

Authorization and Confidentiality Agreement

AGREEMENT dated _____, 2022, by and between Ingram Micro Inc., a Delaware corporation,
and _____, a

WHEREAS, the parties to this Agreement wish to exchange information relating solely to the following project: Transition from Legacy CSP to Microsoft's New Commerce Experience ("Purpose"), during which one party hereto ("Owner") may disclose to the other party ("Recipient") certain information that Owner deems confidential and proprietary;

NOW, THEREFORE, in consideration of the mutual covenants contained herein, the parties agree as follows:

1. The parties agree and hereby grant requisite authorizations to engage in the project for the Purpose only i.e. Ingram Micro to facilitate the transition of customer use of Legacy CSP Subscriptions to the New Commerce Experience. Except as otherwise set forth in this Agreement, the parties agree that the terms and conditions of sale related to the services associated with the facilitation from Legacy CSP Subscriptions to the New Commerce Experience shall be as set forth at www.ingrammicro.com. As used herein, "Confidential Information" means all information, regardless of the form in which it is transmitted, relating to past, present or future research, development or business plans, financial information, customer or supplier information, intellectual property, operations or systems (including, without limitation, studies or reports, software, memoranda, drafts and other information in either tangible or intangible form) of Owner or a third party whose information is in Owner's possession under an obligation of confidentiality.
2. For a period of two (2) years from the date of this Agreement, Recipient shall not disclose any Confidential Information it receives from Owner or any of Owner's representatives to any person, firm or corporation except: (a) directors, officers and employees of Recipient and its affiliated companies ("Agents") who have a need to know such information and who have been informed of Recipient's obligations hereunder; (b) Recipient's advisors, contractors and consultants ("Advisors") who have a need to know such information to further the discussions which are the subject of this Agreement and who have been informed of Recipient's obligations hereunder; and (c) as provided in paragraph 4 below. Recipient shall not use the Confidential Information it receives from Owner, directly or indirectly, to the competitive disadvantage of Owner and shall be responsible for any violations of this paragraph 2 by itself, its Agents or its Advisors.
3. Information shall not be deemed confidential or proprietary for purposes of this Agreement, and Recipient shall have no obligation with respect to any such information, which: (a) is already known to Recipient at the time of its disclosure; (b) is or becomes publicly known through no wrongful act of Recipient; or (c) is properly received by Recipient from a third party which, to Recipient's knowledge, is not subject to a duty of confidentiality to Owner with respect to such information.
4. Recipient shall notify Owner promptly in the event that it is advised by counsel or otherwise determines that any Confidential Information must be disclosed to a government agency or is otherwise required to be disclosed by law. At Owner's request, Recipient shall cooperate with Owner, at Owner's expense, in seeking a protective order or other reliable assurance that confidential treatment will be accorded to any such Confidential Information disclosed and shall refrain from disclosing any Confidential Information pending final resolution of the request for such order or assurance. Upon final resolution of such request or notice from Owner that it will not seek or is withdrawing any such request, Recipient may disclose only such Confidential Information as its counsel advises is required to satisfy its legal obligations. In doing so, Recipient will comply with the provisions and procedures established in any protective order issued or assurances received with respect to such disclosure.
5. All Confidential Information disclosed by Owner to Recipient pursuant to this Agreement in tangible form (including, without limitation, information incorporated in computer software) shall be and remain the property of Owner. Promptly upon Recipient's receipt of a written request from Owner, all such Confidential Information shall be either returned to Owner or destroyed and, in either such event, all notes, memoranda and analyses which contain Confidential Information prepared by Recipient in connection with the discussions giving rise to this Agreement shall be promptly destroyed, with written confirmation of such destruction provided to Owner.
6. Recipient acknowledges that Owner is neither responsible for the accuracy or completeness of, nor liable for any business decisions made by Recipient in reliance upon, any disclosures between Owner and Recipient except as may be set forth in a separate written agreement between them. It is understood and agreed that each party may proceed independently of the other to develop services or products competitive with those of the other and may associate itself with competitors of the other for purposes substantially similar to those involved in the discussions giving rise to this Agreement; provided, however, that Recipient may not use Owner's Confidential Information to the competitive disadvantage of Owner.
7. This Agreement shall commence on the date of this Agreement and shall expire one year from such date.
8. Neither party hereto nor its Agents or Advisors shall publicize or disclose beyond those persons to whom Confidential Information may be disclosed hereunder the discussions to which this Agreement relates without the prior written consent of the other party unless advised by counsel that such disclosure is required by law. If either party is so advised by counsel, it shall notify the other party promptly and to the extent practicable consider any comments such party may offer regarding the proposed disclosure.

9. Each party acknowledges that money damages would not be a sufficient remedy for any breach of this Agreement by it or its Agents or Advisors and that the other party shall be entitled to seek equitable relief, including but not limited to injunctive relief and specific performance, as a remedy for any such breach. Such remedies shall not be deemed to be the exclusive remedies for a breach by a party or its Agents or Advisors of this Agreement but shall be in addition to all other remedies available at law or equity to the other party. The prevailing party shall be entitled to recover its reasonable legal fees from the other party incurred in an action to enforce the provisions of this Agreement.
10. Neither party shall be liable for any errors or omissions in the Confidential Information or for the use or the results of use of Confidential Information. ALL CONFIDENTIAL INFORMATION DISCLOSED UNDER THIS AGREEMENT IS PROVIDED "AS IS" WITHOUT ANY WARRANTY OF ANY KIND, AND DISCLOSER HEREBY DISCLAIMS ANY IMPLIED WARRANTIES, INCLUDING MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. DISCLOSER SHALL NOT BE LIABLE FOR INCIDENTAL, SPECIAL, CONSEQUENTIAL, OR EXEMPLARY DAMAGES ARISING OUT OF THIS AGREEMENT AND THE CONFIDENTIAL INFORMATION DISCLOSED HEREUNDER, EVEN IF ADVISED OF THEIR POSSIBILITY. None of the Confidential Information which may be disclosed or exchanged by the parties shall constitute any representation, warranty, assurance, guarantee or inducement by either party to the other of any kind, and, in particular, with respect to the non-infringement of trademarks, patents, copyrights, mask protection rights, or other intellectual property rights or other rights of third persons.
11. This Agreement may be executed in any number of counterparts, each of which shall be an original and all of which shall be considered one and the same agreement and shall become a binding agreement when one or more counterparts have been signed by each party and delivered to the other party.
12. This Agreement shall be governed by and construed in accordance with the laws of the State of California without regard to its conflict of laws rules.
13. For new commerce offers, partners can cancel their subscription with a prorated refund within the first 72 hours for any term (proration calculated daily) and on renewal of the subscription. After 72 hours, cancellation is no longer available, and the partner will be billed for the full term, even if the customer stops paying for or using the subscription (applicable to any billing plan). Partner acknowledges they are responsible for providing accurate data to allow Ingram Micro White Glove team to purchase new commerce offerings on their behalf. Furthermore, Ingram Micro White Glove team is not responsible for new commerce offers purchased incorrectly due to inaccurate data and/or changes after the fact provided by the Partner.
14. Partner acknowledges they are responsible for checking completed migrations for accuracy and making any changes prior to the 72-hour cancellation window. Ingram Micro White Glove team is not responsible for making such changes following the requested migrations via the data collected from Partner.



Signature Page to Follow

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first above written.

Company Name:	Ingram Micro Inc.
Address:	3351 Michelson Drive, Suite 100
City, State, Zip:	Irvine, CA. 92612
By:	By:
Printed Name:	Printed Name:
Title:	Title: