

TD SYNnex Cloud Services

RESELLER AGREEMENT for SYMANTEC MARKETPLACE CLOUD SOLUTION SERVICES

GENERAL TERMS AND CONDITIONS SECTION

1 DEFINITIONS.

1.1 “Agreement” shall have the meaning set forth on the CLOUDSolv Website when accepted by Reseller.

1.2 “Claims” shall mean any and all claims, liabilities, damages or causes of action.

1.3 “CLOUDSolv Marks” shall mean any name, logo and trademark of TD SYNnex used by TD SYNnex to identify the CLOUDSolv services that TD SYNnex provides to Reseller under this Agreement.

1.4 “Confidential Information” shall mean the information of a party, which information is conspicuously marked with “Confidential,” or “Proprietary” or other similar legend. If Confidential Information is orally disclosed it shall be identified as such at the time of disclosure and a brief written non-confidential description of the information and confirmation of the confidential nature of the information shall be sent to the recipient within thirty (30) days after the disclosure. Quantities, schedules and pricing shall be considered Confidential Information hereunder whether disclosed orally or in writing, or whether or not marked “Confidential” or “Proprietary.” Confidential Information does not include information that: (1) was in the possession of, or was known by, the receiving party prior to its receipt from the disclosing party, without an obligation to maintain its confidentiality; (2) is or becomes generally known to the public without violation of this Agreement; (3) is obtained by the receiving party from a third party, without an obligation to keep such information confidential; or (4) is independently developed by the receiving party without use of Confidential Information.

1.5 “Effective Date” shall have the meaning set forth on the CLOUDSolv Website when accepted by Reseller.

1.6 “End User” means the party who purchases Services from Reseller with no intent to further remarket the Services.

1.7 “Intellectual Property” shall mean all worldwide rights arising under contract, status, or common law, whether or not perfected, associated with (1) patents and patent applications; (2) works of authorship, including copyrights, mask works, moral rights, and neighboring rights; (3) the protection of trade and industrial secrets and confidential information; (4) any rights analogous to those set forth herein and any other proprietary rights relating to intangible or intellectual property now existing or later recognized in any jurisdiction; and (5) divisions, continuations, renewals, reissuances,

reexaminations, applications and registrations, and extensions of the foregoing (as applicable) now existing or hereafter filed, issued, or acquired.

1.8 “Order(s)” means each and every purchase order or other document issued by Reseller or End-Users to initiate a Service to an End-User customer.

1.9 “Reseller” shall have the meaning set forth on the CLOUDSolv website.

1.10 “Service(s)” mean the TD SYNEX Cloud unified services which are designated for sale by Reseller in Exhibit A.

1.11 “Territory” shall have the meaning specified on the CLOUDSolv Website in which Reseller will be allowed to distribute the Services in accordance with this Agreement.

SECTION 2 APPOINTMENT, ELIGIBILITY AND RELATIONSHIP.

2.1 Appointment, License Grant and Sublicense. Subject to the terms and conditions of this Agreement, TD SYNEX hereby appoints Reseller as a nonexclusive reseller of the Services in the Territory and grants to Reseller a nontransferable and nonexclusive license during the term of this Agreement to distribute the Services in the Territory.

2.2 Authority. Reseller will have no authority to bind TD SYNEX to any contract, representation, understanding, act or deed concerning TD SYNEX or any Services covered by this Agreement without TD SYNEX’ prior written consent. This Agreement will not be deemed to establish a joint venture or partnership. Reseller will make no warranties or representations, such as representations concerning prices, terms of delivery and payment, or conditions of sale, relating to the Services unless TD SYNEX authorizes such warranties and representations in writing.

2.3 Sales to End Users Only. Unless otherwise authorized by TD SYNEX in writing, Reseller shall only sell Services to End Users who do not intend to further remarket such Services.

2.4 Compliance with Laws. Reseller is solely responsible for obtaining all licenses, approvals, or regulatory authorizations appropriate or necessary for Reseller to perform its obligations as set forth in this Agreement and to provide any services it may provide to its customers. TD SYNEX shall not be responsible for regulatory compliance of Reseller’s services derived from Services. Reseller is independently responsible for ensuring that its activities (including the offering or providing of services or facilities) comply with applicable laws and government or other regulation. If either party receives any notice or becomes aware of any violation of any law, statute, rule, regulation or ordinance of the Territory by the Services or the distribution thereof, such party shall promptly notify the other party of such notice or violation.

SECTION 3 RESELLER OBLIGATIONS.

3.1 Unless otherwise stated, Reseller is responsible for all equipment and facilities within its own network and for data and other communications circuits used to reach the facilities and network of the communications transport provider.

3.2 Reseller will establish and administer its own Service Agreements with End Users to cover the Services delivered under this Agreement. Reseller will not obligate TD SYNEX to provide any services that are not listed in the current version of Exhibit A, Services.

3.3 The Services consist of communications transport and application services only; TD SYNEX does not operate or control the content transported. TD SYNEX shall not have any liability or responsibility for the content of any communication transmitted via the Services hereunder. Reseller shall defend, indemnify and hold harmless TD SYNEX from any and all claims (including claims by governmental entities seeking to impose penal sanctions) related to such content, and from any and all thirdparty claims relating to Reseller's or its End-User's use of Services hereunder. Reseller agrees that it and its affiliates will not (i) use Service(s) for any purpose other than that for which it is intended or in violation of any law or regulation or in aid of any unlawful act; (ii) use Service(s) so as to interfere with the use of the network by other customers or authorized users of the network; and (iii) use Service(s) for transmission of any unsolicited distribution lists or other unsolicited electronic mailing ("Spamming").

3.4 Upon request, Reseller will provide TD SYNEX with a forecast of anticipated sales of Services to be remarketed to End Users for each year this Agreement is in effect.

3.5 Reseller shall not represent itself as an agent or affiliate of TD SYNEX or any Service provider for any purpose, nor give any warranty in relation to the Services, save to the extent that it may give the express warranties given by TD SYNEX or the Service provider to Reseller.

3.6 Reseller will be responsible for all commitments it makes to End Users. All renewals, collections, promotions and sales of Service to End Users will be Reseller's sole responsibility. Reseller is responsible for on time renewals of Service between Reseller and TD SYNEX regardless of End User renewal status. Contract and services will renew automatically a) unless there is a change in price, or b) End User requests that the contract and services be cancelled. Price changes will require a new purchase order. There is a 15 fifteen day grace period post billing end date for new purchase orders to be submitted in case of a price change.

3.7 Reseller will provide TD SYNEX with a designated single point of contact. The Reseller designated contact will be responsible for receiving all calls from the Reseller's employees and End Users regarding the Services (such as questions about pricing, renewal or agreement information, policy clarification, etc.). If the Reseller designated contact is unable to answer the question, then that person will contact

TD SYNnex.

3.8 Resellers and End Users are responsible for the security of their proprietary and confidential information and for maintaining a procedure external to the Supported Products to reconstruct lost or altered End User's files, data, or programs.

3.9 Reseller, when remarketing Services, shall obtain in writing its End User's agreement with all of the terms and conditions included in the Symantec Endpoint Protection Cloud Services Description and End User License Agreement, as may be modified from time to time.

3.10 Reseller is responsible for reviewing the applicable Services with the End User, including the order requirements and final configurations.

3.11 Reseller is responsible for payment of any changes made by the Reseller or Customer within the term of the agreement.

3.12 Customer is responsible for adhering to the Symantec EULA.

SECTION 4 RESELLER SHALL USE CLOUDSOLV MARKS SOLELY IN THE TERRITORY AND SOLELY IN CONNECTION WITH THE SALE OF THE SERVICES UNDER THE TERMS AND CONDITIONS OF THIS AGREEMENT; PROVIDED, HOWEVER, ANY USE OF THE CLOUDSOLV MARKS SHALL BE IN ACCORDANCE WITH TD SYNnex' THEN CURRENT USAGE GUIDELINES FOR SUCH CLOUDSOLV MARKS PROVIDED TO RESELLER OR POSTED ONLINE. TD SYNnex MAY MODIFY THE CLOUDSOLV MARKS FROM TIME TO TIME. UPON FIVE (5) BUSINESS DAYS PRIOR WRITTEN NOTICE FROM TD SYNnex TO RESELLER OF ANY MODIFICATION TO THE CLOUDSOLV MARKS, RESELLER SHALL USE SUCH MODIFIED CLOUDSOLV MARKS AND CEASE ANY USE OF THE CLOUDSOLV MARKS PREVIOUSLY PROVIDED TO RESELLER.ORDERS

4.1 Services shall be ordered by issuing a purchase order or other approved document in writing to TD SYNnex via electronic transmission (Cloudsolv) only. Receipt of each Order shall be promptly confirmed by TD SYNnex.

4.2 Orders:

(A) Orders are subject to acceptance by TD SYNnex and shall reference this Agreement.

(B) All Orders are subject to the terms and conditions of this Agreement. Unless agreed to in writing, no additional or different terms on the face or reverse side of any Order, or in any written communication, shall apply.

(C) Reseller and End-Users may at any time issue new Orders for Services.

(D) Unless otherwise agreed in writing by TD SYNnex, the

minimum term for any Services Order is one (1) calendar month. Reseller is responsible for payments each month based on current state of the agreement, regardless of Customer payment status.

(E) Cancellation fees are outlined in Article A Section 7.

SECTION 5 FEES AND PAYMENT.

5.1 Payment. TD SYNEX will invoice Reseller for any fees that may be owed by Reseller to TD SYNEX. Payment for such fees may be made by check or wire transfer. Should Reseller fail to make payment within thirty (30) days of the due date, TD SYNEX may, at its option, if it gives Reseller written notice, in reasonable detail, of such failure and Reseller does not cure such failure within five (5) business days of its receipt of such notice, terminate this Agreement. Daily interest at the rate of one and one-half percent (1.5%) per month shall accrue and be charged, until paid, on all payments not received by TD SYNEX within such thirty (30) day period.

5.2 Credit. Reseller shall provide all financial information reasonable requested by TD SYNEX from time to time for the purpose of establishing or continuing Reseller's credit limit. Reseller agrees that TD SYNEX shall have the right to decline or extend credit to Reseller and to require Reseller to provide a Letter of Credit. TD SYNEX shall have the right from time to time, without notice, to change or revoke Reseller's credit limit on the basis of changes in TD SYNEX' credit policies or Reseller's financial condition and/or payment record.

5.3 Price Changes. TD SYNEX may change monthly charges for ongoing Services upon thirty (30) days' written notice. Prepaid Services, if any, will not be subject to increases during the prepaid period. Pricing is protected for the duration of one year from contract activation date through CLOUDSolv for the prepaid services.

5.4 Cancellations. If prepaid Services are cancelled by Reseller, TD SYNEX will be under no obligation to offer a refund for the remaining unused Services. For consumption offerings, pricing is subject to change at any time upon notice.

5.5 Billing Disputes. If Reseller, in good faith, disputes any invoice amount, it shall submit to TD SYNEX, within fifteen (15) days of the due date written documentation identifying and substantiating the disputed amount. The Parties will use reasonable efforts to settle the dispute within ten (10) days after receipt of notice of the dispute by TD SYNEX. If the Parties resolve the dispute in favor of the Reseller, then TD SYNEX will promptly issue a credit memo for the disputed amount. If the Parties resolve the dispute in favor of TD SYNEX, and the Reseller has not already paid the disputed amount, then the Reseller must promptly pay the disputed amount within five (5) days after agreement is reached, including interest at the rate set forth herein, from the due

date until the date of actual payment. If the Parties are unable to resolve a dispute, the Parties shall follow the dispute resolution provision in Section 10.6.

5.6 Suspension of Service. In the event charges due pursuant to TD SYNnex' invoice are not paid by the due date, except for charges disputed pursuant to Section 5.4, TD SYNnex shall have the right to suspend all or any portion of the Services to the Reseller's customer, after giving Reseller ten (10) business days prior notice ("Suspension Notice"), until such time as Reseller has paid in full all charges then due to TD SYNnex, including late fees. Following such payment, TD SYNnex shall reinstate Services to Reseller's customer only when Reseller provides TD SYNnex with satisfactory assurance of Reseller's ability to pay for Services (deposit when it applies, letter of credit acceptable to TD SYNnex). If Reseller makes no contact within (1) calendar week from the date of suspension TD SYNnex will initiate a hard disconnect which includes physical removal of connected ports, circuits, and licenses. For a customer to reconnect after hard disconnect, customer will have to go through the same processes and pay the same fees as if starting as a new customer on top of paying all outstanding balances.

5.7 Prices. Reseller is free to establish its own price list for the Services.

5.8 Offsets. TD SYNnex may offset amounts due to Reseller with any credits granted or credit memos issued to Reseller, or any other current amounts owed by TD SYNnex to Reseller.

5.9 Taxes. Reseller shall be responsible for all sales taxes, use taxes, withholding taxes, value added taxes, import and export taxes and any other similar taxes imposed by any federal, state, provincial or local governmental entity or any government entity in the Territory on the transactions contemplated by this Agreement, excluding taxes based on TD SYNnex's net income. When TD SYNnex has the legal obligation to pay or collect such taxes, the appropriate amount shall be invoiced to and paid by Reseller unless Reseller provides TD SYNnex with a valid tax exemption certificate authorized by the appropriate taxing authority.

5.10 Reseller shall promptly notify TD SYNnex of all changes to Reseller's name, address, or of the sale of substantially all of its assets or if Reseller undergoes a merger, acquisition, consolidation or other reorganizations with the result that any other person or entity controls twenty-five (25%) or more of Reseller's capital stock or assets after such transaction. Any obligation of TD SYNnex under these terms and conditions, or any separate agreement by TD SYNnex to extend credit to Reseller shall terminate without notice if Reseller files a voluntary petition under a bankruptcy statute, or makes an assignment for the benefit of creditors, or if an involuntary petition under a bankruptcy statute is filed against Reseller, or if a receiver or trustee is appointed to take possession of the assets of Reseller.

SECTION 6 CONFIDENTIALITY.

6.1 Confidentiality Obligations. The receiving party shall protect the confidentiality and secrecy of the disclosing party's Confidential Information and shall prevent any improper disclosure or use thereof by its employees, agents, contractors or consultants, in the same manner and with the same degree of care (but in no event less than a reasonable degree of care) as it uses in protecting its own information of a confidential nature for a period of three (3) years from the date of such disclosure. Each party must inform its employees having access to the other's Confidential Information of restrictions required to comply with this **Section 6.1**. Each party agrees to provide notice to the other immediately after learning of or having reason to suspect a breach of any of the restrictions of this **Section 6.1**. Notwithstanding the foregoing, each party may disclose the other party's Confidential Information if and to the extent that such disclosure is required by applicable law, provided that the receiving party uses reasonable efforts to limit the disclosure and provides the disclosing party a reasonable opportunity to review the disclosure before it is made and to interpose its own objection to the disclosure.

Each party retains for itself all proprietary rights it possesses in and to all of its own Confidential Information. Accordingly, Confidential Information which the disclosing party may furnish to the receiving party shall be in the receiving party's possession pursuant only to a restrictive, nontransferable, nonexclusive license under which the receiving party may use such Confidential Information under the terms of this Agreement, solely for the purposes of satisfying its obligations hereunder. Each party understands that the party receiving Confidential Information may now or in the future be developing proprietary information internally, or receiving proprietary information from third parties in confidence that may be similar to disclosed Confidential Information. Nothing in this Agreement shall be construed as a representation or inference that the receiving party will not develop products, for itself or others, that compete with the products, processes, systems or methods contemplated by disclosed Confidential Information.

Each party acknowledges that any material violation of the rights and obligations provided in this **Section 6.1** may result in immediate and irreparable injury to the other party, and hereby agrees that the aggrieved party shall be entitled to immediate temporary, preliminary, and permanent injunctive relief against any such continued violations upon adequate proof, as required by applicable law. Notwithstanding **Section 10.7**, each party hereby submits itself to the personal jurisdiction of the courts of competent subject matter jurisdiction for purposes of entry of such injunctive relief.

SECTION 7 STAFFING.

7.1 Staffing. Each of the parties agrees not to solicit, hire or engage any employees of the other party that are directly involved in the activities of the other party in connection with this Agreement during the period such employees are employed by the other party and for a period of one hundred eighty (180) days after the date of such employee's termination of employment from the other party. Each party acknowledges that any material violation of the rights and obligations provided in this **Section 7.1** may result

in immediate and irreparable injury to the other party, and hereby agrees that the aggrieved party shall be entitled to immediate temporary, preliminary, and permanent injunctive relief against any such continued violations upon adequate proof, as required by applicable law. Notwithstanding **Section 10.7**, each party hereby submits itself to the personal jurisdiction of the courts of competent subject matter jurisdiction for purposes of entry of such injunctive relief.

SECTION 8 WARRANTY, LIMITATION OF LIABILITY AND INDEMNITY.

8.1 WARRANTY. TD SYNEX MAKES NO EXPRESS OR IMPLIED WARRANTIES OR REPRESENTATIONS WITH RESPECT TO ANY SERVICES THAT MAY BE SOLD UNDER THIS AGREEMENT AND ANY SERVICES ARE PROVIDED ON AN “AS-IS” BASIS. TD SYNEX DISCLAIMS WARRANTIES (INCLUDING, WITHOUT LIMITATION), FITNESS FOR A PARTICULAR PURPOSE, TITLE, MERCHANTABILITY, OR ANY IMPLIED WARRANTIES ARISING OUT OF A COURSE OF PERFORMANCE OR USAGE). TD SYNEX MAKES NO REPRESENTATION THAT THE SERVICES WILL BE UNINTERRUPTED OR ERROR-FREE. SERVICES ARE NOT TO BE USED IN MEDICAL OR OTHER CIRCUMSTANCES WHERE FAILURE OR INTERRUPTION COULD CAUSE INJURY OR DEATH.

EXCEPT FOR A BREACH OF **SECTION 6.1** OR **SECTION 7.1**, IN NO EVENT SHALL EITHER PARTY BE LIABLE TO THE OTHER PARTY FOR ANY CONSEQUENTIAL, EXEMPLARY, PUNITIVE, INCIDENTAL, INDIRECT OR SPECIAL DAMAGES OR COSTS HOWSOEVER ARISING OUT OF OR RELATED TO THIS AGREEMENT, WHETHER OR NOT EITHER PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES OR COSTS.

To the extent TD SYNEX is held legally liable to Reseller, TD SYNEX’s total liability is limited to direct damages for any claim based on a material breach of Services, up to a maximum of twelve (12) months of the related Services charges for the affected End User paid by Reseller during the period of material breach.

8.2 Reseller Indemnification.

(A) Reseller agrees to indemnify TD SYNEX and hold TD SYNEX

harmless from any liability or expense, including attorney’s fees, incurred as a result of any claim that may be made against TD SYNEX by End User or any third party that arises out of:

(i) Reseller’s failure(s) to perform its obligations under this Agreement; or

(ii) Reseller’s Service delivery to End Users.

(B) Reseller agrees to indemnify and hold TD SYNnex harmless for all claims and related expenses incurred by TD SYNnex during or after the Agreement as a result of: (a) Reseller's failure to require agreement by an End User to Services terms and conditions, including without limitation, warranty, limitations and remedies, and Service descriptions; (b) any changes to the Customer Agreement or Services not authorized in writing by TD SYNnex; and (c) any representations or commitments by Reseller regarding Services which create liabilities or obligations not so authorized by TD SYNnex.

(C) Reseller agrees, at TD SYNnex's request to defend, and to indemnify TD SYNnex against and hold TD SYNnex harmless from any and all claims, actions, losses, costs and expenses TD SYNnex may incur as a result of: (i) any breach by Reseller; MSPs; downstream reseller; or End Users of lawful use of Services" (ii) Reseller's or End Users' unauthorized use of the Service in a manner not contemplated by the services description, or (ii) any third party claim solely in relation to Customer Content.

SECTION 9 TERM AND TERMINATION.

9.1 Term and Termination. The initial term of this Agreement shall commence on the Effective Date and extend for one (1) month thereafter, with automatic one month renewals unless terminated according to one or more of the following provisions:

(A) At any time upon the mutual written agreement of both parties;

(B) With or without notice to Reseller, immediately upon termination of the Agreement between TD SYNnex and the service provider.

(C) By either party, following a material breach of this Agreement by the other party and the breaching party's failure to cure such breach within fifteen (15) days of it receiving written notice of such breach; and

(D) By either party upon the other party seeking an order for relief under the bankruptcy laws of the United States or similar laws of any other jurisdiction, a composition with or assignment for the benefit of creditors, or dissolution or liquidation.

9.2 Return of Confidential Information. Upon termination of this Agreement by either party, each party shall return all originals and copies of Confidential Information or destroy the same with certification of such destruction. Notwithstanding the foregoing, each Party may retain an archival copy of the other Party's confidential information as required by record retention policies or law.

9.3 Survival. Provisions herein which by their nature extend beyond the termination or expiration of this Agreement will remain in effect until fulfilled.

SECTION 10 MISCELLANEOUS.

10.1 Entire Agreement and Modification. This Agreement shall constitute the entire agreement between the parties with respect to the transactions contemplated hereby and supersedes all prior agreements and understandings between the parties relating to such transactions. The Exhibits attached hereto are considered to be a part of this Agreement. No modification of this Agreement shall be binding, unless in writing and signed by an authorized representative of each party.

10.2 Assignment. This Agreement shall be binding upon and inure to the benefit of the parties and their respective successors and permitted assigns. Neither party hereto shall in any way sell, transfer, assign, or otherwise dispose of any of the rights, privileges, duties and obligations granted or imposed upon it under this Agreement; *provided, however*, TD SYNEX shall have the right to assign its rights, duties and responsibilities under this Agreement to an affiliate of TD SYNEX. An affiliate of TD SYNEX means any corporation, partnership or other business entity which controls, is controlled by, or is under common control with TD SYNEX.

10.3 Severability. In case any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal or unenforceable in any respect, except in those instances where removal or elimination of such invalid, illegal, or unenforceable provision or provisions would result in a failure of consideration under this Agreement, such invalidity, illegality or unenforceability shall be severed and shall not affect any other provision hereof. Furthermore, the severed provision shall be replaced by a provision which comes closest to such severed provision, or part thereof, in language and intent, without being invalid, illegal or unenforceable.

10.4 Force Majeure. Neither party shall be liable to the other for any delay in performance or failure to perform, in whole or in part, due to labor dispute, strike, war or act of war (whether an actual declaration is made or not), insurrection, riot, civil commotion, act of public enemy, accident, fire, flood, earthquake, or other act of God, act of any governmental authority, judicial action, computer virus or worm, or similar causes beyond the reasonable control of such party. If any event of force majeure occurs, the party affected by such event shall promptly notify the other party of such event and take all reasonable actions to avoid the effect of such event.

10.5 Independent Contractor. TD SYNEX and Reseller are and shall be independent contractors to one another, and nothing herein shall be deemed to cause this Agreement to create an agency, partnership, or joint venture between the parties.

10.6 Disputes. Both parties agree to negotiate in good faith the settlement of any disputes that may arise under this Agreement. If necessary, such disputes shall be escalated to appropriate senior management of each party. In the event that such good faith settlements fail, excluding any and all disputes and controversies arising out of or in connection with **Sections 6.1 or 7.1**, any and all other disputes and controversies of every kind and nature between the parties arising out of or in connection with the existence, construction, validity, interpretation, or meaning, performance, nonperformance,

enforcement, operation, breach, continuance, or termination of this Agreement shall be submitted to binding arbitration, pursuant to the Rules of the American Arbitration Association, before a single arbitrator in Alameda County, California. In the event the parties cannot agree on the arbitrator, then an administrator of the American Arbitration Association shall select an appropriate arbitrator from among arbitrators of the American Arbitration Association with experience in commercial disputes related to technology products. In the event of any litigation arising out of this Agreement or its enforcement by either party, the prevailing party shall be entitled to recover as part of any judgment, reasonable attorneys' fees and court costs.

10.7 Jurisprudence. This Agreement shall be governed by and construed in accordance with the laws of California and the United Nations Convention on Contracts for the International Sale of Goods shall not apply.

10.8 Notice. All written notices required by this Agreement must be delivered in person or by means evidenced by a delivery receipt and will be effective upon receipt.

10.9 Exhibits. Each Exhibit attached hereto is incorporated herein by this reference. The parties may amend any Exhibit from time to time by entering into a separate written agreement, referencing such Exhibit and specifying the amendment thereto, signed by an authorized employee of each of the parties.

* * * * *

EXHIBIT A

TD SYNnex CLOUD SERVICES PARTNER SERVICES

SECTION 1 DEFINITIONS

1.1 “**Customer Content**” means information stored and/or processed through the Services (whether sent to, from, or by Customer.)

1.2 “**API**” means the Application Programming Interface used by Reseller to aggregate, provision, and add Ender Users to the Service(s).

1.3 “**Hosted Software**” means any software programs described in this Exhibit A and/or any links provided in this Exhibit A that are hosted by Vendor, or any other software programs hosted by Vendor from time to time, and offered under a software-as-a-service or cloud-computing delivery model. For clarity, “Hosted Software” is used in connection with Cloud Services.

1.4 “**Updates**” means new versions of the Cloud Services that contains patches, bug fixes, error corrections, minor enhancements and other maintenance releases, but that does not contain major enhancements or significant new functionality. Updates are generally designated by a change in the version number of software to the right of the decimal (e.g., Version 2.1 to Version 2.2).

SECTION 2 OBJECTS

2.1 Establish a means for Resellers to easily transact services in a monthly billing model. Additionally, this will allow Resellers to procure Cloud Services to support their managed service practice through one portal.

SECTION 3 RESELLER’S RESPONSIBILITIES

3.1 Review training materials on use of CloudSolv

3.2 Identify upsell/cross sell opportunities

3.3 Close sales opportunities

3.4 Provide initial support to End User

3.5 Manage and support a base of End Users with a recurring revenue model

3.6 Make timely payments on a monthly basis

3.7 The Services ordered and access to Hosted Software shall be sold to and provisioned for Reseller by TD SYNnex in accordance with the applicable Service Descriptions, the SLAs and the Terms of Use (collectively the “Service Terms,”) set forth at by Symantec.

SECTION 4 RESELLER'S OBLIGATIONS

4.1 TD SYNnex will provide 24/7 support for this agreement. Support is provided to both Reseller and Customer in 2 different methods. Each tier provides a different discount to the reseller.

(A) Tier 1 Support: Reseller will act as primary point of contact for Customer, be listed as Delegated Admin on the end user account, and act as a liaison for TD SYNnex support as possible.

(B) Tier 2 Support: Reseller will not act as primary point of contact for support. End user will work with TD SYNnex 24/7 support services.

4.2 TD SYNnex does not have a contractual relationship with End Users and Reseller expressly acknowledges and agrees that it shall be liable for all End User obligations under this Agreement by entering into substantially similar terms as this Agreement (as amended) and the Services Descriptions. Specifically, Reseller shall establish and operate systems and procedures sufficient to provide initial and primary support to End Users including but not limited to, (i) take and log all calls, e-mails, faxes and other requests for assistance from End Users; (ii) determine whether the call requires escalation to TD SYNnex or Symantec (and to refer such call to TD SYNnex or Symantec if it does).

SECTION 5 RESOLUTION OF PROBLEMS

5.1 Resolution

(A) Tier 1 support: Reseller agrees to initially handle all problems using its own help desk ("Level 0 Support"). After End User notifies Reseller of a technical support problem or issue, Reseller shall engage TD SYNnex 24/7 Support Desk.

(B) Tier 2 support: End user engages TD SYNnex 24/7 support desk at the onset of the support request.

SECTION 6 DATA PRIVACY

6.1 TD SYNnex operates as a data processor with no control over the type, substance or format of Customer Content. Reseller, as data controller, is responsible (i) to ensure that processing and disclosure of such information to TD SYNnex complies with applicable laws; (ii) to inform End Users that their information will be processed by TD SYNnex in the United States or other countries that may have less protective data protection laws than the region in which they are situated (including the European Economic Area); (iii) to inform END User of how it will be used, and to assure that End User has all appropriate consents required for such transfer and use; and (iv) to inform relevant End User that communications transmitted through systems covered by the Services may be intercepted or monitored for purposes of the Services.

6.2 In the normal course of providing the Services, TD SYNEX does not require access to or use of the Customer Content, other than by machine-read, electronic methods. TD SYNEX, its affiliates, agents or subcontractors, may access or use the Customer Content if required to ensure proper functioning of the Service or as otherwise set forth in the service descriptions. TD SYNEX may access, use or disclose Customer Content as required by law or court order. TD SYNEX will give Reseller reasonable notice of any legally required disclosure to allow Reseller to seek a protective order or other appropriate remedy (except to the extent TD SYNEX's compliance with the foregoing would cause it to violate a court order or other legal requirement). As between End User and TD SYNEX, at all times the Customer Content will remain the property of End User.

SECTION 7 BILLING

7.1 Monthly Online services

- A. TD SYNEX will invoice you up front for a full month of service based on the activation date of the product ordered by the 1st of every month.
- B. If the activation date is during the current month, you will be invoiced one month in advance starting the following billing month.
- C. Any subscriptions cancelled after the 17th of the current month will be billed to the partner on the 1st of the following month and no more.
- D. No partial credits will be issued for any licenses cancelled or changed. *any billing disputes, please follow the dispute process in section 5.4.
- E. Upgrades and downgrades for paid monthly services are allowed and charges will be based on the service that are active on the 1st of the month billing date.

7.2 Consumption services

- A. TD SYNEX will invoice you on the 1st of every month based on consumption reports received from Symantec on the 17th of the previous month.
- B. Usage reports are based on previous month services and consumption of those services as reported by Symantec.
- C. If no services are activated/consumed, no charges will accrue.
- D. Any consumption between the 17th and 16th of the subsequent month, will be invoiced on the 1st of the following month.

7.3 Contract Expiration – All CSP contracts are valid until cancelled. These contracts lock in pricing for the full year. An email notification of contract anniversary will be sent 30 days prior to the 1 year anniversary date. To minimize actions required, at anniversary:

- A. Contracts with no price changes
 - 1. The same contract number and purchase order number submitted at original purchase date will be used to continue service for another 1 year period.
 - 2. Review contract Terms & Conditions as they pertain to CSP.
- B. Contracts requiring price changes
 - 1. The same contract number will be used to continue service another 1 year period.
 - 2. A new purchase order is required at anniversary date.
 - 3. Review contract Terms & Conditions as they pertain to CSP.