

## PARTNER API SERVICE SPECIFICATION ADDENDUM TO ION PLATFORM AGREEMENT

### Preamble

Partner API service shall be performed on the basis of this service specification. TD SYNEX reserves the right to deliver the Partner APIs using the pool of resources within TD SYNEX group or to engage a third-party service provider. If TD SYNEX engages a third-party to provide these services in full or part thereof, project coordination and delivery overview will remain TD SYNEX's responsibility.

### Service Description

Partner APIs offer across multiple vendors the following features exclusively related to:

- Order Management (procurement, lifecycle management)
- Product Catalogue Management
- End User Management
- Reseller Profile Management
- Billing & Usage information
- Dashboard & Analytics

### Support

TD SYNEX will support You into fully deploying and maintaining the Partner APIs by providing relevant Tech Support without charge.

#### **BASIC: Tech Support Upon Demand**

You will self-serve from online documentation for a solo go live. It includes minimum support intervention. The engagement of Technical Support Team will be upon demand. It includes:

- Onboarding guidance
- User Acceptance Support
- Reseller Integration Follow up
- After-Sales Support
- Continuously updated API documentation site

#### **ADVANCE: Tech Support Engaged**

You will self-serve from online documentation for a solo go live. It includes periodic support catchup meetings for an on-site support, fast deployment and real-time problem solving. Engagement from Technical Support Team will be scheduled for a continuous teamwork activity. It includes:

- Onboarding guidance
- User Acceptance Support
- Periodic Catch ups
- Reseller Integration Follow up
- After-Sales Support

#### **PREMIUM: Tech Support. Integration Services**

You will self-serve from online documentation for a guided go live. It includes a series optional services aimed to guarantee a successful API onboarding. These services are limited to Tech Support Team bandwidth and availability. It includes:

- Onboarding guidance
- Project management and orchestration
- User Acceptance Hands On
- User Acceptance Support
- Daily Catch ups
- Sanity Checks
- Hypercare Process Definition
- Hypercare Support
- After-Sales Support
- Success Case or Public Article
- Continuous integration and Continuous deployment Support

Observation: Support is offered and available in all plans through:

- Freshdesk Ticketing system
- E-mail [EU.API.Support@tdsynnex.com](mailto:EU.API.Support@tdsynnex.com)
- First response SLA: Mon-Fri 9 to 18:00 CET

#### **Exclusions / Out of Scope**

Any of the TD SYNEX Partner API services, which are not either included in this document or explicitly included in written communication with TD SYNEX will be deemed out-of-scope. Please note that the list of services may be subject to updates from time to time.

#### **Customer Responsibilities and Assumptions**

1. In order for TD SYNEX to provide the Partner API services, it is Your responsibility as Reseller to ensure TD SYNEX has access to the following data, including but not limited to:
  - Reseller ID
  - Reseller E-mail Contact Reseller Integration Hard Go Live Date
  - Security Specifications (End Points opened/closed)
  - To know if the integration is in a Reseller proprietary system (If not identified which)
  - To know if the Reseller has its own technical team (If not identified which)
  - Any additional information required by TD SYNEX upon request
2. You acknowledge and agree that TD SYNEX may subcontract all or part of the services provided under this Addendum and this Agreement to one or more of its subsidiaries, or to one or more of its subcontractors or suppliers.
3. TD SYNEX uses commercially reasonable effort for the provision of services described in this addendum. TD SYNEX cannot be held liable for any malfunction of any third-party product, or any persistence of a malfunction if it cannot be adequately resolved, or for any damages suffered

by You and the End User resulting from these (partial or total) malfunctions.

4. You acknowledge and agree that TD SYNEX has the right to change the scope of the Partner API services anytime.
5. You ensure that the End User is informed of its rights and obligations with regard to Partner API services and You agree to be liable towards TD SYNEX for the compliance or non-compliance by the End User with its obligations.
6. You agree that TD SYNEX, Cloud Providers and their affiliated companies shall store, process and use the information obtained under this addendum in all countries in which TD SYNEX, Cloud Providers and their respective affiliated companies operate. You understand and agree that TD SYNEX may use information on the End User's network or environment for generating reports and for any other commercial or business purposes. You shall ensure that data content, use and processing are not illegal, nor do they breach third-party rights or legal or regulatory provisions.
7. You shall communicate when an integration project is live, how You use the Partner APIs and if in use in a single or different integration platforms. Also phases and plans of integration must be shared with TD SYNEX to guarantee the optimum after-sales support.
8. You shall duly communicate to and obtain approval from TD SYNEX (1) if You are using a third-party service provider to deploy or manage the Partner APIs, (2) regarding any usage of data that is performed by the third-party service provider.
9. Upon written request of TD SYNEX, You shall suspend the use of third-party service providers or processes if, at TD SYNEX's discretion, the data use performed by the third-party service provider is contrary to TD SYNEX's commercial interest. Should Partner fail to interrupt the process or the relation with the third-party service provider, TD SYNEX reserves the right to suspend Partner API connection.
10. Any items not explicitly covered within this document are considered out of scope.

## General

You agree that the Partner APIs may not always perform as specified, and You is responsible for protecting Yourself, Your property and data, and other from any risk caused by the Partner APIs. You acknowledge and agree that TD SYNEX will not provide service credits relating to Partner APIs in the event of any downtime. You acknowledge and agree that TD SYNEX may make changes to the Partner APIs at any time, which may include adding, updating, suspending or discontinuing any Partner APIs or portion of the Partner APIs.

## General Disclaimer.

TD SYNEX PROVIDES PARTNER APIS AND OTHER ITEMS AND INFORMATION RELATING TO THE PARTNER API "AS IS" AND WITHOUT WARRANTY OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NONINFRINGEMENT, OR THOSE ARISING FROM CUSTOM OR TRADE.

TD SYNEX shall not be liable where:

- Malfunctions result from non-compliance by the End User with the provisions of this Addendum;
- Services have been performed by a person or entity other than TD SYNEX or its subcontractor in relation to the Products, in the absence of a prior written agreement with TD SYNEX;
- End User has failed to provide a suitable environment for the Products within the range of tolerances agreed by TD SYNEX;
- Problems result from a power surge or failure, air conditioning malfunction, from third-party involvement, or any causes other than those that could arise from normal use;
- Malfunctions are caused by defects in communication lines, or connections with, if applicable, use of third-party hardware or software;
- Malfunctions result from connection of the Products to new hardware, software and/or programs without previously notifying TD SYNEX thereof; and
- Malfunctions result from an improper software installation or Product configuration, or are caused by viruses, worms or computer hackers.