liability related to any Products or Services (regardless of the form of action, whether by contract, tort negligence or otherwise) shall be limited to the fees paid to INGRAM MICRO for the portion of its Services or the Products rendered pursuant to this Agreement which gives rise to liability.

12.3 In no event shall INGRAM MICRO be liable to Customer or any other Party for indirect, punitive, consequential, special, incidental, or primitive loss, damage or expense caused to the Customer or any of its principals, sister companies, affiliates and subsidiaries or to any other third party (including without limitations, lost profits, opportunity costs, etc.), even if they might have been advised of their possible occurrence. Customer expressly waives any and all claims for those damages.

12. Intellectual Property

All trademarks on or relating to the Products & Services are and remain intellectual property of the respective manufacturer and/or supplier. For the use of these trademarks prior written approval of the respective manufacturer and/or supplier is required. All use and delivery of software is subject to the license agreement accompanying the Products & Services.

13.1 All intellectual property rights other than trademark rights (including for the avoidance of doubt but not limited to any title or ownership rights, copyrights, patent rights and trade secret rights) in or relating to the Products & Services supplied to INGRAM MICRO by third party owners or suppliers for onward sale or supply by INGRAM MICRO to the Customer shall at all times and for all purposes vest and remain vested in such third party owners or suppliers.

The Products and Services in question are supplied to the Customer by INGRAM MICRO subject to the foregoing rights and subject to the applicable licence in respect thereof. Except as may be provided in such licence, the Products and Services are supplied to the Customer for the purpose of onetime re-selling and to the end customer for exclusive use (excluding for the avoidance of doubt any rights to make copies or to grant user rights to any third party), and no title to or ownership of the Products & Services is conferred by virtue of these Terms and Conditions.

13.2 All Intellectual Property of INGRAM MICRO or its suppliers may only be used by Customer with the express written consent of INGRAM MICRO or its suppliers and such consent extends only to use essential for the purposes stated in it.

13.3 The Customer hereby acknowledges that it is the Customer's sole responsibility to comply with any terms of such licence and that failure to do so could result in the Customer being refused further supplies of such Products and Services. Accordingly, the Customer hereby further agrees to indemnify INGRAM MICRO in respect of any costs, charges of expenses incurred by INGRAM MICRO in any claim or legal action involving such third party, owner or supplier as a result of any breach of any of such terms and conditions by the Customer.

13.4 Customer must not register or use any trademarks, trade name, domain name, trading style or commercial designation or design used by INGRAM MICRO or its suppliers in connection with the Products

13.5 INGRAM MICRO SHALL HAVE NO DUTY TO DEFEND, INDEMNIFY, OR HOLD HARMLESS CUSTOMER FROM AND AGAINST ANY OR ALL DAMAGES AND COST INCURRED BY CUSTOMER ARISING FROM THE INFRINGEMENT OF PATENTS OR TRADEMARKS OR THE VIOLATION OF

COPYRIGHTS BY PRODUCTS. INGRAM MICRO WILL BEAR NO LIABILITY TO CUSTOMER OR ANY THIRD PARTY RELATED THERETO.

13.6 Customer will indemnify INGRAM MICRO against all liabilities, damages, costs and expenses which INGRAM MICRO may suffer or incur as a result of any work performed by INGRAM MICRO in accordance with Customer's specifications or as a result of the combination or use of the Products with other equipment, parts or software not supplied by INGRAM MICRO, and which results in the infringement of any Intellectual Property of any person.

13. Information, Data Protection, Confidentiality

14.1 In furtherance of the business relationship between INGRAM MICRO and Customer, it may be necessary or desirable for INGRAM MICRO to disclose to Customer certain non-public business and/or technical information that is either marked "Confidential" or by its nature should reasonably be considered confidential (the "Confidential Information"). Customer will protect Confidential Information from unauthorized disclosure or access by using the same degree of care it takes to protect its own confidential information which in no event shall be less than reasonable care. INGRAM MICRO's Confidential Information may be disclosed by Customer to those of its employees, affiliates or agents who have a need to know and an obligation to comply with the confidentiality terms herein. The confidentiality obligations herein will not apply to information which is or becomes publicly available, is already in Customer's possession prior to the time a party gains access, is independently developed by Customer or is rightfully obtained from third parties, or as may be required to be disclosed by law or in connection with dispute resolution. Customer acknowledges that it has read and understood INGRAM MICRO's Privacy Statement available at <https://corp.ingrammicro.com/privacy-statement.aspx> and agrees at all times not to do anything that would be a breach of the Privacy Statement.

14.2 All Product pricing, description, availability and related information ("Information") provided by INGRAM MICRO, in any form, is the property of INGRAM MICRO or its suppliers. INGRAM MICRO hereby grants Customer a limited, non-exclusive, non-transferable license to use the Information for its internal use only for the purpose of Customer's purchases and sales of Products sold by INGRAM MICRO to it. INGRAM MICRO shall be entitled to stop the provision of Information at any time without notice. Customer agrees to hold in confidence and not to directly or indirectly use, reveal, report, publish, disclose or transfer to any other person or entity any of the Information or utilise the Information for any purpose except as permitted herein. INGRAM MICRO makes no warranty, either express or implied on the Information or its accuracy. All Information is provided to Customer "as is." If INGRAM MICRO provides Information to Customer by Electronic Means, Customer agrees to update such Information regularly to ensure its accuracy. Specifically but without limitation Customer is not entitled to utilise Information for any purpose other than in the normal course of business of a reseller and is not entitled to use, reproduce or display the Information in any way, which in INGRAM MICRO's opinion; (1) would enable it to be identified as information obtained from INGRAM MICRO, (2) would enable comparison of the Information with other suppliers' information relating to Products or (3) could be damaging to INGRAM MICRO's business interests.

14.3 Customer agrees that INGRAM MICRO may disclose to its suppliers and other interested parties certain details about INGRAM MICRO's business with Customer including to credit rating agencies and insurers, and of INGRAM MICRO's sales of the respective

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suppliers' Products to the Customer. Customer agrees that INGRAM MICRO may use Customer data, including End User data, including any Personal Data, for the purpose of marketing and sales of Products to Customer, and Customer agrees to INGRAM MICRO 's collection, storage and processing of such data for this purpose. Customer represents and warrants that it has all necessary consents or other legal permissions to share End User Data with INGRAM MICRO for marketing and sales of Products. Customer agrees to receive Product information and promotions and other communications from INGRAM MICRO by e-mail and other communication tools until Customer opts out from receiving such communications.

14.4. If INGRAM MICRO receives Personal Data about Customer's customers for the purpose of direct delivery of Products or Services or for any other or similar purpose, INGRAM MICRO acknowledges that Customer is the data controller of and retains all rights, title and interest in such Personal Data. Customer represents and warrants that any Personal Data provided to INGRAM MICRO has been collected with adequate customer consent or is otherwise legally permitted or required to disclose to INGRAM MICRO.

14.5. INGRAM MICRO's collection, use, storage, process, disclosure and deletion of Personal Data provided by Customer under this Agreement is governed by the privacy statement located at <https://corp.ingrammicro.com/privacy-statement.aspx> or such other place as may be updated by INGRAM MICRO from time to time ("Privacy Statement").

14. Compliance With Export Laws

14.1 Customer acknowledges and shall advise its customer that the Products may be controlled for export by the United States ("US") Department of Commerce or by the European Union ("EU") or by the United Kingdom ("UK") or by the Netherlands authorities and that the Products may require authorization prior to export from Lebanon or re-export or transfer.

14.2 Customer agrees that it will not export, re-export, or otherwise distribute Products, or direct products thereof, in violation of any export control laws or regulations of the US, the EU, the Netherlands, and the UK or Lebanon.

14.3 Customer warrants to inform IM via email or in the Purchase Order or in the Restricted Product Certificate what for the Products will be used by whom specifically by its own company or by a specific end-user.

14.4 Customer further warrants that the Products:

14.4.1 will not be used for military end use as defined in Article 4 sub 2 of EU Regulation 428/2009;

14.4.2 will not be used for purposes of disruption, interception or monitoring of telecommunication networks or Internet Protocol network communications that could assist in or enable human rights abuses, or systems, equipment and components to perform 'cryptanalytic functions' in order to defeat, weaken or bypass "information security";

14.4.3 will not be used in any nuclear explosive activity or any unsafeguarded nuclear fuel-cycle activity; will not be used in connection with the development, production, handling, operation, maintenance, storage, detection, identification or dissemination of chemical, biological or nuclear weapons or other nuclear explosive devices or the development, production, maintenance or storage of missiles capable of delivering such weapons, nor will they be resold if we know or suspect that they are intended or likely to be used for such a purpose; and

14.4.4 will not be re-exported or otherwise re-sold or transferred to a destination subject to a UN, EU, OSCE, or US embargo where that act would be in breach of the terms of that

embargo or sold to companies or individuals listed on the Denied Persons List published by the US Department of Commerce.

14.4.5 Customer certifies that it will not export or re-export any Products with knowledge that they will be used in the design, development, production, or use of chemical, biological, nuclear, or ballistic weapons, or in a facility engaged in such activities, unless Customer has obtained prior approval from the US Department of Commerce and relevant Turkish authorities.

14.5 Customer certifies that it will not engage in the resale, export, reexport or transfer of such items, directly or indirectly, without the required export license or other approval under the Lebanon, EAR or OFAC regulations, to:

14.5.1 any party who is (1) a military end-user or (2) will use the product for a military end-use, if the product is described in Supplement No. 2 to Part 744 of the EAR, or

14.5.2 any party who is (1) a military end user or (2) will use the product for a military end-use located in China, Russia or Venezuela, if the product is a Microprocessor and associated Software and Technology as described in Section 744.17 of the EAR, or

14.5.3 any party who is (1) a military end-user or (2) will use the product for a military end-use located in China, Russia or Venezuela, if the product is described in Section 744.21 of the EAR, or

14.5.4 any party who is a "more sensitive government end-user" if the product is described in Section 740.17(b)(2) of the EAR.

Customer

15.6 In the event Customer exports the Product outside Lebanon, the Customer shall ensure it has done so in compliance with clause 15, shall comply with all applicable export and import rules and regulations, shall obtain all applicable licenses, and Customer shall indemnify INGRAM MICRO from and against all loss and damage sustained as a result of the Customer's failure to comply with obligations set forth in this section 15. In line with Export / Trade Compliance checks that may need to be undertaken by INGRAM MICRO when implementing Manufacture Export Compliance Policies, INGRAM MICRO reserves the right to cancel / terminate any contracts with customers failing these checks.

16. Legal and Compliance and Anti-corruption

16.1 INGRAM MICRO and Customer agree to abide by all laws and regulations applicable to the performance of their respective obligations under these terms and conditions. Customer agrees to comply with the U.S. Foreign Corrupt Practices Act, the UK Bribery Act 2010 and corresponding legislation applicable in the jurisdictions Customer conducts its business. Customer has not made, and will not make, any direct or indirect payment, offer to pay, or authorization to pay, any money, gift, promise to give, or authorization of the giving, of anything of value to any government official, or the immediate family of any such official, for the purpose of influencing an act or decision of the government or such individual in order to assist, directly or indirectly, Customer in obtaining or retaining business, or securing an improper advantage.

16.2 INGRAM MICRO's Code of Conduct governs the conduct by INGRAM MICRO's associates and includes inter alia a prohibition on receipt and solicitation of gifts, gratuities, entertainment and other courtesies to and from customers unless certain conditions are met. Customer agrees to observe this policy when conducting business with INGRAM MICRO. A copy of INGRAM MICRO's Code of Conduct is available on www.ingrammicro.com or upon request.

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16.3 Certain Suppliers' Codes of Conduct (available at the respective Supplier website or upon request) may apply in respect of the purchase, sale and marketing of their Products or Services. It is the Customer's responsibility to be aware of and adhere to the respective Supplier's Code of Conduct, and by ordering Products and/or Services from INGRAM MICRO the Customer agrees to be bound by such Codes of Conduct

16.4 Customer agrees to indemnify and hold INGRAM MICRO harmless from and against any and all liability, costs or damages arising from Customer's non-compliance with these Terms or applicable laws and regulations.

17. Restrictions. Special Discount and Passthrough.

17.1 All Products delivered to Customer hereunder may have additional restrictions on their use, including those specified by the Supplier.

17.2 Customer is solely responsible for ensuring its adherence to any and all such restrictions and requirements and agrees to indemnify and hold INGRAM MICRO harmless from and against all costs, fees, expenses, and liability, costs or damages arising from Customer's direct or indirect violation of same.

17.3 If INGRAM MICRO passes to Customer a special discount provided by Supplier for an intended End User, Customer must ensure that the special discount is passed through for the benefit of the End User. This also means that the Customer's price to the End User may not exceed the Maximum Resell Price. "Maximum Resell Price" is the total estimated retail price for the Products as provided by the Supplier less the applicable special discount.

18. Governing Law

18.1 These Terms and Condition shall be governed by and construed in accordance with the laws of Lebanon excluding its conflicts or choice of law rule or principles which might refer to the law of another jurisdiction. The United Nations Convention on Contracts for the International Sale of Goods shall not apply to these Terms. Customer submits to the jurisdiction of the Courts of Beirut.

19. General

19.1 The current version of these Terms as published at INGRAM MICRO 's website at the time of sale are the applicable terms and conditions of sale between INGRAM MICRO and Customer. These terms may be amended from time to time without notice at INGRAM MICRO's sole discretion by continuing to place orders for Products, Customer will be deemed to have accepted the revised Terms.

19.2 No variation of these Terms by the Customer shall be effective unless made in writing and signed by a duly authorized officer of both parties.

19.3 Any provision of these Terms which is invalid or unenforceable will be read down to the extent necessary, and the remaining provisions will continue unaffected.

19.4 Customer agrees that failure or delay by INGRAM MICRO to exercise a right or power under these Terms shall not operate as a waiver. Customer may not assign or attempt to assign any of its rights and obligations under these Terms.

20. SERVICES

20.1 If agreed in any particular case INGRAM MICRO will provide configuration Services to Customer. Configuration Services will be at

the price agreed at the time the order is accepted. The Customer shall be solely responsible for the accuracy of its order, the specification of the components and their configuration and for ensuring that the configured product specified is satisfactory for the purposes for which it is required including without limit that it has sufficient overall functionality, and will support, be compatible and inter-operable with any hardware, software or middleware with which it is intended to operate.

20.2 INGRAM MICRO may offer other Services to Customer including direct fulfilment and billing, installation and support services, storage and consolidation, other logistics services, training services, technical assessment and managed services, cloud services, consulting services, etc. Such Services will be provided under these Terms in addition to specific terms agreed upon in writing with Customer.

20.3 With respect to any Services provided by INGRAM MICRO hereunder, including but not limited to professional, technical assessment and managed Services, consulting, training or cloud Services purchased from INGRAM MICRO, the following terms will apply:

(i) Use of Subcontractors. INGRAM MICRO will use its own employees and/or subcontractors to provide services. Designation and management of employees and subcontractors will be at INGRAM MICRO's sole discretion and use of subcontractors will not require Customer's consent.

(ii) Use of Services. Customer agrees to indemnify and hold INGRAM MICRO harmless from any liability, costs or damages arising out of claims or suits by third parties who have received the right to access the Services.

(iii) Security. Solely to the extent Customer or its customer's data is lost directly due to the gross negligence or wilful misconduct of INGRAM MICRO or INGRAM MICRO's subcontractors, INGRAM MICRO will use commercially reasonable efforts, at its expense, to assist the affected Customer or its customer to restore the affected data; provided, however, that INGRAM MICRO's obligations pursuant to this section are subject to the affected Customer or its customer maintaining practices and standards used in well-managed operations with regard to the backup of their respective data and the use of corporate enterprise quality anti-virus and virus protection tools with regard to Customer and its customers. This shall be INGRAM MICRO's sole obligation, and Customer's exclusive remedy, with respect to such loss of data.

20.4 With respect to Managed Services, the following special terms will apply:

(a) Authorization. IM appoints MSP as a nonexclusive MSP within the agreed territory, provided that at all times MSP: (a) qualifies (and continues to qualify) to provide services per the applicable Supplier Cloud/MSP Program; and (c) will only provide hosting services & Managed Services to End Users; and (d) will not re-distribute or re-sell the Supplier Products.

(b) Budgetary Commitment. MSP will place to IM a 12-month budgetary consumption purchase order for the respective Supplier Products, which cannot be cancelled or terminated by MSP within the 12-month Cloud/MSP Program subscription period. MSP agrees to pay the fees and charges for such orders as indicated in the recurring invoices sent to it, without placing subsequent purchase orders to IM. IM will book monthly or annual orders with Supplier, as per the specific Cloud/MSP Program as soon as it receives usage reports from MSP or the Supplier. IM shall invoice the MSP for the Service on a monthly or annual basis, as the case may be as per the specific

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Cloud/MSP Program, with effect from the effective date of the Budgetary Commitment, based on the MSP's consumption of Services as set forth in the usage report or as per the type of Supplier Product defined in the applicable Supplier Exhibit and Cloud/MSP Program.

- (c) In case of an automatic renewal of the Cloud/MSP Program subscription, it is MSP's obligation to terminate its Cloud/MSP Program subscription in advance of its automatic renewal, including with the Supplier directly if the Cloud/MSP Program requires that, and pay any associated termination fees applied by the Supplier. In case MSP fails to terminate its subscription, MSP agrees to pay the fees for each renewed subscription period and the terms of section (b) above remain applicable for the renewed subscription period.
- (d) MSP agrees that its payment obligations are NOT a "paid when paid" arrangement. Accordingly, MSP's customer's failure to pay for Managed Services will not relieve MSP of MSP's obligation to timely pay IM for the Managed Services ordered by or through MSP.
- (e) Reporting. MSP shall provide to IM timely and accurate usage reports and any other reports required by IM in the form and at times as shall be informed by IM from time to time. MSP shall maintain complete, clear, and accurate records of the actual amount of Products used by MSP and any other records necessary to demonstrate material compliance with these Terms.
- (f) Rates. IM may revise its Services rates (including, but not limited to, the per license/unit rate) upon ninety (90) day's prior written notice to MSP and such new rates will be effective for the remaining term. MSP's failure to pay the invoice in a timely manner will entitle IM to cancel/suspend the provisions of the services without notice.
- (g) Records and Audit. During the term of acquiring Products for Managed Services and for a period of two (2) years thereafter MSP shall maintain complete, clear, and accurate records of the actual amount of Supplier Products used by MSP and any other records necessary to demonstrate material compliance with these Terms. Upon reasonable notice, MSP shall permit IM or persons designated by IM (which may include Supplier or third party auditors) to audit relevant records to ensure compliance by MSP with its obligations to IM under these Terms, including compliance with all applicable laws. Any such audit shall be conducted during regular business hours and in such a manner as not to interfere with the business activities of MSP. MSP shall promptly pay to IM any underpayments revealed by such audit, including any interest due for such late payment. MSP shall also promptly reimburse IM for the cost of such audit, if such audit reveals: (i) an underpayment by MSP of more than three percent (3%) of the amounts payable by MSP to IM for the period audited, or (ii) any material evidence that MSP has violated a law which violation would incur a civil penalty or fine in excess of USD 25,000 or any criminal sanctions. MSP agrees that during an ongoing audit it cannot terminate an active PO or these Terms for convenience. If such audit reveals an underpayment by MSP of more than three percent (3%) of the amounts payable by MSP to IM for the period audited, MSP agrees that it cannot terminate these Terms or an active Order for convenience in the next twenty-four (24) months.

20.5 Warranty. INGRAM MICRO DOES NOT WARRANT THAT THE SERVICES, EXCEPT AS SET FORTH IN THE RESPECTIVE SERVICE DESCRIPTION, WILL MEET CUSTOMER'S OR ITS CUSTOMER'S REQUIREMENTS OR THAT USE OF THE SERVICES WILL BE UNINTERRUPTED OR ERROR-FREE. CUSTOMER ASSUMES THE RESPONSIBILITY TO TAKE ADEQUATE PRECAUTIONS AGAINST DAMAGES TO ITS OPERATIONS OR ITS PURCHASER'S OPERATIONS THAT

COULD BE CAUSED BY DEFECTS, INTERRUPTIONS, OR MALFUNCTIONS IN THE SERVICES.

20.6 Limitation of Liability. CUSTOMER AGREES THAT THE LIABILITY OF INGRAM MICRO FOR DIRECT DAMAGES RELATED TO ANY SERVICES ARISING UNDER THESE TERMS, WHETHER IN CONTRACT, TORT, OR OTHERWISE, WILL NOT EXCEED THE NET AMOUNT PAID TO INGRAM MICRO BY CUSTOMER FOR THOSE SERVICES WHICH ARE THE SUBJECT OF THE CLAIM DURING THE SIX MONTH PERIOD IMMEDIATELY PRECEDING THE DATE UPON WHICH THE CLAIM AROSE.

20.7 IN NO EVENT WILL INGRAM MICRO BE LIABLE TO CUSTOMER OR ANY OTHER PARTY FOR INDIRECT, SPECIAL, PUNITIVE OR CONSEQUENTIAL DAMAGES, INCLUDING, BUT NOT LIMITED TO LOSS OF GOOD WILL, LOSS OF ANTICIPATED PROFITS, OR OTHER ECONOMIC LOSS ARISING OUT OF OR IN CONNECTION WITH INGRAM MICRO'S BREACH OF, OR FAILURE TO PERFORM IN ACCORDANCE WITH ANY OF THESE TERMS, OR THE FURNISHING, INSTALLATION, SERVICING, USE OR PERFORMANCE OF ANY SERVICE OR INFORMATION INGRAM MICRO MAY PROVIDE, EVEN IF NOTIFICATION HAS BEEN GIVEN AS TO THE POSSIBILITY OF THOSE DAMAGES AND CUSTOMER EXPRESSLY WAIVES ANY AND ALL CLAIMS FOR THOSE DAMAGES.

We have read and fully understood the Terms. We agree to the terms and undertake to comply with the terms.