

SIE PLATFORM AGREEMENT FOR RESELLERS

Version 14, December 2022

This SIE (StreamOne ION Enterprise) Platform Agreement for Resellers (“**Agreement**”) is a legal contract between the applicable “**Distributor**” having its registered business as indicated and Reseller in the Territory.

☐ **Tech Data Distribution (Singapore) Pte. Ltd.**

- 2 Serangoon North Ave 5, #05-03, Singapore 554911
- Territory: Singapore

☐ **Tec D Distribution (Malaysia) Sdn. Bhd.**

- 6th Floor, Wisma Prosper, No, 3 Jalan SS 7/19, Kelana Jaya, Malaysia
- Territory: Malaysia

☐ **Tech Data Distribution (Hong Kong) Limited**

- 21/F, Tower One, Millennium City, 1, 388 Kwun Tong Road, Kwun Tong, Kowloon
- Territory: Hong Kong

☐ **Tech Data Advanced Solutions (ANZ) Limited**

- Level 2, 67 Epping Rd MACQUARIE PARK NSW 2113 Australia
- Territory: Australia and New Zealand

☐ **Tech Data Advanced Solutions (India) Private Limited**

- A-301, Supreme Business Park, Behind Lake Castle, Hiranandani Garden, Powai Mumbai – 400076, Maharashtra
- Territory: India

☐ **Tech Data Advanced Solutions (Vietnam) Company Limited**

- Tuoi Tre Tower, 60A Hoang Van Thu, Ward 9, Phu Nhuan District, HCMC
- Territory: Vietnam

☐ **PT Tech Data Advanced Solutions Indonesia**

- Prudential Centre, Level 10, Unit D - H, Jl. Casablanca Kav. 88, Jakarta Selatan 12870
- Territory: Indonesia

and “**You**” and “**Your**” or “**Reseller**” regarding Your use of SIE through Distributor’s internet portal (the “**Site**”). If You (either an individual or the authorized representative of a company or other entity) are entering into this Agreement on behalf of a company or other legal entity, You represent and warrant that You have the authority to act on behalf of, and to bind such entity to the terms and conditions of this Agreement. In all such cases, each reference to “**You**” and “**Your**,” or “**Reseller**” in this Agreement or on the Site shall refer to You or to the company or other entity You represent, as applicable.

AGREEMENT

ACCEPTANCE. RESELLER'S ACCEPTANCE AND ACKNOWLEDGEMENT OF THIS AGREEMENT SHALL BE INDICATED BY CLICKING 'I AGREE'. DISTRIBUTOR'S ACCEPTANCE IS EXPRESSLY LIMITED TO THESE TERMS IN THEIR ENTIRETY WITHOUT ADDITION, MODIFICATION OR EXCEPTION, AND ANY TERM, CONDITION OR PROPOSAL HEREAFTER SUBMITTED BY RESELLER (WHETHER ORAL OR IN WRITING) WHICH IS INCONSISTENT WITH OR IN ADDITION TO THESE TERMS AND CONDITIONS IS OBJECTED TO AND IS HEREBY REJECTED BY DISTRIBUTOR. DISTRIBUTOR'S SILENCE OR FAILURE TO RESPOND TO ANY SUCH SUBSEQUENT OR DIFFERENT TERM, CONDITION OR PROPOSAL SHALL NOT BE DEEMED TO BE DISTRIBUTOR'S ACCEPTANCE OR APPROVAL THEREOF.

1. SCOPE.

By accepting the terms of this Agreement, You may participate in Distributor's Resold Cloud Service Programs ("**Programs**" or "**Cloud Programs**"). SIE allows You to associate with one or more Cloud Service Providers ("**Cloud Provider**") and You may choose to create Your branded storefront within SIE.

The terms and conditions applicable to SIE and the Cloud Programs are referenced in this Agreement and the Reseller Agreement or the Cloud Reseller Agreement between You and Distributor (either or collectively as the "**Reseller Agreement**"). If there is a conflict in terms between the Reseller Agreement and this Agreement, the terms of this Agreement supersede those in the Reseller Agreement for the purposes of this Agreement only.

As You decide to associate with separate Cloud Providers or the Cloud Marketplace Programs, You may be required to execute various Addenda(s) to this Agreement with terms specific to each such Cloud Provider. The terms of such Addenda, if any, will supplement and form a part of this Agreement.

2. CONTACT INFORMATION.

It is Your responsibility to keep Your contact information associated with Your account, including the identity of individual contact persons, updated within the Site. If You miss any important notices, announcements, or other information associated with Your account because You failed to keep your contact information updated, You waive any objection that You may have based on lack of notice.

3. TERM AND TERMINATION.

A. *Term.* This Agreement takes effect upon Your acceptance ("**Effective Date**") and will continue until terminated as specified in this section. Following the Effective Date, and upon validation that You are authorized by Cloud Providers to resell Services through the Cloud Program, if any such authorization is required, Distributor shall commence performance of activities identified in the Scope of Work section of this Agreement.

B. *Termination.*

- i. *Termination Without Cause.* This Agreement may be terminated by either party without cause on thirty (30) days' written notice. If Distributor terminates this Agreement or provides You with any other notice under this Agreement, Distributor will notify You at the address indicated in Your Account information. You may provide Distributor with any notices required under this Agreement by sending your notice to: Contracts Group, 8700 South Price Road, Tempe, Arizona, 85284.

Termination of this Agreement without cause does not automatically terminate any active Orders. You may close Customer Accounts and may terminate Orders at any time without cause. Term-based Orders may be subject to termination fees.

- ii. *Termination for Cause.* Distributor may suspend (remove Your right to access or use SIE or “terminate” access rights to SIE if: (a) You violate the Acceptable Use Policy (“AUP”); or (b) You are otherwise in breach of any of the terms and conditions of any of Your agreements with Distributor and fail to cure the breach within five (5) business days of notification of breach.
- iii. *Effect of Termination.* You are liable for the fees associated with Orders You or Your Customers place up to and including the date of termination. Unless Orders are otherwise terminated as provided herein, all Your active Orders automatically terminate ninety (90) days following termination of this Agreement.

4. SCOPE OF WORK, PERSONNEL, AND RESPONSIBILITIES.

- A. *Service Management.* Upon Your acceptance of this Agreement, Distributor will assign to our Client Engagement Team to initiate the setup of Your SIE account. The Client Engagement team members are comprised, but are not limited to, your inside sales representative, account manager, and a team of Client Engagement associates. A Client Engagement member shall: (1) contact You for initial review, planning, and training, as may be required; (2) manage Your expectations and satisfaction throughout the deployment process; (3) schedule and coordinate the necessary resources to support setup and on-going operations of SIE under this Agreement; and (4) identify, escalate, and document issues as necessary.
- B. *Deployment Stages.* Deployment is not immediate but takes several steps, during which Your involvement and participation is crucial.
 - i. *Setup.* The initial, setup stage of the deployment process begins upon Your acceptance of this Agreement. Distributor will contact You to review the deployment process and will grant the necessary permissions for Your use of SIE.
 - ii. *Environment Readiness.* When Setup is completed, Distributor will work with You in an initial on-boarding session. You will receive access to SIE and its associated Programs.
 - iii. *Operational Readiness.* Your use of SIE and the Distributor Cloud Marketplace, if You elect to participate in that Program, may include a great deal of personalization. You will use the Operational Readiness stage to define the operational process You will use to manage Customer Accounts within SIE and the Marketplace and to set up Your End User Portal and Your tiered, branded sub-marketplace, as may be applicable.
 - iv. *Operationally Ready.* When You have completed customizing the online experience for Your end users.
- C. *Change Management.* Distributor may make changes to SIE, Cloud Program(s), or to the Marketplace from time to time without notice. Modifications to the terms that affect this Agreement, Cloud Programs, or the Marketplace shall be managed in SIE and may require You to “accept” the terms upon logging into the SIE portal.
- D. *Support Services.* If You need support related to SIE, You have 24/7 access to the SIE Knowledge Center through the SIE Portal, which may include answers to some more common issues and questions. You can contact Your Distributor during normal business hours, Monday through Friday, 8:00 AM to 6:00 PM. Outside normal business hours, You

may contact Distributor on a 24/7 basis to request support through the following methods: (a) by email, at streamonesupport.apac@techdata.com ; (b) or through the SIE Portal, by creating a Support Ticket. Service requests made through Support Tickets created through the SIE Portal will document Your request and support our efforts to track it through to closure. Support requests received outside of Distributor's normal working hours will be actioned during Distributor's normal business hours.

5. SERVICE LEVEL AGREEMENT.

- A. *Agreement Overview.* This Service Level Agreement (“SLA”) applies to SIE. The purpose of this SLA is to ensure that the proper elements and commitments are in place to provide consistent service support and delivery to You and Your Customer(s).
- B. *Service Requests.* When You make a request for support services, Distributor will forward your request to the appropriate Service Provider, and a priority level will be assigned to Your request.
- i. *High Priority.* When Your access to SIE is “down” or there is a critical impact to Your business operations due to an apparent problem with SIE, Your service request may be assigned a high priority level. High priority issues include security vulnerabilities, business continuity issues, and service continuity issues. To resolve high priority issues, both You and Distributor must commit all commercially reasonable resources to resolve the situation.
 - ii. *Medium Priority.* When the performance of an existing service is impaired, impacted, or downgraded, but most business operations remain functional, Your service request may be assigned a medium priority level. Medium priority issues include issues impacting functionality where no work around has been provided. To resolve medium priority issues, both You and Distributor must commit full-time resources during normal business hours to resolve the situation.
 - iii. *Low Priority.* When the operational performance of Your service is impaired, but most business operations remain functional or if You require information or assistance with product/service capabilities, installation, or basic configuration, where there is little or no effect on Your business operations, Your service request may be assigned a low priority level. Low priority issues include minor user interface issues, issues where functionality is not affected, and issues where a work around is provided. To resolve low priority issues, both You and Distributor must commit resources during normal business hours to review Your service request.
- C. In support of services outlined in this SLA, Distributor will respond to service related incidents and/or requests that You submit within the following time frames: (i) for high priority issues, within 0 to 2 hours; (ii) for medium priority issues, within 48 hours; or (iii) for low priority issues, within 5 business days. Such response may include remote assistance.

6. ACCEPTABLE USE POLICY

- A. You agree, not to modify, port, adapt, translate, frame or SIE, or any related software (collectively as the “**Software**”), or to reverse engineer, decompile, disassemble or otherwise attempt to discover the source code of such Software. You shall not sublicense, assign or transfer the Software or any rights in the Software, or authorize or permit any non-public portion of the Software to be accessed by another individual or entity other than employees and individual contractors (e.g., temporary employees) of Yours that have been authorized by You to access the non-public portions of the Software.

- B. You may download and make copies of the Software documentation for Your internal use, but no more than the amount reasonably necessary. You must retain on all such copies all copyright and other proprietary notices that appear on or in such documentation.
- C. You shall use commercially reasonable efforts to prevent unauthorized access to or use of the Software through Your systems or Accounts and shall promptly notify Distributor of any such unauthorized access or use of which You are aware. You shall not use the Software in any unlawful manner or to facilitate any unlawful acts.
- D. The Software and any copies that You are authorized to make are the intellectual property of Distributor and its licensors. The structure, organization, and code of the Software are the valuable trade secrets and confidential information of Distributor and its Licensors. The Software is protected by copyright, including without limitation by United States Copyright Law, international treaty provisions, and applicable laws in the country in which it is being used. Except as expressly stated herein, access to the Software does not grant to You any intellectual property rights in the Software.

7. SOFTWARE IMPROVEMENT.

You grant to Distributor and its Licensors a worldwide, non-exclusive, perpetual, irrevocable, fully paid, royalty-free, sublicensable license to use and incorporate into the Software any suggestions, enhancement requests, recommendations or other feedback regarding features or functions of the Software provided by You relating to the Software.

8. PRICING, WARRANTY, AND LIMITATION OF LIABILITY.

- A. Distributor is offering You access to SIE without charge. Pricing for Your use of SIE to manage and provision Accounts, to make Orders, and to otherwise engage with Your Customers and with Cloud Providers, is unique for each Cloud Program in which You participate. Those pricing terms will be addressed in separate Addenda to this Agreement.
- B. **YOU ACKNOWLEDGE AND AGREE THAT SIE AND ANY OTHER OFFERINGS MADE AVAILABLE BY DISTRIBUTOR TO YOU UNDER THIS AGREEMENT ARE PROVIDED “AS IS,” WITHOUT WARRANTY OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION ANY WARRANTY OF MERCHANTABILITY, FITNESS FOR PURPOSE, TITLE, NON-INFRINGEMENT, OR THAT THE OFFERING IS FREE OF DEFECTS.**
- C. In no event will Distributor be liable for any indirect, special, incidental, consequential damages arising out of any use, or inability to use, any offering made available by Distributor under this Agreement, including, without limitation, damages for lost profits, loss of goodwill, work stoppage, computer failure or malfunction, or any and all other commercial damages or losses, even if You advise Distributor of the possibility of such damages. To the extent permitted by applicable law, Your recovery from Distributor for any direct damages will not exceed the price of the offering at issue. To the extent that the preceding limitation of liability is deemed invalid under applicable law, Distributor’s total liability in any event will not exceed USD 50,000 or the equivalent thereof. **YOU ARE SOLELY RESPONSIBLE FOR ANY CONTENT, APPLICATION, OR SOFTWARE THAT YOU OR YOUR CUSTOMERS LOAD INTO OR CREATE WITHIN ANY SERVICE OR OFFERING. YOU AGREE, AT YOUR SOLE COST AND EXPENSE, TO INDEMNIFY, DEFEND, AND HOLD Distributor HARMLESS FROM ANY CLAIMS, DAMAGES, LIABILITIES, COSTS, AND EXPENSES OR SETTLEMENT ARISING OUT OF OR IN ANY WAY CONNECTED WITH: (i) ANY SUCH CONTENT, APPLICATION, OR SOFTWARE, OR ANY LOSS OR CORRUPTION THEREOF; (ii) ANY ACCESS TO SIE BY NON-AUTHORIZED PERSONNEL; OR (iii) ANY USE OF**

ANY OFFERING IN COMBINATION WITH OTHER OFFERINGS OR PRODUCTS OR IN VIOLATION OF SECTION 10(D), BELOW.

- D. You must comply with the Cloud Provider's specifications for any Services. Services are not authorized for use in critical safety or other applications where a failure may reasonably be expected to result in personal injury, loss of life, or serious property damage. If You use or sell the Services for use in any such applications or fail to comply with the Cloud Provider's specifications, or if Your Customer uses the Services in such applications or makes such failures, You acknowledge that such use, sale, or non-compliance is at Your sole risk.

9. DISTRIBUTOR' RESERVED RIGHTS, NEW PROGRAM AND TOOLS, AND DISCONTINUANCES.

- A. Subject to the notice provisions below, Distributor reserves the right to modify or discontinue its Cloud Program(s) and Cloud Program Tool(s) ("Tools"). Distributor may, in its sole discretion, discontinue a Program(s) or Tool(s) at any time. Distributor will give You ninety (90) days' notice of the discontinuance of a Program(s) or Tool(s). Discontinuance does not affect Orders accepted prior to the date of discontinuance, but new Orders will not be accepted after the date the Program(s) or Tool(s) is discontinued.
- B. Distributor may, in its sole discretion, modify a Program(s) or Tool(s) from time to time, for example to work with new third-party products and services and to stay current with changing standards. Distributor will give You thirty (30) days' written notice of the modification of and of substantive modifications to a Program or Tool description. Such modifications may affect existing and new Orders. Within sixty (60) days of receipt of a notice of modification to a Program or Tool, You may cancel Your Order for that Program without liability.

10. DEFINITIONS.

The following defined terms shall have the following meanings under this Agreement and under documents shared between the parties. Except as otherwise expressly defined in this Agreement, capitalized terms shall have the same meaning.

"Account" shall mean the formal business arrangement between Distributor and either a reseller or a Customer as set up in SIE.

"Cloud Marketplace" is the master catalog of products available for resale and also the purchasing of products for direct customers.

"Distributor Products or Distributor Packages" shall mean Distributor-branded packaged service offerings as identified by Distributor <https://tdcontent.techdata.com/content/tdcloud/ses.html> and listed in SIE under the Products module.

"Customer or End User" shall mean an individual or entity to which You sell a Service through SIE.

"Customer Account(s)" shall mean an Account set up in SIE under the Customer module. A Customer Account may have one or more Orders for Services from one or more Cloud Providers.

"End User Portal" shall mean a separate and unique internet portal created for Your Customers to access the SIE portal.

“Product(s)” shall mean a cloud-based solution that may be a combination of software, services, and infrastructure.

“Service(s)” shall mean a product, including Distributor Product or an Distributor Package, available from a Cloud Provider through SIE.

“Term-based Order(s)” shall mean a defined period of time agreed to by the parties for use of a specific product and or service.

“Service Order or Order” shall mean a request for Services to be assigned or linked to an SIE Customer Account.

“Service Provider(s)” shall mean the original manufacturer of any software, cloud infrastructure, service offerings, and products made available to You and Your Customers defined under this Agreement.

“Solution Marketplace” shall mean the internet portal created for You and Your Customers to access through Your Account.

AGREED TO AND ACKNOWLEDGED BY RESELLER

Proprietary Notice

Restriction on Use and Disclosure of Presentation and Quotation Information Data.

The information (data) contained in this Agreement constitute a trade secret of Distributor's or information that is commercial or financial that is confidential or privileged. It is furnished to Reseller in confidence with the understanding that it will not, without the written permission of Distributor, disclose the contents of this Agreement unless required by applicable law. This restriction does not limit Reseller's right to use or disclose this information (data) if obtained from another source without restriction.