



META PROGRAM POLICIES FOR AUTHORIZED BUSINESS RESELLERS

To help provide continuity of brand experience for its customers, Meta Platforms, Inc. and its affiliated entities (“**Meta**”) have developed this set of policies (“**Program Policies**”) that are applicable to all Authorized Resellers who sell, market, or in any way promote any Meta product to business Customers (as defined below) (collectively, the “**Products**”), and who have a purchase agreement with a Distributor and not directly with Meta (an “**Agreement**”).

Authorized Reseller’s agreement to comply with these Program Policies is in exchange for and a condition of Authorized Reseller’s continuing right to place orders for Products through an Agreement with Distributor. By placing an order for Meta’s Products to resell to a Customer, you indicate your assent to be bound by these Program Policies. If you do not agree to the terms of these Program Policies, do not place an order to resell the Products. Meta may update, modify, supplement, or discontinue these Program Policies at any time in its sole discretion, including by replacing them with an online version. Meta or the applicable Distributor will notify Authorized Reseller if any changes to the Program Policies are material, or if it replaces these Program Policies with an online version; and Authorized Reseller’s continued orders of Product will constitute its acceptance of the changes. If Authorized Reseller does not agree to the changes, Authorized Reseller should stop ordering Product and terminate its Agreement.

Authorized Reseller acknowledges and agrees that these Program Policies are binding on Authorized Reseller, and that Meta may directly enforce any of the terms of these Program Policies against Authorized Reseller and pursue any legal remedy it may have for Authorized Reseller’s violation of these Program Policies directly against Authorized Reseller. Any violation of these Program Policies may result in canceled orders, suspension or loss of allocation, or any other remedy Meta or an applicable Distributor may pursue. Meta’s failure to enforce these Program Policies in any instance does not constitute a waiver of Meta’s right to subsequently enforce these Program Policies. Any conflict between the terms of these Program Policies and the terms of any Agreement will be resolved in favor of these Program Policies. Capitalized terms used in these Program Policies have the meanings ascribed to them herein.

PROGRAM POLICIES

1. Scope of Authorization and Restrictions on Sales.

A. No Exclusivity. Authorized Reseller’s appointment is non-exclusive and Meta and, as applicable, its Distributors may sell and promote, and appoint or authorize other distributors and resellers to sell and promote Products and other products, including in the geographic territory authorized in the Agreement (the “**Territory**”).

B. Territory. Authorized Reseller’s appointment is with respect to the sale of Products to Customers in the Territory. For the avoidance of doubt, the Territory is limited to the countries supported by Meta Products (see, e.g., <https://www.meta.com/help/orders-and-returns/articles/quest-2-supported-countries/>). Authorized Reseller will only promote, market, and sell Products to Customers who: (i) have their primary place of business located within the Territory (however, this Territory restriction does not apply to sales to Customers who may be outside the Territory as may be required by Applicable Laws, but Authorized Reseller may not promote or market the Products to Customers outside of the Territory); and (ii) are not a Governmental Authority. Authorized Reseller will not: (i) solicit orders from any prospective customer located outside the Territory; (ii) engage in any advertising or promotional activities relating to Products directed primarily to customers outside the Territory; or (iii) knowingly

sell or ship Products to freight forwarders. If Authorized Reseller receives an order from a prospective customer located outside the Territory, Authorized Reseller will immediately refer such order to Meta, and Authorized Reseller will not accept any such order, unless otherwise approved by Meta in writing or as required by Applicable Laws. Nothing in these Program Policies will expand customers or territories that Authorized Reseller is authorized to sell to under its Agreement.

C. Customer Agreements. Prior to the completion of any sale of Meta Products by Authorized Reseller to a Customer, Authorized Reseller shall: (i) enter into a written agreement between Authorized Reseller and the Customer for the provision of the applicable Meta Products by Authorized Reseller to such Customer (each, a “**Customer Agreement**”); and (ii) inform Customer to set up an account or instance for the applicable Meta Products as directed by Meta. Authorized Reseller may separately agree to terms with a Customer that provide greater remedies for failures of the applicable Meta Products than those provided by Meta in its standard customer terms for Products (“**Meta Product Terms**”) (either in the Customer Agreement or otherwise); provided that Authorized Reseller will be solely liable to the Customer for such remedies and the terms of any Customer Agreement do not conflict with these Program Policies or the Meta Product Terms. Authorized Reseller is solely responsible and liable for its own relationships and agreements with Customers, including with respect to facilitating access to Meta Products, and for assessing whether the implementation and facilitation of access to Meta Products to Customers complies with Applicable Laws. Authorized Reseller will promptly inform Meta of any breach of the Meta Product Terms by a Customer of which Authorized Reseller becomes aware. For the avoidance of doubt, and except as may be expressly provided otherwise in the Agreement, Meta is responsible for providing the applicable Meta Products to Customers subject to the Meta Product Terms. Authorized Reseller has no authority or power of attorney to conclude any contracts in the name of or on behalf of Meta.

D. Reseller Pricing; Termination.

(i) Nothing in these Reseller Terms restricts Authorized Reseller’s right to: (i) charge fees to Customers (for which, as between Meta and Authorized Reseller, Authorized Reseller has discretion over) for the purchase of the applicable Meta Products; or (ii) offer Meta Products to Customers as part of a bundled offering with any other products or services. Authorized Reseller agrees its timely payment of any fees owed for Meta Products to the applicable Distributor shall not be contingent on Authorized Reseller’s receipt of payment from any Customer itself. Authorized Reseller may take Meta’s MSRPs into account as a factor in determining price to Customers, but will set prices of the Products to Customers in its sole discretion, provided that Authorized Resellers may not sell any Product to any Customer at a price higher than the applicable maximum resale price as set forth at <https://forwork.meta.com/pricing> or as otherwise provided by Meta with reasonable notice. For the avoidance of doubt, nothing in this Section 1.D prevents Authorized Reseller from selling any Products to a Customer at less than any recommended MSRP.

(ii) Notwithstanding the fees identified in the Agreement, Authorized Reseller hereby agrees that Authorized Reseller shall pay Distributor for any software, SaaS, or Add-Ons that Customer has elected to purchase, including any Overage Charges, as applicable. Where any such variation applies, the amount set out in your monthly invoice by Distributor shall represent the definitive and conclusive amount of the fee payable by Reseller to Distributor under the Agreement for the Customer. An “**Overage Charge**” may occur where Customer’s actual number of devices or users exceeds the number of purchased devices or users (as applicable), and Meta in its sole discretion may instruct Distributor to invoice Authorized Reseller for such Overage Charge proportional to the average fees charged to Distributor on a per-device/user basis. Meta may make available additional features and functionality (e.g., Support Plus, Shared Mode, etc.) (“**Add-ons**”) to Customers at additional cost. Where the Customer elects to enable use of such Add-ons, the cost to Authorized Reseller of any such Add-ons shall be reflected in the monthly invoices issued to Authorized Reseller by Distributor for the Customer.

(iii) Except as may otherwise be stated in an order form or other signed writing by Meta, nothing in the Agreement restricts Authorized Reseller's right to terminate their Customer Agreement(s) with Customers upon at least thirty (30) days prior written notice to Meta and such Customer(s), including, but not limited to, for Customers' breach of payment obligations to Authorized Reseller.

E. No Liquidation, Refurbishment, or Open-Box Sales. Unless authorized in writing by Meta, Authorized Reseller may not liquidate any Product or refurbish, recondition, or resell any Product returned in open box or used condition.

F. Returns.

(i) If a Customer is eligible for a credit or refund under the Meta Product Terms, such as for withdrawn or terminated services not fulfilled, Authorized Reseller agrees to ensure the applicable prorated credit or refund is issued to the Customer directly. Meta shall issue the appropriate credit or refund to the Authorized Reseller's Distributor.

(ii) Except in the case of defective Products or as otherwise agreed to in writing by Meta, Authorized Reseller will not return or have any right to return any Products to Distributor except as specified in the applicable Agreement. If Authorized Reseller returns Product(s) for reasons other than the Product being defective (which it may only do in accordance with as agreed to in writing by Meta), Authorized Reseller will inspect each unit of returned Product prior to making the return to ensure it is in new, undamaged, and unopened condition. Meta may, in its sole discretion, reject any returned Product it or Distributor receives. If Authorized Reseller disposes of any returned Product, Authorized Reseller will do so solely in compliance with all applicable laws and regulations (including without limitation, those relating to e-waste or other environmental or recycling regulations and secure removal of end user data), after securely wiping all data relating to any end user from the Product.

G. Proper Use and Promotion of the Products. Authorized Reseller will: (i) in its sole discretion, determine and set the price of Products to Customers; (ii) not remove or obscure any notices displayed on Products; (iii) make no promises, representations, or commitments which are not within the authority granted to Authorized Reseller by the applicable Distributor, including, without limitation, promises regarding accepting the return of or making any allowance with respect to any Products without the prior written approval of Meta; (iv) make no statements, claims, representations, warranties, or promises with respect to the condition, quality, composition, capabilities, or otherwise of any Products which are not specifically made or given in writing by Meta to customers; (v) advise Customers that any modification to a Product may void the applicable Limited Warranty and that the Limited Warranty may not apply to exported Products, or (vi) promote and resell the Products and conduct business in a manner that reflects favorably at all times on the Products and the good name, goodwill, or reputation of Meta.

H. Health and Safety. Before you sell a Product, you agree to carefully read (and to instruct your customers to carefully read, as applicable) our applicable health and safety warnings and comply with the instructions provided therein. You hereby acknowledge and agree that Quest Products are intended and tested only for users aged thirteen and older (13+). Meta specifically warns against the use of its headsets by children under 13 as part of a comprehensive set of health and safety information (see here: <https://www.oculus.com/safety-center/>). Meta does not permit children under 13 to create accounts or use Quest Products. Use of Quest Products inconsistent with labeling and warnings—including age guidelines—may give rise to serious injury, property damage, or other effects. You agree that Meta will not be held liable for any injury or damage resulting from your or your reseller's practices or recommendations contrary to provided device information and warnings.

I. Sales to Governmental Authorities. Authorized Reseller, on behalf of itself and its affiliates, represents and warrants that neither it nor they have sold or attempted to sell Meta Products, and covenants that neither it nor they shall sell or attempt to sell Meta Products, to any Governmental Authority or otherwise interact with any Governmental Authority on Meta's behalf, without Meta's permission in writing. To ensure compliance

with applicable regulations, Authorized Reseller must disclose to Meta that the purchase is for a Governmental Entity and first obtain the appropriate compliance clearances from Meta.

2. Warranty Requests, Investigations, and Recalls.

A. Customer Warranty Requests. If a customer submits a warranty request to Authorized Reseller that relates to the Products and that is covered by Meta's manufacturer's warranty, Authorized Reseller will promptly direct the customer to Meta for support.

B. Product Complaints and Investigations. Authorized Reseller will report to Meta as soon as possible, and in any event within 2 business days, all complaints and other feedback it receives relating to adverse events involving Products, malfunctioning Products, or injuries involving Products, and will assist Meta in investigating any such incidents or suspected incidents (each, a "**Product Complaint**"). Authorized Reseller will provide all documents and information relating to any Product Complaint to Meta (or any government authority, at Meta's request). Meta will reimburse Authorized Reseller its reasonable out-of-pocket expenses for assisting Meta under this Section 2 B., unless the applicable Product Complaint is attributable to any act or omission of Authorized Reseller.

C. Recalls. If Meta notifies Authorized Reseller that a Product is the subject of a recall or inquiry related to safety or a defect by the Consumer Product Safety Commission, Health Canada, or any other government agency (each, a "**Safety Inquiry**"), Authorized Reseller will promptly provide all reasonable assistance Meta requests in responding to the Safety Inquiry, including, if requested, providing customer information and/or notifying customers of the recall or inquiry on Meta's behalf. Meta will reimburse Authorized Reseller its reasonable costs and out-of-pocket expenses for assisting Meta under this Section 2 C., unless the applicable Safety Inquiry is attributable to any act or omission of Authorized Reseller.

3. Incentive Programs and Benefits. Authorized Reseller may be invited to participate in various incentive programs and benefits (e.g., deal registration, MDF, etc.), as further described in the Meta Work Partner Program Terms (the "**Partner Program Terms**") which govern access to the tools, resources, and incentives available via the Partner Portal at <https://fb.my.site.com/rlmwprm/s/>. Placing an order for Products does not enroll you in the Meta Work Partner Program.

4. Use of Assets.

A. Licensed Items. Authorized Reseller may use all Meta trademarks, trade names, service marks, logos, and other marks of Meta relating to Products and such graphics, designs, descriptions, and other works of authorship as Meta may provide or make accessible (collectively, the "**Licensed Items**") solely for the promotion and sale of Products in the Territory and in accordance with the trademark guidelines provided at <https://about.meta.com/brand/resources/meta/company-brand/> or other URL, as applicable ("**Trademark Guidelines**"). Authorized Reseller may identify itself as a reseller of Products in the Territory. Authorized Reseller will not attach any additional trademarks, trade names, or logos to Products. Authorized Reseller will use the Licensed Items in accordance with the terms of the Agreement, protect the value of the goodwill associated with the Licensed Items, and will not modify or create any derivative works of any Licensed Item.

B. Goodwill; Positive Representation of Brand. Authorized Reseller will not use, or permit to be used, the Licensed Items in connection with any goods or services that are defamatory, offensive, or obscene or that may otherwise harm the goodwill or commercial reputation of Meta or in any manner that would bring the Licensed Items into disrepute or that would jeopardize or invalidate their registrations, applications, or goodwill. Authorized Reseller will use appropriate trademark, copyright, or other symbols and attribution wherever appropriate and as directed by Meta when using the Licensed Items. Authorized Reseller acknowledges that Meta owns all right, title

and interest in and to all Meta Intellectual Property worldwide, and the goodwill associated with it. All goodwill arising from Authorized Reseller's use of the Meta Intellectual Property will inure to the benefit of Meta.

C. Quality Control. Authorized Reseller acknowledges that the nature and quality of all advertising, promotional, and other items and uses relating to Products must conform to standards set by, and be under the control of, Meta. Authorized Reseller will comply with any guidelines regarding the use of the Licensed Items that Meta may from time to time provide to Authorized Reseller in writing, including the Trademark Guidelines. Authorized Reseller will reasonably cooperate with Meta in facilitating Meta's control of the nature and quality of the advertising, promotional, and other items that are used by Authorized Reseller to market, advertise, distribute, or sell Products.

D. Enforcement. Authorized Reseller will promptly notify Meta of any known, threatened, or suspected infringement, imitation, or unauthorized use of the Meta Intellectual Property by any third party of which it becomes aware. Meta, in its sole discretion, will determine what action, if any, should be taken in response to any infringement, imitation, or unauthorized use of the Meta Intellectual Property. Authorized Reseller will take no action to enforce any rights in the Licensed Items against any third party without Meta's prior approval, which Meta may withhold in its sole discretion. Authorized Reseller will use commercially reasonable efforts to cooperate with Meta's efforts in connection with enforcing its rights in the Meta Intellectual Property, at Meta's expense, including making personnel available to testify and providing relevant documentation and information. Authorized Reseller will become a co-party to litigation upon Meta's request.

E. Authorized Reseller Marketing Materials. Authorized Reseller expressly authorizes Meta, and hereby grants Meta a non-exclusive, worldwide, royalty-free, fully-paid up right, during the term of the Agreement, to use the Authorized Reseller Marketing Materials to identify the relationship between Meta and Authorized Reseller, and in connection with industry events, Meta's websites, testimonials/case studies, and press releases. "**Authorized Reseller Marketing Materials**" means (i) Authorized Reseller's marketing materials that include, but are not limited to, Authorized Reseller's name, case studies, quotes, testimonials, and profiles, (ii) Authorized Reseller's logos, trademarks, and designs, and (iii) other collateral approved in writing by Authorized Reseller, in each case as provided or made available by Authorized Reseller to Meta, including as any of the foregoing may appear in screenshots, profiles or collateral. Authorized Reseller waives any and all rights to enjoin or otherwise impair Meta's use of the Authorized Reseller Marketing Materials, and any remedies will be limited to Authorized Reseller's right, if any, to seek money damages. Authorized Reseller acknowledges that Meta is under no obligation to use the Authorized Reseller Marketing Materials. All uses by Meta of the Authorized Reseller Marketing Materials will inure to the benefit of Authorized Reseller. Apart from the rights granted in this Section 4. E., Meta is not hereby granted any rights in the Authorized Reseller Marketing Materials. Authorized Reseller will provide Meta with any updates to any Authorized Reseller Marketing Materials in a timely manner.

F. Feedback. If Authorized Reseller provides Meta with feedback about the Products ("**Feedback**"), Meta may use the feedback without restriction. For clarity, this use right applies to any Feedback Authorized Reseller submits to Meta that was originally provided to Authorized Reseller by a Customer. All Feedback is provided "AS IS".

5. Release Date Program. If Meta, a Distributor, or reseller agrees to ship Authorized Reseller any Product in advance of its release date, then Authorized Reseller agrees to and will comply with the Release Date Program Policy attached as Exhibit A, as well as any specific terms that may apply to any individual Product SKU that Meta or the applicable Distributor provides.

6. Leads.

A. Lead Information. If Meta or Distributor provides Authorized Reseller with any information about a Lead ("**Lead Information**"), then: (i) Authorized Reseller will contact such Lead within 3 Business Days after receiving the Lead Information; (ii) Authorized Reseller will only use Lead Information for the sole purpose of

contacting the Lead about the Products and for no other purpose; (iii) Authorized Reseller will only contact a Lead about whom Meta or Distributor has provided Lead Information after Authorized Reseller has successfully completed the applicable training as may be required by Meta; (iv) Meta retains the right to require Authorized Reseller to stop using and to return or destroy any Lead Information at any time, and Authorized Reseller will immediately stop using and return or destroy such Lead Information upon notice from Meta; (v) Lead Information will be considered Meta's Confidential Information; (vi) Authorized Reseller grants Meta the right to audit Authorized Reseller's compliance regarding its use of Lead Information at any time; and (vii) Authorized Reseller will provide Meta an update at least once every 2 weeks on the status and progress made for each Lead where Meta has provided Lead Information.

B. Procedure. Prior to entering into active discussions with a Lead in connection with the potential sale of Products, Authorized Reseller will use the applicable platforms as directed by Meta from time to time. In any case where the Authorized Reseller's employees visit Meta's premises or those of its affiliated companies, the Authorized Reseller will ensure that each employee complies with all safety, security and other regulations or instructions which apply to or are in force at such premises.

7. Compliance with Laws.

A. Generally. Authorized Reseller will, at its sole cost and expense, comply with all applicable laws, rules, regulations, decrees, and other requirements (collectively, "**Applicable Laws**") relating to or affecting the Products (including their sale, transfer, handling, storage, use, disposal, export, re-export, and transshipment), the exercise of Authorized Reseller's rights to sell the Products, or the facilities and other assets used by Authorized Reseller in exercising such rights.

B. Anti-Bribery Laws. Authorized Reseller represents and warrants that it has complied and will comply with all applicable laws, rules, and regulations and that it has used and will use only legitimate and ethical business practices; and will not offer, promise, pay, give, authorize the payment or giving of, solicit, or accept money or anything of value (including facilitation of payments), discounts, rebates, gifts, use of materials, facilities or equipment, entertainment, hospitality, drinks, meals, transportation, lodging, or promise of future employment, directly or indirectly, to or from (a) any Government Official to (i) influence any act or decision of a Government Official in his or her official capacity, (ii) induce a Government Official to use his or her influence with a government or instrumentality thereof, or (iii) otherwise secure any improper advantage; or (b) any person in any manner that would constitute bribery or an illegal kickback, or would otherwise violate applicable anti-corruption law. "**Government Official**" means any official or employee of (1) any national, regional, or local government in any country, (2) any government-owned or -controlled enterprise; (3) any public educational, scientific, or research institution; (4) a political party; (5) any candidate (including the candidate) for public office; (6) a public international organization; and any person acting on behalf of or any relatives, family, or household members of any of those listed above.

C. Export Laws and Regulations. Authorized Reseller acknowledges and agrees that each Product (together with any software, technology, documents, and other material that may be embedded therein or provided therewith, the "**Items**"), may be subject to the export controls of the United States government, or the government of any country in which Authorized Reseller is organized and/or located. United States export controls may include the Export Administration Regulations administered by the Bureau of Industry and Security, U.S. Department of Commerce (the "**EAR**"), and the statutes, Executive Orders, and regulations administered by the Office of Foreign Assets Control, U.S. Department of the Treasury (the "**OFAC regulations**"). Authorized Reseller will comply, and will cause each of its partners, employees, agents and representatives to comply, with the EAR and the OFAC regulations, as applicable, and all other Applicable Laws relating to the export, re-export, transshipment, and diversion of any Item. Authorized Reseller will cooperate fully with Meta in any official or unofficial audit or inspection related to export control laws or regulations. Authorized Reseller acknowledges and agrees that other

countries from which Meta or its affiliates may ship Products to Authorized Reseller may also have export controls, and that Authorized Reseller is likewise required to comply with such other export controls.

8. Meta Data.

A. Site and System Access. If Authorized Reseller is granted access to any: (a) Meta facility or location (each a “Site”); or (b) Meta’s systems, networks, databases, computers, telecommunications, or other information systems owned, controlled, or operated by or on their respective behalf (collectively “Systems”), then such access is subject to Authorized Reseller’s and Authorized Reseller Parties’ compliance with all then-current Meta policies. Any access to any Sites or Systems is strictly for the purpose of Authorized Reseller’s performance under the Agreement and these Program Policies.

B. Data Security and Privacy. Authorized Reseller will: (a) establish and maintain administrative, physical and technical safeguards that prevent the unauthorized access, use, storage, or disclosure of Meta Data; (b) establish, maintain, and comply with an information security program that will: (i) meet the highest standards of best industry practice to safeguard Meta Data; (ii) ensure compliance with applicable data security and privacy laws; (iii) protect against the destruction, loss, access, disclosure, or alteration of Confidential Information, including Meta Data, in the possession of Authorized Reseller or to which Authorized Reseller may have access; and (iv) include an appropriate network security program (that includes, without limitation, encryption of all sensitive or private data); (c) not, and will ensure that the Authorized Reseller Parties do not, directly or indirectly: (v) sell, rent, disclose, distribute, commercially exploit, or transfer any Meta Data or any information that can be used to identify particular individuals to any third party for any purpose whatsoever; (vi) contact via any means a customer that has ordered or purchased a Product that has not yet been delivered with the intent to influence such customer to order or purchase an additional or different product; (vii) disparage Meta, its affiliates, or any of their respective products or services; (viii) target or send unsolicited communications of any kind on the basis of the intended recipient being a Meta customer, or determine the content or selection of unsolicited communications in whole or in part by reference to or use of any Meta Customer Data; or (ix) collect, access, utilize, process, store, copy, modify, create derivative works of, or disclose any Meta Data except as specified in the applicable Agreement; and (d) comply at all times with all Meta privacy policies and all applicable foreign and domestic laws, orders, and regulations relating to privacy and data protection.

C. Notification of Security Breach. Authorized Reseller will notify Meta immediately following the discovery of any incident that involves or reasonably may involve the unauthorized access, use, disclosure, or loss of any Meta Data or any other suspected breach or compromise of the security, confidentiality, or integrity of any Meta Data (“Security Incident”). Authorized Reseller agrees that it will not communicate with any third party, including but not limited to the media, vendors, consumers, and affected individuals regarding any Security Incident without the express written consent and direction of Meta.

D. Independent Information. Subject to this Section 8, Authorized Reseller may use data and other information that it has developed or acquired without reference to Meta Customer Data, for any purpose whatsoever in its sole discretion, even if such data and information are identical to Meta Customer Data; provided that Authorized Reseller does not target unsolicited communications on the basis of the intended recipient being a Meta customer.

9. Term and Termination. These Program Policies are in effect as of the effective date of the Agreement and will terminate upon the termination or expiration of the Agreement. Any terms of these Program Policies which by their nature should survive such termination or expiration of these Program Policies will so survive. Upon the termination or expiration of the Agreement and the corresponding cessation of the Authorized Reseller’s engagement with the applicable Distributor, Authorized Reseller will coordinate and ensure the transition of support for all Customers, Leads, and prospective customers from such Authorized Reseller to another applicable Authorized Reseller within Distributor’s network.

10. General. Authorized Reseller will defend, indemnify and hold harmless Meta and its officers, directors, employees, representatives and agents from and against any third-party claim brought against such Meta parties, and any resulting losses, liabilities, damages, costs or expenses (including reasonable attorneys' fees), to the extent arising from or relating to: (a) your breach or alleged breach of these Program Policies or your conduct in connection with resale or marketing of the Products or (b) your issuance of any warranty or representation regarding Meta or its Products not specified in the Meta Product Terms.

11. Definitions. The following terms used in the Program Policies have the following meanings:

"Authorized Reseller" means an entity within the Territory that has been approved as meeting the Enterprise Model Selective Criteria and that purchases Products from Distributor for sale to Customers.

"Authorized Reseller Parties" means Authorized Reseller's employees, contractors, agents and authorized subcontractors providing services in connection with these Program Policies.

"Background Technology" means any proprietary methodologies, tools, models, software, documentation, know-how, trade secrets, inventions, or works of authorship conceived or developed independently by Authorized Reseller excluding its deliverables and without the use of any Meta Confidential Information, Meta Data, or any intellectual property owned or licensed to or by Meta.

"Commercial Organization" means any person, entity, or organization that is not a personal user or consumer user, or Governmental Authority.

"Confidential Information" includes, without limitation, all technical and non-technical information provided by a party ("**Disclosing Party**") to the other party ("**Receiving Party**") that is either: (a) designated as confidential by the Disclosing Party at the time of disclosure; or (b) should reasonably be considered confidential, given the nature of the information or the circumstances surrounding its disclosure. Notwithstanding the above, all Meta Data and all technical and non-technical information concerning or related to Meta's products, services, online properties (including the discovery, invention, research, improvement, development, marketing, or sale thereof), financial data and models, business and marketing plans, and any information related to the foregoing constitutes the Confidential Information and property of Meta. Notwithstanding anything to the contrary or any confidentiality marking, Background Technology and Third Party Materials will be deemed Confidential Information except to the extent they are incorporated into a deliverable. The Receiving Party will not: (1) use any Confidential Information except for the sole benefit of the Disclosing Party and only to the extent necessary to provide the services under the applicable Agreement; or (2) disclose any Confidential Information of the Disclosing Party to any person or entity, except to the Receiving Party and Authorized Reseller Parties who are involved in performing the Agreement, have a need to know, and have signed a non-disclosure agreement with terms no less restrictive than those herein.

"Customer" means an end user that is a Commercial Organization which purchases the Products from an Authorized Reseller for its own use and not for resale.

"Distributor" a distributor who has entered into a Non-Exclusive Business Channel Distribution Agreement with Meta.

"Governmental Authority" means a U.S. or non-U.S. multinational, national, regional, federal, state, municipal, local, territorial, provincial or other governmental department, regulatory authority, commission, board,

bureau, agency, ministry, self-regulatory organization or legislative, judicial or administrative body, including any other entities funded in whole or in part by any of the foregoing.

“Lead” means a potential Customer that is interested in obtaining the rights to access and use Products.

“Licensed Items” means Meta trademarks, trade names, service marks, logos, and other marks of Meta relating to Products and such graphics, designs, descriptions, and other works of authorship, as Meta may from time to time provide or specify to Authorized Reseller.

“Meta Customer Data” means, collectively, the Meta Order Information, all information from or regarding any customer (including name, billing address(es), shipping address(es), email address(es), phone number(s), credit card and other payment information, and order history), and/or other data or information, in each case to the extent acquired by Authorized Reseller as a result of the Agreement or its activities under the Agreement.

“Meta Data” includes Meta Customer Data and means any and all data and information received, stored, collected, derived, generated, or otherwise obtained or accessed by Authorized Reseller or any Authorized Reseller Parties in connection with these Program Policies, performance under an Agreement, or if applicable, access to any Meta Properties, Sites, or any Systems regarding any aspect of Meta’s business, including all personally identifiable information and all other data or information (which, for the avoidance of doubt, includes all personal data within the meaning of Directive 95/46/EC) provided by or on behalf of any Meta user, advertiser, business partner, or content provider, and other information such as system procedures, employment practices, finances, inventions, business methodologies, trade secrets, copyrightable, and patentable subject matter.

“Meta Intellectual Property” means all Licensed Items and all of Meta’s other names, logos, trademarks, trade dress, service marks, designs, marks, domain names, patents, copyrights or copyrighted material, and other intellectual or proprietary property intellectual property relating to Products and all systems, parts, components, software, and other items that may be included in or with Products.

“Meta Order Information” means, with respect to any Product that Authorized Reseller sells, the following information: the name of the customer, customer email address, the name of the recipient, the shipping address, the unique identifying UPC and/or SKU number for the Product(s) ordered, the quantity to be shipped, and any special comments or instructions regarding the applicable order(s).

“Meta Properties” means the online properties, products, services, websites, widgets, applications and pages, including, without limitation, those accessible in whole or in part through any platform, medium, or device, whether presently existing or later developed, that are developed in whole or in part by or for Meta or its affiliates throughout the world.

“Offering” means additional services, program offerings, hardware, and/or software provided by a Value-Added Reseller with the Products to Customers as authorized under an Agreement and as approved by Meta.

“Products” means the Meta products listed in an applicable Agreement.

“Third Party Materials” means any and all code, libraries, software, datasets, OSS, technical information, equipment, and all other intellectual property of any type which is not created solely by Authorized Reseller.

“Value-Added Reseller” means an Authorized Reseller that is approved by Meta to sell Products to Customers with an Offering.

EXHIBIT A

RELEASE DATE PROGRAM POLICY

Meta wishes to include Authorized Reseller in its release date program (the “**RD Program**”), which allows distributors and resellers early access to embargoed Product(s) in advance of their release date(s) in order to sell or deliver such Product(s) to end customers on the specific release date Meta designates (the “**Release Date**”). This Release Date Program Policy (the “**RDP Policy**”) is made a part of and, except as otherwise expressly stated herein, is subject to the terms of, the Meta Program Policies for Authorized Resellers. Capitalized terms used in this RDP Policy and not otherwise defined have the meanings given to them in the Meta Program Policies for Authorized Resellers. Any conflict between the terms of the Program Policies and this RDP Policy will be resolved in favor of this RDP Policy. With respect to Authorized Reseller’s participation in the RD Program:

1. Each upcoming product SKU with a Release Date that Meta or a distributor notifies Authorized Reseller of (each, an “**RD Product**”) is subject to the terms of this RDP Policy. Meta has no obligation to include Authorized Reseller in the RD Program for any specific RD Product(s). Meta may notify Authorized Reseller on the form attached hereto as Attachment 1 to RDP Policy or in another format, including via e-mail (each, a “**Release Date Program Product Announcement**”). Authorized Reseller will comply with all storage and shipping requirements, if any, included in each Release Date Program Product Announcement.
2. The fact of the RD Product’s release, its Release Date, Pre-Order Date, and all other information about the RD Product is Meta’s confidential information, and Authorized Reseller will not disclose any of it to any third party, or any of Authorized Reseller’s employees, except to any employee with a need to know in order to participate in the RD Program, and Authorized Reseller will not use the information except as necessary to participate in the RD Program. Notwithstanding the foregoing, Authorized Reseller may use any authorized marketing materials provided by Meta during the pre-release marketing or pre-order period stated by Meta (if any), solely for the purpose of making announcements about the RD Product’s release date availability and in marketing and advertising related to the release date availability of the RD Product.
3. Authorized Reseller will not provide or deliver any RD Product to any end customer through any channel prior to the Release Date.
4. In certain instances, Meta may permit Authorized Reseller to take pre-orders for RD Products beginning on a specific date and time set by Meta (the “**Pre-Order Date**”). Any sale of any RD Product to an end customer prior to the Release Date will be deemed a violation of this RDP Policy; except that if Meta permits Authorized Reseller to ship the pre-ordered RD Products prior to the Release Date, then any sale or shipment of the RD Product prior to the Release Date is not a violation of this RDP Policy, so long as no RD Product is delivered to a customer prior to the Release Date.
5. If Authorized Reseller violates any of the terms of this RDP Policy, Meta may pursue any available remedy Meta may have against Authorized Reseller, including without limitation, cancellation of purchase orders, rejection of future orders, loss of allocation, and exclusion from the RD Program for any or all future RD Products.
6. This RDP Policy, together with the applicable provisions of the Program Policies, if any, is the entire understanding between Meta and Authorized Reseller regarding the RD Program, and supersedes all other understandings relating to the RD Program.

ATTACHMENT 1 TO RDP POLICY
Release Date Program Product Announcement

The following product is an “RD Product” under the terms of Meta’s Release Date Program Policy (the “RDP Policy”), and is subject to the terms of the RDP Policy as well as the following terms:

Product Name: _____

Release Date: _____

Storage Requirements: _____

Shipping Requirements or Restrictions: _____

Pre-Release Marketing Period: _____

Pre-Orders allowed: YES _____ NO _____

If yes, Pre-Order Date: _____