

## TD SYNEX Partner Loyalty Program Terms and Conditions ("Terms and Conditions")

BY CLICKING "I AGREE", YOU ACKNOWLEDGE THAT YOU HAVE READ, UNDERSTOOD, AND ACCEPTED THESE TERMS AND CONDITIONS. YOU ALSO REPRESENT AND WARRANT THAT YOU HAVE THE AUTHORITY TO ENTER INTO THESE TERMS AND CONDITIONS ON BEHALF OF CUSTOMER. IF YOU DO NOT AGREE TO THESE TERMS AND CONDITIONS, PLEASE DO NOT CLICK "I AGREE".

1. **Introduction.** Welcome to the pilot for TD SYNEX's Partner Loyalty Program! TD SYNEX has developed the Partner Loyalty Program to reward our resellers for their everyday business conducted with TD SYNEX, as well as incentivize resellers to take advantage of platforms and services that are a part of their TD SYNEX relationship ("**Loyalty Program**"). These Terms and Conditions are between the entity agreeing to these Terms and Conditions ("**Customer**") and TD SYNEX Corporation ("**TD SYNEX**") and outline the rules and regulations for participation in the Loyalty Program.
2. **Participation.**
  - a. **Registration:** Customer must register to join the Loyalty Program through TD SYNEX's digital platform ("**Loyalty Program Platform**"). During the registration process, Customer will be required to respond to mandatory questions to refine what content Customer is provided through the Loyalty Program Platform. Such information may be used by TD SYNEX for future vendor sponsorship opportunities.
  - b. **ECExpress:** Upon registering, TD SYNEX will pull the following data from Customer's ECExpress account to create Customer's Loyalty Program Platform account:
    - Company Name
    - Contact Name
    - Revenue with TD SYNEX
    - Year over Year Growth
    - Number of vendors Purchased in the Previous Year
    - Verticals Customers Sells Into
  - c. **Integration:** By using the Loyalty Program Platform, Customer authorizes TD SYNEX to integrate with Customer's Credly, CVENT, and Calendly accounts to receive the following information:
    - Calendly: Appointment booking information and record of attending appointment.
    - CVENT: Event registration information and record of events attended.
    - Credly: Earned badge data on account (account contains name, email and organization)
3. **Membership Tier.** Upon completed registration, TD SYNEX will provide Customer with a designated membership tier. TD SYNEX will determine Customer applicable tier every year based on the below criteria (calculated based purchases made during Distributor's previous fiscal year ("**Year**").)
  - a. **Pioneer:**
    - Customer purchases \$1,000,000.00 to \$9,999,999.99 in annual revenue from TD SYNEX **OR** Customer attains Year over Year business growth through TD SYNEX of 50% or more.
  - b. **Innovator:**
    - Customer purchases \$50,000,000.00 to \$99,999,999.99 in annual revenue from TD SYNEX **OR** Customer attains Year over Year business growth through TD SYNEX of 100% to 149.9%.  
**AND**
    - Customer purchases 3 New Vendor Products per Year.
  - c. **Disruptor:**
    - Customer purchases greater than \$100,000,000.00 but no more than \$200,000,000 in annual revenue from TD SYNEX **OR** Customer attains Year over Year business growth through TD SYNEX of 150% or more.  
**AND**
    - Customer purchases 5 New Vendor Products per Year
4. **Loyalty Program Incentives ("Incentives").**
  - a. **Free Global Knowledge Course Credit:**
    - Applicable to Pioneer Tier Customers only:
      - TD SYNEX will provide Customers up to a maximum of 3 free Global Knowledge course vouchers (1 per Customer employee) ("**Course**") subject to availability.
      - Eligible Course list to use voucher on to be communicated to Customer upon achieving incentive.

- Course voucher will be provided for the Course the Customer employee selects. The credit must be used for the selected Course only.
- Course vouchers expire (sixty) 60 days from issuance. Credits will not be reissued if not used within the aforementioned sixty (60) days.
- Credits issued are equivalent to chosen Course value.
- The Courses are offered in multiple delivery formats.
- Eligible Courses include:
  - [Agile and Scrum Foundation Certification](#)
  - [AWS Cloud Practitioner Essentials](#)
  - [Design Thinking Essentials](#)
  - [DevOps Institute: DevOps Foundation \(DOFD\) Certification](#)
  - [From Doing to Leading - Leading with Impact](#)
  - [Google Cloud Big Data and Machine Learning Fundamentals](#)
  - [Lean Fundamentals](#)
  - [Microsoft Azure Fundamentals \(AZ-900\)](#)
  - [MLOps Fundamentals](#)
  - [Quick Start to Prompt Engineering for Everyday Business Users](#)
  - [Selling Cloud Solutions](#)

**b. Travel Credit:**

- If Customer attends 3 Advanced Solutions events, Customer shall earn a travel credit as follows:
  - Pioneer Tier: \$150.00
  - Innovator Tier: \$200.00
  - Disruptor Tier: \$500.00
- Only Advanced Solutions events on the Loyalty Program Platform calendar qualify.

**c. Training Services:**

- Pioneer Tier: If Customer purchases \$20,000.00 of TD SYNnex training services in a Year, Customer will receive a free pass to the next Canals Forum event.
- Innovator Tier and Disruptor Tier: If Customer purchases \$30,000.00 of TD SYNnex training services in a Year, Customer will receive a \$1,000.00 industry event pass credit to be used for any industry event. In order to receive reimbursement, Customer must send proof of performance to [partnerloyalty@tdsynnex.com](mailto:partnerloyalty@tdsynnex.com).

**d. New Technology/New Vendor Products Adoption:**

- Pioneer Tier: If Customer purchases \$25,000.00 in New Technology (as defined below) or New Vendor Products, Customer will receive a \$1,200.00 vendor event pass credit.
- Innovator Tier: If Customer purchases \$40,000.00 in New Technology or New Vendor Products, Customer will receive \$3,000.00 in marketing development funds (“**MDF**”) to be used for TD SYNnex DemandSolv Marketing Services (as defined below).
- Disruptor Tier: If Customer purchases \$75,000.00 in New Technology or New Vendor Products, Customer will receive \$5,000.00 in MDF to be used for DemandSolv Marketing Services.
- “**New Technology**” is defined as a technology within TD SYNnex’s Advanced Solutions division that is a net-new technology purchased by Customer as determined by TD SYNnex. The New Technology can be from a vendor which Customer is already purchasing) (i.e. purchasing AI software when Customer has only purchased security software previously).
- TD SYNnex will track and hold MDF amounts internally and apply towards marketing activities and campaign creation services provided by TD SYNnex’s DemandSOLV division (“**DemandSolv Marketing Services**”).

**e. StreamOne:**

- For Customers who DO NOT have a TD SYNnex StreamOne platform (“**StreamOne**”) account:
  - If Customer creates a StreamOne account and makes a purchase through StreamOne, Customer will receive a **TBD** credit.
- For Customers who DO have a StreamOne account:
  - If Customer purchases **TBD** through StreamOne, Customer will receive a **TBD** credit.

- f. **Amplify:** If Customer is approved for TD SYNEX's Amplify financing program ("**Amplify**"), Customer will automatically become eligible for the Amplify+ (if not already participating) which provides special interest rates and terms.
- g. **Partner Health and Fitness:** If Customer utilizes TD SYNEX's Partner Health and Fitness Score program and improves its score by at least five (5) points in a calendar year, Customer will receive the following travel credits:
- Pioneer Tier and Innovator Tier: \$200.00 travel credit to be used for flights or hotels to a TD SYNEX event.
  - Disruptor Tier: Advanced Solutions Executive Summit invite (where hotel fees are also covered)
5. **Incentive Processing Times.** TD SYNEX will make commercially reasonable efforts to process and issue Incentives to Customer within 60 days.
6. **Taxes.** Incentives will be issued to the Customer and will be addressed "in care of" the Customer employee that attained the Incentive. TD SYNEX shall not be responsible for any applicable taxes related to the Incentives ("**Taxes**"). Customer shall be solely responsible for such Taxes.
7. **Modification.** TD SYNEX reserves the right at any time to modify these Terms and Conditions by posting revised terms on the Loyalty Program platform. By continuing to participate in the Loyalty Program after the revised Terms and Conditions have been posted, Customer accepts such revised terms. It is Customer's responsibility to check the Rewards Program page regularly for updated Terms and Conditions.
8. **Customer Obligations.**
- a. Customer shall not submit false or misleading information.
  - b. Customer shall not resell, trade, or give away Incentives.
  - c. Incentives must be used by the Customer employee to whom such Incentive was addressed.
  - d. Customer shall comply with all applicable laws, codes, directives, ordinances, and regulations, including but not limited to applicable anti-bribery and anti-corruption laws.
  - e. If Customer does not use the Incentive 1 year after the date it earns the Incentive, the Incentive will be forfeited.
9. **Termination.** TD SYNEX reserves the right to terminate these Terms and Conditions and Customer's participation in the Loyalty Program immediately upon notice with or without cause and without incurring any liability.
10. **Limited License:** Subject to these Terms and Conditions, Customer is hereby granted a non-exclusive, limited, non-transferable, freely revocable license for use of the Loyalty Rewards Platform by Customer and Customer's employees solely as permitted by these Terms and Conditions. TD SYNEX reserves all rights not expressly granted herein in the Loyalty Rewards Platform and the TD SYNEX Content (as defined below). TD SYNEX may terminate this license at any time for any reason or no reason. Customer acknowledges and agrees that the Loyalty Rewards Platform is not sold but licensed to Customer for Customer's internal use to participate in the Loyalty Program. This license is for the period beginning with Customer's acceptance of these Terms and Conditions until termination by TD SYNEX; and is for use only by Customer's employees engaged in the Loyalty Rewards Program, and only in accordance with these Terms and Conditions.
11. **Feedback.** Customer may choose to, or TD SYNEX may invite Customer to submit comments or ideas about the Loyalty Program, including without limitation about how to improve the Program ("**Ideas**"). By submitting any Idea, Customer agrees that its disclosure is gratuitous, unsolicited and without restriction and will not place TD SYNEX under any fiduciary or other obligation, and that TD SYNEX is free to use the Idea without any additional compensation to Customer, and/or to disclose the Idea on a non-confidential basis or otherwise to anyone. Customer further acknowledges that, by acceptance of the Ideas, TD SYNEX does not waive any rights to use similar or related ideas previously known to TD SYNEX, or developed by its employees, or obtained from sources other than Customer.
12. **TD SYNEX Property Rights.** The Loyalty Program and all materials, and data therein or transferred thereby, including, without limitation, the Loyalty Rewards Platform, software, platforms, portals, images, text, graphics, illustrations, logos, patents, trademarks, service marks, or copyrights, and all Intellectual Property Rights related thereto ("**TD SYNEX Content**"), are the exclusive property of TD SYNEX and its licensors. Except as explicitly provided herein, nothing in these Terms and Conditions shall be deemed to create a license in or under any such Intellectual Property Rights, and Customer agrees not to sell, license, rent, modify, distribute, copy, reproduce, transmit, publicly display, publicly perform, publish, adapt, edit, or create derivative works from any TD SYNEX Content. Use of the TD SYNEX Content for any purpose not expressly permitted by these Terms and Conditions is strictly prohibited. For purposes of this Terms and Conditions, "**Intellectual Property Right**" means any presently existing or future patent, utility model, copyright, trade secret, registered design, trademark, service mark (whether or not registered), mask work right, know-how, right in the nature of an unfair competition right, database right, design right, and any other form of intellectual property or proprietary right protected under the laws of any jurisdiction or bi-lateral or multi-lateral international treaty regime.
13. **Confidentiality.** These Terms and Conditions and the TD SYNEX Content are confidential. Customer will not disclose the terms of these Terms and Conditions except as required to perform its obligations hereunder.
14. **Disclaimer of Warranties.** TD SYNEX IS PROVIDING THE REWARDS PROGRAM ON AN "AS IS" AND "AS AVAILABLE" BASIS. TD SYNEX MAKES NO REPRESENTATIONS OR WARRANTIES OF ANY KIND WITH RESPECT TO THESE TERMS AND CONDITIONS, THE LOYALTY REWARDS PLATFORM, OR THE LOYALTY PROGRAM. TD SYNEX DISCLAIMS ANY AND ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

**15. Limitation of Liability.** TO THE EXTENT PERMITTED BY LAW, TD SYNnex SHALL NOT BE LIABLE UNDER ANY CIRCUMSTANCES FOR ANY INDIRECT, SPECIAL, CONSEQUENTIAL, INCIDENTAL, PUNITIVE, OR EXEMPLARY DAMAGES ARISING OUT OF OR IN ANY WAY CONNECTED WITH THESE TERMS AND CONDITIONS. TO THE EXTENT PERMITTED BY LAW, TD SYNnex'S TOTAL LIABILITY FOR DIRECT DAMAGES UNDER THESE TERMS AND CONDITIONS SHALL BE LIMITED TO ONE HUNDRED DOLLARS.

**16. Governing Law and Venue.** These Terms and Conditions shall have Florida as its situs and shall be governed by and construed in accordance with the laws of the State of Florida, without reference to choice of laws. The parties agree to venue in the applicable federal and state courts for Pinellas County, Florida. The parties irrevocably waive any and all right to trial by jury in any legal proceeding arising out of or related to these Terms and Conditions.

IF YOU HAVE ANY QUESTIONS OR CONCERNS, PLEASE CONTACT OUR TD SYNnex REWARDS PROGRAM TEAM AT [partnerloyalty@tdsynnex.com](mailto:partnerloyalty@tdsynnex.com)