

Reseller Flow Down Terms - Apple Distribution Partner Initiative (“DPI”)

These Reseller DPI flow down terms (“**DPI Reseller Terms**”) outline the terms governing Your selection and participation to Apple’s Distribution Partner Initiative (“**Initiative**”). The DPI Reseller Terms are in addition to and subject to Ingram’s terms and conditions of sale or any other special resale agreement executed between You and Ingram for the purchase of Apple authorized products covered by this Initiative (“**Authorized Products**”), as well as any other Ingram’s or Apple’s terms and policies that are incorporated by reference in these DPI Reseller Terms, (together referred as “**Agreement**”). For the sake of clarity, You must have an active Agreement in place and must accept these DPI Reseller Terms in order to participate in the Initiative. For the avoidance of doubt, in no way do the parties intend that the Initiative shall constitute a partnership between the parties or constitute any party the agent of the other.

The Initiative is aimed to accelerate Apple product and solution sales to the Small Medium Business Market through resellers nominated in accordance with objective qualitative and quantitative Initiative Selection Criteria relevant to the Initiative goals. Ingram will make Apple Initiative Benefits available to all resellers who comply with the Initiative Selection Criteria. For avoidance of doubt, each reseller will have equal opportunity to participate in the Initiative if the objective Initiative Selection Criteria are fulfilled by such reseller.

1. Definitions

“**You**” means the entity signing/accepting these DPI Reseller Terms in the role of Initiative Participant. For avoidance of doubt, if You receive Apple Initiative Benefits, You accept that these DPI Reseller Terms apply to You.

“**Ingram**” means the Ingram entity selling Authorized Products and providing Initiative Benefits on a pass-through basis to You.

“**Apple**” is the Apple entity providing the Initiative Benefit to You via Ingram.

“**Initiative Participants**” means resellers targeting Small Medium Business Market, who are selected based on Initiative Selection Criteria to participate in the Initiative, subject to their compliance with these DPI Reseller Terms.

“**Initiative Selection Criteria**” means objective qualitative and quantitative criteria relevant to the Initiative goals and applied in non-discriminatory manner to all applicants to the Initiative for the purpose of objective selection of the Initiative Participants.

“**Small Medium Business Market**” means the market of those business customers or business segments with a professional employee base of up to two hundred and fifty (250) employees in the EU and EFTA.

“**Industry-recognized Qualification**” means an award, acknowledgement or accreditation earned from an industry body or third-party technology vendor specializing in the provision of such qualifications.

2. Requirements

2.1 Selection

As part of Initiative registration process, You will be required by Ingram to provide certain information that will enable Ingram to identify You and assess if You fit the Initiative Selection Criteria.

Your application will be objectively assessed by Ingram for compliance with the Initiative Selection Criteria. If You fulfil the Initiative Selection Criteria, You will be admitted to the Initiative as soon as possible under the existing Initiative procedures, but not later than the first business day of the next calendar quarter following the application.

You warrant and represent that all data provided to Ingram for Your assessment is true and accurate. You commit to inform Ingram in writing in case of any subsequent updates that might affect Your compliance with the Initiative Selection Criteria. You acknowledge that Your participation to the Initiative is subject to Your compliance with the Initiative Selection Criteria and You must immediately inform Ingram in case You no longer meet the Initiative Selection Criteria. In case You no longer meet the Initiative Selection Criteria, You might not be allowed to participate in the Initiative.

2.2 Staffing and Training

You will deploy sufficient number of skilled employees to be engaged with the Initiative and to act as DPI key contact for Ingram (“**DPI Staff**”). Ingram may flow down to You any training requirements for the DPI Staff. Following Ingram’s and/or Apple’s training request, You will ensure that the DPI Staff will successfully complete the necessary trainings within the established deadlines. The training curricular may be updated at any time and such updates may be notified to You by publication in the Initiative Portal or by other written communication.

2.3 Initiative Portal

Ingram will publish important information for the Initiative on a webpage dedicated to the Initiative that You can access as Initiative Participant (“Initiative Portal”). You shall enter the Initiative Portal for identification and registration purposes and for making Yourself aware of any DPI information Ingram may publish, as well as of any information regarding DPI activities related to the promotion of Apple products and services available to Initiative Participants. Ingram may use the Initiative Portal to publish notices regarding Your participation in the Initiative and You will be deemed duly notified of the latter as of the day following the publication in the Initiative Portal.

2.4 Services

Ingram may offer You Initiative services relevant to the Small Medium Business market via the Initiative Portal (e.g. training of Authorized Products). You may take advantage of such services subject to Your compliance with these DPI Reseller Terms.

2.5 Marketing Activities

Ingram may support You with marketing assets enabling You to drive demand generation activities in the Small Medium Business Market. You must only use assets approved by Ingram and Apple that are available

on the Initiative Portal or as otherwise communicated by Apple and forwarded to You by Ingram. All content and materials relating to these demand generation activities must be reviewed and approved by Apple in advance, such approval to be explicitly confirmed by Ingram to You.

2.6 **Reporting**

You will comply with Initiative reporting obligations, including, but not limited to those set out in the Agreement or any additional policies and practices related to the resale of Authorized Products or participation to the Initiative made available to You by Ingram.

You will provide Ingram regular written reports in a format and frequency specified by Apple and requested to You in writing by Ingram. You acknowledge and agree that Ingram may share with Apple any data contained in Your reports or any other data that you may provide to Ingram with regards to the Initiative.

2.7 **Initiative Compliance**

You must ensure Your compliance with these DPI Reseller Terms and with the Initiative Selection Criteria including, but not limited to, appointment of DPI Staff, training compliance, marketing activities, Industry-recognized Qualification and reporting requirements, as applicable. You acknowledge and agree that Your compliance with these DPI Reseller Terms and the Initiative Selection Criteria is a strict condition for Your participation in the Initiative and for the transfer of any Initiative Benefits to You.

Ingram receives Initiative Rebates from Apple on the basis of Your compliance with the Initiative. Ingram can only pass on the Initiative Rebates to You based on Your compliance with the Initiative. Therefore, in case of non-compliance You will not be allowed to participate in the Initiative and Initiative Rebates passed through to You in violation of the Initiative can be claimed back by Ingram.

2.8 **Business Activities**

You will communicate and agree with Ingram once per quarter the business activities and sales targets You will implement to accelerate Authorized Product sales to the Small Medium Business Market.

3. **Initiative Benefits**

Subject to Your compliance to these DPI Reseller Terms and the agreed business activities in Section 2.8 above, You may receive benefits on a pass-through basis from Apple via Ingram. You will be eligible to a rebate on sales of Authorized Products ("**Initiative Rebates**") as set out in the respective price list You receive from Ingram.

4. **General Terms**

4.1 You may respond to requests for proposals, bids or other similar procedures or invitations from prospective customers by proposing information technology solution service offerings, but shall make no representations or commitments binding Apple or Ingram in such responses. Any participation by Apple or Ingram to assist You with the submission of such responses beyond the sale of Authorized Products to You shall be provided at respectively Apple's or Ingram's sole discretion.

4.2 You will obtain all rights, releases, permissions and consents, including but not limited to intellectual property rights and data privacy, necessary for You to submit to Ingram or Apple any documentation or other information for the purposes of the Initiative. You shall indemnify Ingram and Apple and/or any other company within the Apple Inc. or Ingram Inc. group of companies against all losses suffered or arising as a result of Your breach of this Section. Such indemnity shall not be limited by the Agreement.

4.3 If Your non-compliance with these DPI Reseller Terms results in any third party claim against Ingram, You shall indemnify and hold Ingram harmless from all and any liabilities, losses, costs and damages arising from Your breach of these DPI Reseller Terms.

4.4 Without prejudice to any other rights and remedies, Ingram may suspend the provision of the Initiative Rebate and/or require the return of all or part of the Initiative Rebate if You fail to comply with any of the terms of this Initiative. You shall pay such invoice(s) in full (without setoff or deduction) by direct debit in the currency invoiced within thirty (30) days of the invoice date.