TD SYNNEX NORTH AMERICA DIGITAL BRIDGE AGREEMENT

YOU ACKNOWLEDGE THAT YOU HAVE READ, UNDERSTAND, AND ACCEPT THE TERMS OF THIS NORTH AMERICA DIGITAL BRIDGE AGREEMENT ("Agreement") AND BY CLICKING ON THE "ACCEPT" BUTTON, YOU OR THE ENTITY OR COMPANY THAT YOU REPRESENT ("Customer") ARE UNCONDITIONALLY CONSENTING TO BE BOUND BY, AND ARE BECOMING A PARTY TO, THIS AGREEMENT.

1. **Purpose.** Through TD SYNNEX's Connector Bridge platform ("**Connector Bridge**"), Customer desires to utilize certain TD SYNNEX Corporation ("**TD SYNNEX**") application programming interfaces and the associated tools and documentation, (collectively, "**API**") to send and receive data from Customer's third-party vendors ("**Vendor**").

2. **API Services.** TD SYNNEX shall provide the following API services as further described below (collectively, "**API Services**"):

    a. <u>TD SYNNEX Pre-Built API Integration</u>:

        i. TD SYNNEX offers the ability to use TD SYNNEX's pre-built bi-directional API integrations for certain Vendors ("**TD SYNNEX API Integration**"). The Vendors available for TD SYNNEX API Integration are labeled "<u>Build By</u>: TD SYNNEX" on Connector Bridge.

        ii. By clicking "Connect" on a TD SYNNEX API Integration Vendor, Customer authorizes TD SYNNEX to synchronize Customer's TD SYNNEX account with Customer's account with the selected Vendor using the TD SYNNEX API Integration.

        iii. Following the TD SYNNEX API Integration connection, Customer acknowledges and agrees that changes made in one account are automatically reflected in the other, and vice versa.

    b. <u>Third-Party API Integration</u>:

        i. TD SYNNEX offers the ability for Customers to build and utilize its own API integrations with certain Vendors using TD SYNNEX APIs or to use Vendor automation platforms (collectively the "**Third-Party API Integration**"). The available Vendors for Third-Party API Integration Vendors are labeled as "<u>Build</u> By: Third-Party" on Connector Bridge.

        ii. By clicking "Get Started" or "Connect TD SYNNEX" on a Third-Party API Integration Vendor, Customer shall be redirected to the applicable Vendor's website to begin the Third-Party API Integration process. TD SYNNEX does not own nor control such Vendor website or the Third-Party API Integration. TD SYNNEX does not endorse or assume any responsibility (including but not limited to technical support) for any such third-party Vendor websites, information <u>(including any overviews or summaries describing the Vendor or Third-Party API Integration included on Connector Bridge)</u>, <u>documentation (including documentation provided on Connector Bridge)</u>, materials, services, products, or Third-Party API Integrations (collectively the "**Third-Party Services**"). Customer shall be responsible for completing its own due diligence on the Third-Party Services. Customer understands that this Agreement does not apply to Customer's use of such Third-Party Services. Any terms for the use of such Third-Party Services are between the Vendor and Customer. ALL CUSTOMER ACCESS OF THIRD-PARTY SERVICES FROM CONNECTOR BRIDGE AND/OR THE USE THE THIRD-PARTY SERVICES IS AT CUSTOMER'S SOLE RISK AND EXPENSE. TD SYNNEX DISCLAIMS, AND CUSTOMER EXPRESSLY RELIEVES TD SYNNEX, FROM ANY AND ALL LIABILITY ARISING FROM CUSTOMER'S USE OF THIRD-PARTY SERVICES.

3. **TD SYNNEX API License.** Customer is hereby granted a non-exclusive, limited, non-transferable, revocable license for use of the TD SYNNEX API and Connector Bridge by Customer and Customer's employees solely as permitted by this Agreement. TD SYNNEX reserves all rights not expressly granted herein in the API, API Integrations, and Connector Bridge. TD SYNNEX may terminate this license at any time, for any reason or no reason. Customer acknowledges and agrees that the APIs and API Integrations are not sold but licensed to Customer for Customer's internal use in the ordinary course of business for Customer's review, selection, order preparation, support, and purchasing of products sold by TD SYNNEX.

4. **Data Access.** Customer provides its express consent and acknowledges that TD SYNNEX Customer account data will be disclosed to the Vendor through the API Integrations as part of the API Services ("**Data**").

5. **Restrictions.** Customer shall not: (a) interfere with, modify, or disable any features or functionality of the API or the API Services, including any mechanisms used to restrict or control such API or API Services, such as anti-circumvention measures; (b) reverse engineer, decompile, disassemble, or derive source code, underlying ideas, algorithms, structure, or organizational form of the APIs or the API Services; (c) circumvent or disable any security or other technological features or measures of the API or API Services, (d) allow any third party to access or use the API or the API Integration, except as otherwise provided in this Agreement; (e) sublicense, lease, rent, assign, distribute, resell, or otherwise transfer or disclose the API, or API Solutions to any third party, except as otherwise allowed under this Agreement; (f) violate any API or service limitation (such as using non-API calls), even if workarounds are possible, including limitations on the frequency of access and types of calls; (g) use the API, API Services, or Data for any benchmarking activity or in connection with the development of any competitive product or service, or (h) use the API in a manner that exceeds usage guidelines call volume limits, or otherwise constitutes excessive or abusive usage, as determined solely by TD SYNNEX. Customer shall notify TD SYNNEX if there are documented API usage limits or rate cards.

6. **Protection Against Unauthorized Use.** Customer will use reasonable efforts to prevent any unauthorized use of the API Services and immediately notify TD SYNNEX in writing of any unauthorized use that comes to Customer's attention. If there is unauthorized use by anyone who obtained access to the API Services or Data directly or indirectly through Customer, Customer will take reasonable steps to terminate the unauthorized use. Customer will cooperate and assist with any actions taken by TD SYNNEX to prevent or terminate unauthorized use of the API Services or Data.

7. **Suspension and Termination.** Customer may terminate this Agreement at any time by ceasing to use and removing the API and API Services from its applications and sending confirmatory notice to TD SYNNEX. TD SYNNEX may, without prior notice, (a) change the API or the API Services; (ii) stop providing the API and the API Services or features of the API and the API Services; (iii) create usage limits for the API and the API Services or (iv) terminate this Agreement. TD SYNNEX may permanently or temporarily terminate, suspend, or disable Customer's access to the API or the API Services or terminate this Agreement without notice for any reason, including but not limited to Customer's violation of any provision of this Agreement, or for no reason. TD SYNNEX SHALL HAVE NO LIABILITY TO CUSTOMER OR ANY THIRD PARTY BECAUSE OF SUCH TERMINATION, SUSPENSION OR OTHER ACTION. Upon expiration or termination of this Agreement for any reason all licenses and rights granted to Customer under this Agreement will also terminate and Customer must cease using, destroy, and permanently erase all copies of the API and the API Integrations from all devices and systems that Customer directly or indirectly controls.

8. **Support.** This Agreement, including access or license to the API, does not entitle Customer to any support, upgrades or modifications (collectively, "**Support**") for the API, the API Services, TD SYNNEX API Integration, or Connector Bridge. TD SYNNEX may elect to provide Customer with Support for the API, the API Services, TD SYNNEX API Integration, or Connector Bridge, in its sole discretion, and may terminate such Support at any time without notice to Customer. Any Support provided by TD SYNNEX shall be subject to the terms of this Agreement. TD SYNNEX DOES NOT PROVIDE SUPPORT FOR THIRD-PARTY SERVICES.

9. **TD SYNNEX Privacy and Information Security.** TD SYNNEX shall abide by its Privacy and Information Security Policy https://www.tdsynnex.com/us/en/privacy.html while providing the API Services. If Customer provides any personal data to TD SYNNEX, then Customer warrants that it has obtained or shall obtain all necessary consents and approvals for TD SYNNEX to process personal data by virtue of the applicable law. In addition, Customer warrants that the use and processing of the personal data by TD SYNNEX is not illegal and does not infringe any rights of third parties or any statutory or regulatory provisions.

10. **Intellectual Property.** For the purposes of this Agreement, "**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. The API, Connector Bridge, Data, TD SYNNEX API Integrations, the API Services, Support, and all materials therein or transferred thereby, including, without limitation, software, images, text, graphics, illustrations, logos, patents, trademarks, service marks, copyrights, photographs, audio, videos, music (collectively, "**TD SYNNEX Content**"), and all Intellectual Property Rights related thereto, are the exclusive property of TD SYNNEX and its licensors. Except as explicitly provided herein, nothing in this Agreement shall be deemed to create a license in or under any such Intellectual Property Rights, and you agree not to sell, license, rent, modify, distribute, copy, reproduce, transmit, publicly display, publicly perform, publish, adapt, edit or create derivative works from any TD SYNNEX Content. Use of the TD SYNNEX Content for any purpose not expressly permitted by this Agreement is strictly prohibited. For the avoidance of doubt, all data and other information available on Connector Bridge or processed through the API or API Integrations is proprietary and confidential to, and the sole property of, TD SYNNEX (or third parties licensing such information to TD SYNNEX, as applicable), and contains copyrighted information.

11. **Confidentiality.** Customer acknowledges that in the course of performance of its obligations pursuant to this Agreement, it may obtain certain data and information that TD SYNNEX or its representatives designates as confidential, internal and/or proprietary at the time of disclosure or should reasonably be understood to be confidential at the time of disclosure given the nature of the information and the circumstances surrounding its disclosure. Customer hereby agrees that all such information communicated to it whether before or after the Effective Date, shall be and was received in strict confidence, shall be used only for purposes of this Agreement, and shall not be disclosed without the prior written consent of TD SYNNEX. The provisions of this Section shall survive the termination or expiration of this Agreement for any reason for a period of 5 years after said termination or expiration. Customer should not provide to TD SYNNEX any information that Customer considers confidential and Customer agrees that TD SYNNEX is not subject to any confidentiality obligations or use restrictions related to information that you may provide to TD SYNNEX in relation to this Agreement.

12. **Compliance with Laws.** Customer will use the TD SYNNEX Content in compliance with all applicable laws and regulations, including but not limited to any applicable (a) data privacy laws and regulations, (b) export laws and regulations, and (c) anti-bribery and anti-corruption laws and regulations. Customer agrees not to export the API Services or any component thereof without first obtaining all required authorizations or licenses. TD SYNNEX will perform this Agreement in compliance with all laws and regulations applicable to TD SYNNEX and its provision of the API, API Services, and Support.

13. **Disclaimer of Warranty.** Customer acknowledges that the TD SYNNEX Content is provided "AS IS". TD SYNNEX MAKES NO WARRANTIES OR REPRESENTATIONS AS TO THE TD SYNNEX CONTENT OR THE ACCURACY OF ITS DATA. ALL IMPLIED WARRANTIES, INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF NON-INFRINGEMENT, MERCHANTABILITY, AND FITNESS FOR A PARTICULAR PURPOSE ARE DISCLAIMED. TD SYNNEX DISCLAIMS ANY WARRANTY THAT THE TD SYNNEX CONTENT WILL BE ERROR-FREE OR OPERATE WITHOUT TEMPORARY INTERRUPTION.

14. **Limitation of Liability.** TO THE EXTENT PERMITTED BY LAW, NEITHER TD SYNNEX NOR ANY OF TD SYNNEX'S SUCCESSORS OR ASSIGNS SHALL BE LIABLE FOR, AND CUSTOMER IS NOT ENTITLED TO, ANY INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL, PUNITIVE OR EXEMPLARY DAMAGES OF ANY NATURE EVEN IF TD SYNNEX HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. TO THE EXTENT PERMITTED BY APPLICABLE LAW, CUSTOMER'S TOTAL RECOVERY FROM TD SYNNEX FOR ANY DIRECT DAMAGES WILL NOT EXCEED FIVE HUNDRED DOLLARS ($500.00).

15. **Governing Law; Jurisdiction.**

    a. <u>United States Customers</u>: If Customer is located in the United States, this Agreement shall be governed by 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. THIS AGREEMENT EXCLUDES THE APPLICATION OF THE 1980 UNITED NATIONS CONVENTION ON CONTRACTS FOR THE INTERNATIONAL SALE OF GOODS (CISG).

    b. <u>Canadian Customers</u>: If Customer is located in Canada, this Agreement shall be governed by the laws of the Province of Ontario, without reference to choice of laws. The parties agree to venue in the applicable federal and provincial courts for Toronto, Ontario. THIS AGREEMENT EXCLUDES THE APPLICATION OF THE 1980 UNITED NATIONS CONVENTION ON CONTRACTS FOR THE INTERNATIONAL SALE OF GOODS (CISG).

16. **Assignment.** Customer may not assign this Agreement without the prior written consent of TD SYNNEX. Notwithstanding the foregoing, TD SYNNEX may assign this Agreement, without your consent, to any of TD SYNNEX's direct or indirect parent, subsidiary, or other affiliated entities, or in the event of a merger, acquisition, or sale of all or substantially all of its assets or equity.

17. **Entire Agreement; Waiver; Severability.** This Agreement constitutes the entire agreement between the parties with respect to its subject matter and supersedes all prior oral or written agreements between the parties with respect to its subject matter. Unless otherwise agreed to in writing by the parties, the terms and conditions of this Agreement shall prevail over any contrary terms in any other document issued by either party affecting the subject matter hereof. All remedies herein shall be cumulative and in addition to any other remedies available to either party at law, in equity or otherwise, and may be enforced concurrently or from time to time. A waiver by either party shall not be construed to be a waiver of any succeeding breach of the other party or of any other covenant, condition or agreement herein contained.

18. **Survival of Terms.** All obligations under this Agreement that by their nature extend beyond termination will survive termination and remain in effect, including without limitation all monetary obligations of either party to the other under this Agreement.

19. **Choice of Language.** The parties acknowledge and confirm that they have requested that this Agreement, as well as all notices and other documents related to this Agreement, be drawn up in the English language. *Les parties aux presents reconnaissent et confirment qu'elles ont convenu que la presents convention ainsi que tous les avis et documents qui s'y rattachent soient rediges dans la langue anglaise.*