

# SUPPLEMENTAL TERMS FOR CLOUD PRODUCTS AND SERVICES

**Updated: October 2024**

If you are procuring software products or services listed as cloud offerings or marked with a cloud symbol from Ingram Micro Xvantage (“**Xvantage**”), (“**Cloud Products**”) then the following supplemental terms and conditions (“**Xvantage Cloud Terms**”) apply to your transactions on Xvantage, in addition to the Ingram Micro General Terms and Conditions of Sale, Delivery and Payment or other written agreement you may have in place with us. When “Ingram Micro”, “we”, “us” or “our” is used in these Terms, they refer to Ingram Micro Inc. and/or its applicable affiliate(s). Any references to “you” or “your” in these Xvantage Cloud Terms are references to the company which you represent and which is going to transact on Xvantage with us. Capitalized terms used but not defined herein shall have the meaning provided to them in the Ingram Micro Xvantage Terms of Use.

## **1. Introduction to Xvantage and Applicable Terms for Cloud Products and Services.**

Xvantage enables you to order, provision and purchase Cloud Products from 3<sup>rd</sup> party vendors (“**Vendor Services**”) for resale to your customers or your own use with automated recurring billing. Most Vendor Services are offered on a subscription basis for an initial term that is often subject to auto-renewal, so you should carefully check the term of the Vendor Service you are ordering to understand the duration, renewal options and termination rights. Further, purchases through Xvantage do not typically require any physical delivery, and thus no terms in your existing agreement with us related to delivery or returns will apply to purchases from Xvantage unless expressly agreed otherwise. Your resale of the Vendor Service you provision and purchase from

us may be subject to additional terms and conditions required by the Vendor, and you are responsible for checking Xvantage to determine if any Vendor terms apply to the Vendor Services you wish to resell. All Vendor Services will require the end user to accept the Vendor's end user license agreement, terms of use, or terms of service, so you need to inform your customers of this requirement. Likewise, if you are using the Vendor Service yourself, you will need to accept and abide by those Vendor terms and conditions, too. Notwithstanding anything to the contrary in these Xvantage Cloud Terms, your license or right to use any Vendor Services is provided by the Vendor and not Ingram Micro and is subject to any terms and conditions made available by the Vendor, including, but not limited to, warranties (if any), ownership of intellectual property and permitted uses.

## **2. Payment.**

You agree to pay the fees and charges for the Vendor Services as outlined in Xvantage. We will accept payment from you by methods we make available and you select. You acknowledge that fees and charges for Vendor Services you purchase may, as a result of foreign currency exchange fluctuation, be adjusted during the term of your subscription, at our discretion. Therefore, the amount you pay for the Vendor Services may vary from time to time during the term of your subscription, even though you may purchase Vendor Services in advance for a fixed term. We will notify you of any such changes by updating Xvantage or sending notice by e-mail or regular mail. Fees and charges for Vendor Services are non-refundable.

You are responsible for billing and collecting any payments for Vendor Services from your customers. To the extent we provide you with payment frequency options, you agree that you will extend the payment frequency option that you choose to your customers. You agree that your payment obligations are NOT a "pay when paid" arrangement. Accordingly, your customer's failure to pay for Vendor Services will not relieve you of your obligation to timely pay us for the

Vendor Services ordered by or through you. If your customers do not pay you, you still must pay for the Vendor Services you order.

You must pay in advance for your or your customer's access to or use of the Vendor Services, unless otherwise agreed to by us. You authorize us to automatically charge any amounts payable by you in connection with your or your customer's access or use of the Vendor Services when required or applicable, such as when billing is based on consumption or if the Vendor Services automatically renew, or potentially in other cases.

The amount of Vendor Services you may order may be subject to any limits established by your credit card or other payment processing issuer; provided, however, that consumption-based subscriptions may exceed such amounts, irrespective of your credit line with Ingram Micro. For any and all credit card chargebacks, we may charge you an administration fee. For all valid credit cards that you provide us for the purpose of payment, if you do not notify us prior to the expiration date of such credit card, we will automatically update the expiration date of the credit card in our internal system to the next year in order to prevent interruption of Vendor Services.

If we waive the requirement for you to pay in advance and grant you a credit line, you must pay within the time indicated on the invoice, and you must pay via wire transfer, ACH or such other electronic payment method deemed acceptable by us. We may charge you 1.5% per month, or the highest rate permitted by law, whichever is less, for late payments. Credit limits may be granted, modified, suspended, or terminated at any time in our sole discretion. We may require you to provide credit card information as backup, and if you are late in making payment we may automatically charge your credit card for such outstanding amounts and may charge you a late fee of 3.5%. We may, in our sole discretion, charge amounts payable by you in USD or in your local currency. If you fail to make timely payment you agree that we may, in addition to all other

rights and remedies provided to us hereunder or at law, terminate or suspend the affected Vendor Services.

Wire transfers should include any additional processing fees that may apply, particularly international wire transfers. You are responsible to ensure these additional fees, if any, are added to the wire transfer submitted to us.

### **3. Taxes.**

Unless otherwise indicated in an invoice or agreed to in writing by you and us, all payments are exclusive of national, federal, state, provincial, local or foreign taxes, duties, tariffs, levies and similar assessments. You agree to bear and be responsible for the payment of all taxes, duties, tariffs, levies, fees and charges of any kind, including sales, use, excise or value added taxes, and all other similar charges (collectively, "**Taxes**") that are imposed on transactions by or under the authority of any government body, excluding Taxes based solely upon our net income. If you are a tax-exempt entity or claim exemption from any Taxes hereunder, you will provide a certificate of exemption and, after receipt of valid evidence of exemption, we will not charge you any Taxes from which you are exempt.

### **4. Unauthorized Use of Vendor Services.**

End users will be fully responsible for maintaining the security and confidentiality of their access credentials to any Vendor Services purchased through Xvantage. You must ensure that your customers implement best practices for maintaining such security and confidentiality when accessing such Vendor Services. You will remain primarily liable to us for any and all charges, damages or fees incurred by or through the use of the end user's credentials provided by the Vendor to the end users for the Vendor Services, including any unauthorized activity on such

accounts. We may suspend or terminate the end user's access and use of the Vendor Services immediately upon the reasonable belief that there is fraudulent or unauthorized activity on an end user's account. Neither you, nor your customer may use or otherwise access the Vendor Services in a manner that exceeds the authorized use. If you or your customer exceed the authorized use of the Vendor Services then you will promptly notify us and immediately: (i) disable or correct impermissible use; or (ii) purchase additional Vendor Services to correspond to actual use. You agree that we or the Vendor may at any time and in our discretion review your use of the Vendor Services, and you will provide any reasonable assistance to verify your or your customer's compliance with these Xvantage Cloud Terms and any other applicable terms. We may suspend or terminate the use of the Vendor Services immediately upon written notice of non-compliance identified in such review, in addition to exercising any other rights or remedies we or the Vendor may have under any applicable terms or at law.

## **5. Termination of Access and Use to Xvantage.**

If we determine that you may have violated these Xvantage Cloud Terms or any other applicable terms, including that if at any time your fees are more than ninety (90) days in arrears, we, in our sole discretion, may deem that you have abandoned your customers and we reserve the right to terminate your account with cause and assume ownership of your customers directly, without any financial consideration or relief whatsoever to you. Upon termination of Vendor Services for any reason, you will be responsible for all subscription fees for Vendor Services you have ordered until the end of the subscription term(s). Further, you agree that all amounts outstanding from you to us for Vendor Services will accelerate and become immediately due and payable up the effective termination date.

## **6. Data and Privacy.**

You hereby grant us and the applicable Vendors a non-exclusive, non-transferable, royalty-free, worldwide right to use the electronic data specifically pertaining to you, your users and/or customers, including any personal data (as defined by the applicable laws) that is processed using the Vendor Services (collectively, “**Data**”) strictly for the limited purpose of providing the Vendor Services to you, your users and/or customers. If you are a reseller, you agree that you have received proper consent from your customers to provide their information to us, our affiliates and Vendors for use in connection with the Vendor Services or you comply with an alternative legal basis for providing their information to us, our affiliates and Vendors. By using Xvantage, or your or your customer’s use of the Vendor Services, you agree that we may use Data in accordance with our Privacy Statement, available [here](#). For the avoidance of doubt, subject to the applicable data protection laws, you hereby agree that Xvantage may be provided and accessed by us, our affiliates and/or Ingram Micro partners or sub-contractors from any location anywhere in the world (including, without limitation the United States of America) and we may, at any time, change (i) the locations from where Xvantage is provided or accessed and (ii) the affiliates, partners and sub-contractors used to ensure the provision of Xvantage and any associated services.

In such case, you hereby consent to such transfers of and access to the Data and to the use of the Data by us, our affiliates and authorized partners or sub-contractors for the purpose of providing Xvantage. You hereby warrant and represent that you have obtained all necessary permissions and consents required in order to transfer the Data to us in accordance with this section 6, including outside of the European Economic Area. More information can be requested at [privacy@ingrammicro.com](mailto:privacy@ingrammicro.com). Your or your customers’ use of Vendor Services may also be subject to the privacy policies of the respective Vendor.

## **7. Conduct.**

You agree that you are responsible for using (or your customer’s use of) the Vendor Services within the permitted scope and only in accordance with the numbers, types and identifiers of

permitted users, applications, servers, devices, capacity and locations at or through which you or your customers are permitted to use the Vendor Services as set forth in these Xvantage Cloud Terms or the Vendor's terms.

## **8. Support Services.**

We may make support Services available to you for your use of Xvantage or the Vendor Services in our discretion from time to time. If we determine that any support request falls outside the scope of the support Services then available, we may provide custom support services for a fee, or on a per service basis, and we will provide a quote to you before performing the additional support Services. We may require that you pay for the support Services prior to the commencement of any work being performed. You must, within fourteen (14) days of receiving any such support Services, notify us if there are any issues with the Services. We are not responsible for and will not provide assistance with any issues you may raise beyond this time frame. We may request certain information or Data from you and may request that you follow certain processes prior to providing you with support for Xvantage or the Vendor Services and to enable us to provide the Services. If you decline to provide such information or follow such processes, we will not be liable and you will be solely responsible for the backup of any and all information and data that you provide to us and you will be solely responsible for any damage and loss you might suffer including, without limitation, data loss or a privacy breach.

Service level agreements may apply to certain Services. We may change, discontinue or add service level agreements from time to time, at our discretion.

## **9. Warranty.**

You represent and warrant that you are: (i) a party doing business; (ii) located in a jurisdiction; and (iii) engaged in activities, such that we are not required to obtain any export license, permit or other approval under applicable laws and regulations including but not limited to export control and/or sanctions regulations of any jurisdiction the laws of which may be implicated by these Xvantage Cloud Terms. Furthermore, you acknowledge and agree that we have the authority to monitor such status on a regular basis and, if we determined that at any point in time you are in violation of any of these representations and warranties, we are entitled to immediately suspend or terminate any and all Services and Vendor Services to you (and any accounts you have with us) without prior written notice, and you will forfeit any remaining balance on your account.