

Reseller Flow Down Terms - Apple Distribution Partner Program (“DPP”) (excluding Italy, United Kingdom and Slovakia)

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

The Program 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 Program Selection Criteria relevant to the Program goals. Ingram will make Apple Program Benefits available to all resellers who comply with the Program Selection Criteria. For avoidance of doubt, each reseller will have equal opportunity to participate in the Program if the objective Program Selection Criteria are fulfilled by such reseller.

1. Definitions

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

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

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

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

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

Your application will be objectively assessed by Ingram for compliance with the Program Selection Criteria. If You fulfil the Program Selection Criteria, You will be admitted to the Program as soon as possible under the existing Program 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 Program Selection Criteria. You acknowledge that Your participation to the Program is subject to Your compliance with the Program Selection Criteria and You must immediately inform Ingram in case You no longer meet the Program Selection Criteria. In case You no longer meet the Program Selection Criteria, You might not be allowed to participate in the Program.

2.2 Staffing and Training

You will deploy sufficient number of skilled employees to be engaged with the Program and to act as DPP key contact for Ingram (**“DPP Staff”**). Ingram may flow down to You any training requirements for the DPP Staff. Following Ingram’s and/or Apple’s training request, You will ensure that the DPP 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 Program Portal or by other written communication.

2.3 Program Portal

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

2.4 Services

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

2.7 **Program Compliance**

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

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

Subject to Your compliance to these DPP 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 ("**Program 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 Program. 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 DPP 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 DPP Reseller Terms.