CREDIT LIMIT AND USAGE TERMS

This Credit Limit and Usage Terms (**Credit Terms**) is issued by **Ingram Micro (China) Limited and Ingram Micro Asia Marketplace Pte Ltd** (**Ingram Micro**) to the Reseller transacting with Ingram Micro and takes effect on the date notified by Ingram Micro to the Reseller in writing (including by email or by posting at Ingram Micro's website) (the **Effective Date**).

1. DEFINITIONS

1.1 In this Credit Terms:

"Account" means each account, payer account, tenant, subscription, project or billing identifier through which the Cloud Services are provisioned to or for the Reseller or any End User, including any opened after the Effective Date.

"Agreement" means Ingram Micro's Sales Terms and Conditions as agreed by the Reseller, or such other agreement signed between Ingram Micro and the Reseller. Capitalised terms not defined in this Credit Terms have the meaning given in the Agreement.

"Available Credit" means the Credit Limit less the Exposure.

"Charges" means all fees, charges, taxes and other amounts payable for the Cloud Services under the Agreement.

"Cloud Services" means the usage-based cloud services supplied by Ingram Micro to the Reseller, including any consumption, marketplace or AI services billed through an Account.

"Credit Limit" means the credit limit approved by Ingram Micro for the Reseller's purchases of all Products and Services and notified to the Reseller (as stated in the Credit Schedule), as may be updated from time to time.

"Credit Schedule" means the schedule that Ingram Micro issues to the Reseller, which sets out, among other things, the Credit Limit granted to the Reseller, as updated from time to time.

"End User" means any person to whom the Reseller provides, resells or gives access to the Cloud Services.

"Exposure" means at any time, the total of (a) all amounts invoiced by Ingram Micro to the Reseller for any Products and Services and not paid, and (b) all amounts incurred or committed by the Reseller for the Products and Services but not yet invoiced, including Charges for usage incurred on any Account and amounts for any other Products and Services ordered, delivered, or committed, by the Reseller, as determined under clause 3.4.

"Insolvency Event" means in relation to the Reseller, that it is, or states that it is, unable to pay its debts as they fall due; has a statutory demand or similar demand served on it that is not set aside; enters or proposes any arrangement, moratorium, composition or restructuring with its creditors; has a liquidator, provisional liquidator, judicial manager, administrator, receiver or similar officer appointed over it or any of its assets, or is the subject of a winding-up application or resolution; ceases or threatens to cease business; or suffers any analogous event in any jurisdiction.

"Payment on Account" means a payment made by the Reseller to Ingram Micro under clause 5, in order to reduce the Exposure and to reduce or restore Available Credit and such payment is made (a) before the due date of an invoice that Ingram Micro has issued, or (b) towards amounts that have not yet been invoiced, including usage of the Cloud Services and other Products and Services that the Reseller has incurred, ordered or committed to purchase but that Ingram Micro has not yet invoiced.

"Products and Services" means all products (including goods, hardware, software and licences) and services (including the Cloud Services) that Ingram Micro supplies, or agrees to supply, to the Reseller, whether under the Agreement or otherwise.

"Usage Data" means usage, billing, cost or consumption data for the Cloud Services made available by the Vendor or through the Vendor's tools, portals or reports, including estimated or unbilled data.

"Vendor" means the vendor providing the Products and Services, including the Cloud Services.

"Vendor Incentives" means all rebates, incentives, Migration Acceleration Program (MAP) funding, marketing development funds, credits, discounts and other benefits earned by, payable to, or passed through Ingram Micro for the benefit of the Reseller in connection with the Vendor or any Account.

2. BASIS AND ACCEPTANCE

2.1 This Credit Terms supplements and forms part of the Agreement. The Agreement continues in full force and effect. If there is any conflict between this Credit Terms and the Agreement, this Credit Terms prevails to the extent it relates to credit limits, usage, and Ingram Micro's rights and remedies as it relates thereto.

2.2 The Reseller accepts and is bound by this Credit Terms on the earlier of (a) agreeing to the terms of this Credit Terms by signing or otherwise indicating its acceptance, and (b) the Reseller placing any order for any Products and Services (including the Cloud Services), or (c) the Reseller or any End User using or continuing to use the Products and Services (including the Cloud Services), or (d) accepting any credit from Ingram Micro, on or after the Effective Date.

2.3 If the Reseller does not agree to this Credit Terms, it must stop placing orders and using or consuming the Products and Services (including the Cloud Services), and ensure that its End Users stop using them, and notify Ingram Micro of the same in writing. Even so, Ingram Micro may suspend, restrict or hold delivery of, or access to, the Products and Services (including the Cloud Services) if the Exposure reaches or exceeds the Credit Limit. In that case, the Reseller remains liable for the Charges and all other amounts for Products and Services (including the Cloud Services) ordered, committed, provided, or incurred up to the date it stops using them.

2.4 Ingram Micro may update this Credit Terms (including by email or by posting at Ingram Micro's website) by giving the Reseller reasonable notice. The Reseller is treated as accepting the updated terms in accordance with Clause 2.2 from their stated effective date.

2.5 The Reseller must make any payment needed to bring the Exposure within the Credit Limit on nor before the Effective Date. If it does not, Ingram Micro may suspend, restrict or hold the Products and Services (including the Cloud Services) under clause 4.2.

3. CREDIT LIMIT AND EXPOSURE

3.1 Ingram Micro extends credit to the Reseller up to the Credit Limit only. The Credit Limit applies to all Products and Services, including the Cloud Services, and covers both invoiced amounts that are unpaid, Products and Services that you have ordered or purchased but not yet invoiced, and amounts used, committed or incurred but not yet invoiced (including usage of the Cloud Services). The Credit Limit will be stipulated in the Credit Schedule, which Ingram Micro may update from time to time. The Credit Limit applies across all of the Reseller's Accounts and all other Products and Services. Ingram Micro is not obliged to supply or deliver any Products and Services, or to allow usage of any Cloud Services, that would cause the Exposure to exceed the Credit Limit.

3.2 Ingram Micro may require the Reseller to pay in advance, or to provide a deposit, bank guarantee, corporate guarantee or other security acceptable to Ingram Micro, before supplying or delivering any Products and Services or allowing usage of any Cloud Services, or as a condition of any Credit Limit.

3.3 Ingram Micro may change the Credit Limit at any time, and will notify the Reseller in writing.

3.4 Ingram Micro may determine the Exposure from the Usage Data and its own records available to it at the relevant time. Ingram Micro's determination is conclusive for the purposes of clauses 4 and 5, in the absence of manifest error. Any difference between the Exposure as determined and the amounts as finally invoiced will be reflected in the next invoice and does not invalidate any action taken by Ingram Micro under this Credit Terms. The Reseller acknowledges that Usage Data may be delayed, incomplete or estimated, and that Ingram Micro does not control its timing or accuracy.

4. USAGE MONITORING, SUSPENSION AND TERMINATION

4.1 **Reseller to monitor usage.** The Reseller is solely responsible for tracking (a) the usage and Charges on each Account (including through the Vendor's tools, portals and reports), and (b) its orders, deliveries, usage, commitments and amounts owing for all other Products and Services it purchases, and for managing its Exposure so that it does not reach the Credit Limit. The Reseller must, on its own

initiative and without any notice or request from Ingram Micro, make Payments on Account or pay invoiced amounts early as needed to prevent the Exposure from reaching or exceeding the Credit Limit.

Ingram Micro may, but has no obligation to, monitor usage or Exposure, or to notify or alert the Reseller of the level of usage or Exposure at any time. Any notice or information that Ingram Micro chooses to provide is a courtesy only, does not create any obligation or waive any right of Ingram Micro under this Credit Terms. The Reseller's own monitoring does not affect Ingram Micro's determination of the Exposure under clause 3.4.

4.2 **Suspension.** Ingram Micro may, without liability, suspend, restrict, withhold or delay all or part of the Products and Services (including the Cloud Services on any or all Accounts), including by declining or holding any order, shipment or delivery, or request the Vendor to do so, if:

(a) the Exposure reaches or exceeds the Credit Limit, or Ingram Micro reasonably expects that it will do so;

(b) any amount owed by the Reseller to Ingram Micro is overdue;

(c) Ingram Micro reasonably suspects unauthorised, fraudulent or abnormal usage on, or compromise of any Account;

(d) Ingram Micro reasonably considers that the Reseller or any End User has breached or will breach export control and sanctions laws or the Vendor's terms;

(e) to comply with applicable law; or

(f) the Vendor requires or directs Ingram Micro to do so.

If the Exposure reaches the Credit Limit with any one Ingram Micro entity, this will trigger a suspension of the Products and Services and a hold on deliveries across all Ingram Micro entities, not only the entity whose Credit Limit has been reached.

4.3 **Notice.** Ingram Micro may suspend, restrict or hold without prior notice if any circumstance in clause 4.2 occurs, although it may (but is not obliged to) give the Reseller prior notice in writing. Ingram Micro will notify the Reseller promptly after a suspension, restriction or hold, but any failure or delay in giving notice does not affect its validity or any right of Ingram Micro.

4.4 **Continuing liability.** Suspension, restriction or hold does not release the Reseller from any obligation to pay Charges or any other amount incurred or committed by Reseller or owed to Ingram Micro for any Products and Services. The Reseller remains liable for all Charges, and all other fees and payments arising from the Products and Services (including the Cloud Services),, that were incurred before, or that accrue or fall due during, a suspension, restriction or hold. This includes Charges that continue to accrue (such as storage or reserved capacity), amounts for Products and Services (including the Cloud Services) ordered, delivered, provided or committed to be supplied before the suspension, restriction or hold took effect, and all amounts the Reseller has committed to pay (including under any committed purchase, subscription, minimum term, committed spend or other commitment), whether or not invoiced and whether they fall due before, during or after the suspension, restriction or hold. No such amount is reduced, refunded or credited because of the suspension, restriction or hold.

4.5 **End Users.** The Reseller acknowledges that suspension, restriction or hold may affect the services, deliveries and data of its End Users, and is solely responsible for informing its End Users, for backing up data and for any consequences of suspension, restriction or hold for its End Users. Ingram Micro's liability to the Reseller or any End User for any such consequences, or for any loss or damage arising from a suspension, restriction or hold, is excluded or limited as set out in clause 10.

4.6 **Termination.** To the extent permitted by law, Ingram Micro may, at its discretion, terminate the supply of the Cloud Services or any other Products and Services or its Agreement with the Reseller, in whole or in part (including by cancelling any unfulfilled order) without liability to the Reseller or its End User, by written notice to the Reseller, and may request the Vendor to close any Account, if: (a) any suspension, restriction or hold under Clause 4.2 has been ongoing for more than 30 days and the ground for suspension has not been remedied; (b) the Reseller commits a material breach of this Credit Terms and, if the breach can be remedied, does not remedy it within 30 days after written notice; (c) an Insolvency Event occurs; or (d) the Vendor requires or directs Ingram Micro to do so. Termination does not affect the Reseller's liability for (i) Charges and all other amounts incurred or due for the Products

and Services (including the Cloud Services) up to termination, (ii) any other amount that the Reseller has committed to pay (including under any committed purchases, subscription, minimum term or other commitment), or (iii) any Charges or fees that the Vendor continues to bill for the Cloud Services or the other Products and Services, whether or not they fall due after termination, and no such amount is reduced, refunded or credited because of termination. Ingram Micro is not liable for any deletion of, or loss of access to, data or resources on an Account following termination, and the Reseller is responsible for backing up or migrating its data before termination takes effect.

4.7 **Acceleration on default.** Despite clauses 4 and 6, and to the extent permitted by law, if an Insolvency Event occurs, or if the Reseller fails to pay any amount within 30 days after written notice that it is overdue, or if the supply of any Products and Services (including the Cloud Services) is terminated under clause 4.6, then on written demand all amounts owed, incurred or committed by the Reseller to Ingram Micro, whether or not yet invoiced or yet due and whether for the Cloud Services or for any other Products and Services, shall become immediately due and payable. Amounts not yet invoiced will be determined under clause 3.4, and any difference from the amounts finally invoiced will be adjusted in the next invoice.

4.8 **Data retention and deletion.** The Reseller acknowledges and agrees that if any Account or any of the Cloud Services is suspended, restricted, held or terminated for any reason (including under clause 4.2 or 4.6), the data, content, configurations, backups and other information stored on or processed through the Cloud Services or that Account ("**Data"**) may be deleted, erased or made permanently inaccessible by the Vendor in accordance with the Vendor's data retention policy. The period after which the Vendor deletes the Data ("**Deletion Window"**) differs from Vendor to Vendor and between services, is determined solely by the Vendor, and may be changed by the Vendor. In relation to Data:

(a) **No obligation on Ingram Micro.** Ingram Micro has no obligation and is unable to retain, preserve, back up, restore, recover or provide access to any Data, to ascertain, extend, or request an extension of, any Deletion Window, or to notify the Reseller or any End User of the Deletion Window or that Data is about to be, or has been, deleted. Any information that Ingram Micro chooses to provide about the Vendor's retention practices is a courtesy only, is not a representation, warranty or commitment, and may not be relied on.

(b) **Reseller's responsibility.** The Reseller is solely responsible, and must ensure that each End User is solely responsible, for: (i) maintaining complete, current and independent backups of all Data outside the Cloud Services and the relevant Account; (ii) reviewing and keeping itself informed of the Vendor's data retention policy and the applicable Deletion Window; (iii) preventing any suspension, restriction or hold from occurring, including by managing the Exposure and making Payments on Account or paying invoiced amounts early in accordance with clauses 4.1 and 6.2; and (iv) if a suspension, restriction or hold does occur, promptly remedying the ground for it (including by paying all overdue amounts and making any Payment on Account) so that it does not continue until the Data is deleted.

(c) **Exclusion of liability.** To the maximum extent permitted by law, Ingram Micro is not liable to the Reseller or any End User for any deletion, erasure, corruption, loss of, or loss of access to, any Data, or for any consequence of it, whether it occurs during or after any suspension, restriction, hold or termination, whether it results from the Vendor's application of its retention policy or otherwise, even if the suspension, restriction, hold or termination was initiated, requested or maintained by Ingram Micro in accordance with this Credit Terms, and regardless of the cause of action (including negligence).

(d) **Recovery requests.** If the Reseller asks Ingram Micro to seek recovery or restoration of any Data, Ingram Micro may (but is not obliged to) refer the request to the Vendor. Recovery is subject to the Vendor's agreement and availability, may not be possible, and is not guaranteed. The Reseller must first pay all overdue amounts and bear all fees, costs and expenses of the Vendor and Ingram Micro in connection with the request.

(e) **No effect on payment.** The deletion of any Data does not release the Reseller from any obligation to pay Charges or any other amount, and no such amount is reduced, refunded or credited because of it.

5. PAYMENT ON ACCOUNT AND REINSTATEMENT

5.1 The Reseller may at any time make a Payment on Account to restore Available Credit. Available Credit is restored by the amount received in cleared funds. Ingram Micro may apply any payment received from the Reseller (including a Payment on Account) against any amount owed by the Reseller to Ingram Micro, whether for the Cloud Services or for other Products and Services, in the order Ingram Micro decides, regardless of any allocation or direction by the Reseller.

5.2 Where any Products and Services have been suspended, restricted or held under clause 4.2(a) only, Ingram Micro will lift the suspension, restriction or hold, or request the Vendor to do so, within a reasonable time after receiving a Payment on Account that restores Available Credit to at least **30**% of the Credit Limit, unless another ground in clause 4.2 applies.

5.3 As a condition of lifting any suspension, restriction or hold, Ingram Micro may require security under clause 3.2 and/or may revise the Credit Limit.

5.4 A suspension arising from the Exposure reaching a Credit Limit (including a suspension across all Ingram Micro entities) will be lifted only on the Reseller paying down the Exposure that has reached that Credit Limit, and Ingram Micro will then lift it, or request the Vendor to do so, within a reasonable time. Ingram Micro will not lift the suspension unless, after that payment, the Reseller's Exposure with every Ingram Micro entity and across all of the Reseller's accounts with Ingram Micro is below its Credit Limit, and none remains at its Credit Limit.

6. INVOICING AND PAYMENT FOR THE SERVICES

6.1 Unless otherwise agreed by Ingram Micro, the Cloud Services are typically invoiced monthly in arrears (or at such other intervals as Ingram Micro may determine), less any Payments on Account received. Invoicing and payment terms for the Cloud Services will be as set out in the Credit Schedule, or as Ingram Micro otherwise notifies the Reseller. Invoicing and payment terms for the other Products and Services are as set out in the Agreement or such other documents issued by Ingram Micro from time to time, or as Ingram Micro otherwise notifies the Reseller.

6.2 Ingram Micro is not obliged to allow the Exposure to exceed the Credit Limit and may exercise its right under clause 4.2. If the Reseller wishes to avoid suspension, it is responsible for managing its Exposure, including by making Payments on Account or paying invoiced amounts early, so that the Exposure does not reach or exceed the Credit Limit.

6.3 The Reseller must pay all Charges and all other fees and amounts due to Ingram Micro for the Products and Services (including the Cloud Services) when due, whether or not it has been paid by an End User, and including where it has a dispute with an End User.

7. RESPONSIBILITY FOR USAGE

7.1 The Reseller is responsible for keeping each Account secure, and must not disclose or share any login credentials, passwords, keys, tokens or other access details for any Account with any unauthorised person. The Reseller must ensure that its End Users do the same.

7.2 The Reseller is responsible and liable for all Charges and fees incurred on or through any Account, whether or not the usage was authorised by the Reseller or any End User, including usage arising from: (a) unauthorised access, hacking or compromised credentials, keys or tokens; (b) misconfiguration, or failure to apply or enforce spending, quota or permission controls; (c) acts or omissions of Reseller or End User, or its employee, contractor or other third party; or (d) usage in excess of any forecast, budget or quote.

7.4 The Reseller must notify Ingram Micro and the Vendor in writing within **24 hours** after becoming aware of any actual or suspected unauthorised usage or compromise of an Account, and immediately take all reasonable steps to stop the usage and secure the Account.

7.5 Any assistance, configuration or monitoring provided by Ingram Micro is a courtesy only, and the Reseller remains solely responsible for each Account. Ingram Micro will provide reasonable cooperation in any claim to the Vendor for a credit or waiver relating to unauthorised usage however Ingram Micro does not guarantee the outcome, and the claim does not suspend or reduce the Reseller's obligation to pay. If Ingram Micro receives a credit from the Vendor for Charges or fees the Reseller has paid, Ingram Micro will pass the corresponding amount to the Reseller, less any amounts then owing to Ingram Micro.

9. VENDOR INCENTIVES

9.1 To the extent permitted by the Vendor's programme terms, Ingram Micro may withhold, retain and defer payment of any Vendor Incentives for as long as: (a) any amount owed by the Reseller to Ingram Micro is overdue; (b) the Exposure exceeds the Credit Limit; (c) any claim, dispute or investigation relating to unauthorised usage on any Account is unresolved; or (d) Ingram Micro reasonably considers that the Reseller's financial position, payment record or creditworthiness warrants withholding the Vendor Incentives.

9.2 Ingram Micro may set off any Vendor Incentives against any amount due and payable by the Reseller to Ingram Micro. Ingram Micro will release any withheld Vendor Incentives not so applied within thirty (30) days after the circumstances in clause 9.1 cease, and Ingram Micro may release all or any part of them earlier at its discretion. Withheld Vendor Incentives do not bear interest and are not held on trust for the Reseller.

10. END USERS AND LIABILITY

10.1 The Reseller is solely responsible to its End Users, and nothing in this Credit Terms creates any contractual relationship between Ingram Micro and any End User.

10.2 The Reseller must indemnify Ingram Micro against all losses, liabilities, costs (including reasonable legal costs), fines and claims arising from (a) any claim by an End User or third party relating to any suspension, restriction or hold under this Credit Terms, (b) any usage on an Account, or (c) any breach of this Credit Terms.

10.3 Ingram Micro is not liable to the Reseller or any End User for any loss, damage or cost arising from any action taken, or not taken, by Ingram Micro in accordance with this Credit Terms, including: (a) any suspension, restriction, hold, delay, interruption or termination of any Products and Services (including the Cloud Services); (b) any change to or non-increase of the Credit Limit; (c) any failure or delay in monitoring usage or Exposure, in issuing any notice or alert, or in acting when the Credit Limit is reached; or (d) any withholding or set-off of Vendor Incentives.

10.4 To the maximum extent permitted by law, Ingram Micro is not liable for any indirect, special, punitive, exemplary or consequential loss, or for any loss of use, data, business, revenue or profit, arising under or in connection with this Credit Terms. For any other loss, damage or cost that is not excluded by clauses 10.3 and 10.4 (including loss arising from any act or omission of Ingram Micro that is not in accordance with this Credit Terms), Ingram Micro's total aggregate liability is limited to the amounts paid by the Reseller for the affected Products and Services (including the Cloud Services) in the 6 months before the event giving rise to the claim.

10.5 Nothing in this Credit Terms limits or excludes any liability that cannot be limited or excluded by law.

11. SURVIVAL

11.1 Clauses 2.3, 3.4, 4.4, 4.5, 4.6, 4.7, 4.8, 5.1, 6, 7, 9, 10, 11 and 12 survive termination or expiry of this Credit Terms or the Agreement.

12. GENERAL

12.1 **Cumulative rights.** Ingram Micro's rights under this Credit Terms are in addition to, and do not limit, its rights under the Agreement and at law.

12.2 No waiver. No failure or delay by Ingram Micro in exercising any right or remedy under this Credit Terms operates as a waiver of it. This includes any failure or delay in giving any notice or alert, or in suspending, restricting, holding or terminating any Products and Services, or taking any other action, when the Exposure reaches or exceeds the Credit Limit or any other ground in clause 4.2 arises. Allowing the Exposure to exceed the Credit Limit on any occasion does not change the Credit Limit, create any course of dealing, oblige Ingram Micro to do so again, or waive any right or remedy Ingram Micro has in that regard. A single or partial exercise of any right does not prevent its further exercise. A waiver is effective only if it is in writing and signed by Ingram Micro.