

CHANNEL EXCHANGE END USER LICENSE AGREEMENT ("EULA")

This EULA is a legal agreement between intY (as defined below) and the Customer (as defined below) and sets out the terms and conditions upon which the Customer is entitled to access and use Channel Exchange (as defined below). By accessing, using and/or registering online to use Channel Exchange, the Customer accepts this EULA. intY reserves the right to change and/or modify this EULA from time to time and any changes or modifications will be effective from the date that they are made available on Channel Exchange. The Customer should frequently review the EULA as, by continuing to access and/or use Channel Exchange after any changes and/or modifications become effective, the Customer confirms its acceptance of any such changes or modifications.

1. DEFINITIONS AND INTERPRETATION

1.1 In this EULA the following words have the following meanings:

"Business Day"	means any day which is not a Saturday, Sunday or public holiday in the United States;
"Channel Exchange"	means the cloud marketplace known as Channel Exchange and owned by intY, currently located at: https://www.scansource.com/solutions/modern-communications-and-cloud-services/channelexchange , which enables Customers and End Users invited by Trusted Advisors to purchase Services;
"Company"	means a company, or any subsidiary or affiliate of that company;
"Control"	means the beneficial ownership of more than 50% of the issued share capital of a company or the legal power to direct or cause the direction of the general management of the company and controls, controlled and the expression change of control shall be construed accordingly;
"Customer"	means a Reseller, a Trusted Advisor, an Intelisys Partner, or an End User who registers or is registered to use Channel Exchange;
"Customer Data"	means any data that relates to a Customer and is supplied to intY or inputted into Channel Exchange by or on behalf of a Customer;
"Documentation"	means any instructions, manuals and/or other documentation provided by or on behalf of intY to assist use of Channel Exchange;
"End User"	means an end user Customer who purchases Services from a Reseller or intY and excludes a Reseller or Trusted Advisor;
"Intellectual Property Rights"	means any and all intellectual property rights of any kind existing anywhere in the world whether or not registered and all applications, renewals and extensions of the same and whenever arising, registered or applied to be registered including copyright, database rights, design rights, patents, trademarks, service marks, trade names and other rights in

goodwill, the right to sue for passing off, business names and domain names, rights in know-how, trade secrets and other confidential information;

“Intelisys Partner” means any third party sales partner who has entered into a written partner agreement with Intelisys, Inc., and who acts as a referral partner to introduce, market, promote or refer End Users to intY for the purchase of End User licenses available on Channel Exchange.

"intY" means intY USA, Inc., a Florida corporation whose principal place of business is at 6 Logue Court, Greenville, South Carolina 29615;

"Privacy Legislation" means any and all applicable data protection and privacy laws, regulations and/or codes of conduct in any relevant jurisdiction relating to the processing and/or security of personal data and to direct marketing in each case, to the extent in force from time to time and which apply to a party, and as such are updated, amended or replaced from time to time;

"Reseller" means any authorized third party reseller of intY who has entered into a Reseller Agreement with intY and is currently licensed to use Channel Exchange and to provide Services for End Users via Channel Exchange;

“Reseller Agreement” means an agreement between intY and a Reseller for the appointment of the Reseller as a Reseller of intY which incorporates and is subject to intY’s standard Reseller terms and conditions in force from time to time;

“Services” means any Supplier cloud application, product or service available via Channel Exchange, or any other services provided by intY to End Users;

“Trusted Advisor Agreement” means an agreement between intY and a Trusted Advisor for the appointment of the Trusted Advisor as an agent of intY which incorporates and is subject to intY’s standard Trusted Advisor terms and conditions in force from time to time.

- 1.2 A "person" includes a natural person, corporate or unincorporated body (whether or not having separate legal personality).
- 1.3 Clause headings shall not affect the interpretation of this EULA and references to clauses are to the clauses in this EULA.
- 1.4 Any words following the terms **including, include, in particular, for example**, or any similar expression shall be construed as illustrative and shall not limit the sense of the words, description, definition, phrase or term preceding those terms.
- 1.5 Unless the context otherwise requires, words in the singular shall include the plural and in the plural include the singular.
- 1.6 A reference to "writing" or "written" includes email.

2. LICENSE

- 2.1 intY grants the Customer a non-exclusive, non-transferable, revocable license during the term of this EULA to access and use Channel Exchange and the Documentation on the terms and conditions of this EULA.

3. TERM AND TERMINATION

- 3.1 intY may terminate this EULA at any time and for any reason on providing at least 30 days written notice to the Customer.
- 3.2 intY may immediately at any time terminate this EULA by notice in writing to the Customer if the Customer:
- 3.2.1 ceases to be registered to use Channel Exchange;
 - 3.2.2 commits a material breach of any provision of this EULA and, in the case of such a breach which is capable of remedy, fails to remedy such breach within 21 days after receiving notice of the breach from intY;
 - 3.2.3 is unable to pay its debts as they fall due, makes an assignment for the benefit of its creditors, or (being an individual) is the subject of any bankruptcy petition application or order, or the appointment of a receiver, administrator, or liquidator is made by or against the Customer, or the Customer enters into a corporate voluntary arrangement or suspends or ceases to carry on its business, or the Customer suffers or undergoes any procedure analogous to any of the events described in this sub-Clause 3.2.2 in any jurisdiction to which it is subject or any steps are taken in respect of any of these events;
 - 3.2.4 undergoes a change of Control;
 - 3.2.5 challenges or disputes the validity of any of intY's Intellectual Property Rights in Channel Exchange; and/or
 - 3.2.6 does or omits to do anything that has the intention or effect of damaging intY's business or reputation or reducing the value of Channel Exchange.
- 3.3 Upon termination of this EULA, all rights granted to the Customer shall immediately cease and the Customer shall immediately cease to use Channel Exchange and the Documentation for any purpose.
- 3.4 On the termination or expiry of the EULA for any reason the Customer shall, at the request of intY, promptly and at its own expense, return to intY or destroy (at intY's option) all physical copies of the Documentation and shall permanently erase all copies of the Documentation stored on any computer equipment under the Customer's control.
- 3.5 Termination of this EULA shall not affect any rights, remedies, obligations or liabilities of the parties that have accrued up to the date of termination, including the right to claim damages in respect of any breach of the EULA which existed at or before the date of termination.

3.6 Any Clause of this EULA that expressly or by implication is intended to survive termination or expiration of this EULA shall remain in full force and effect.

4. OBLIGATIONS OF CUSTOMER

4.1 In consideration of the grant of the license by intY as set out at Clause 2 above, the Customer agrees that it shall not:

4.1.1 use Channel Exchange or the Documentation other than in the normal course of the Customer's business or in the case of an End User, for the End User's internal purposes;

4.1.2 sell, sub-license, transfer or distribute Channel Exchange and/or the Documentation in whole or in part, or allow Channel Exchange and/or the Documentation to be used by any person who is not an employee of or otherwise engaged by the Customer except that this provision shall not apply to any Reseller who is licensed to use Channel Exchange in accordance with Clause 4.3 below;

4.1.3 decompile, disassemble, reverse engineer, create derivative works based on the whole or any part of Channel Exchange and/or the Documentation or otherwise attempt to discover any source code contained in Channel Exchange except to the extent that such actions cannot be prohibited because they are essential for the purpose of achieving the inter-operability of Channel Exchange with another software program and provided that the information obtained by the Customer during such activities is only used for the purpose of achieving such interoperability, is not disclosed to any third party to whom it is not necessary to disclose or communicate it, is not used to create any software which is substantially similar to Channel Exchange, and is kept secure;

4.1.4 except with intY's prior written consent, amend, develop, translate, merge or modify Channel Exchange and/or the Documentation in any way nor permit Channel Exchange or any part of it to be combined with, or become incorporated in, any other programs, except as necessary to use Channel Exchange on devices as permitted in this EULA;

4.1.5 make any copies of, or disclose the contents of, the Documentation save as reasonably necessary for its lawful use in accordance with the terms of this EULA;

4.1.6 copy Channel Exchange or any part of it except as part of the normal use of Channel Exchange or where it is necessary for the purpose of back-up or operational security;

4.1.7 use Channel Exchange and/or the Documentation in any unlawful manner, for any unlawful purpose, or in any manner inconsistent with this EULA, or act fraudulently or maliciously, for example, by hacking into or inserting malicious code, such as viruses, or harmful data, into Channel Exchange or any operating system;

4.1.8 infringe intY's Intellectual Property Rights or those of any third party in relation to the Customer's use of Channel Exchange and/or the Documentation, including by the

submission of any material (to the extent that such use is not licensed by these terms);

- 4.1.9 transmit any material that is defamatory, offensive or otherwise objectionable in relation to the Customer's use of Channel Exchange;
 - 4.1.10 use Channel Exchange in a way that could damage, disable, overburden, impair or compromise intY's systems or security or interfere with other users; and/or
 - 4.1.11 collect or harvest any information or data from intY's systems or attempt to decipher any transmissions to or from the servers running Channel Exchange.
- 4.2 The Customer acknowledges that it is licensed to use Channel Exchange and the Documentation only in accordance with the express terms of this EULA.
- 4.3 Where the Customer is a Reseller, the Customer shall, when acting in its capacity as a Reseller, be entitled to grant End Users the right to access and/or use Channel Exchange strictly subject to and in accordance with the terms of the Reseller Agreement and subject to the Reseller obtaining each End User's agreement to the terms of this EULA.

5. EXCLUSIONS AND LIMITATIONS OF LIABILITY

- 5.1 intY does not warrant that the Customer's use of Channel Exchange will be uninterrupted or error-free and all warranties, conditions and other terms implied by statute, common law, course of dealing or otherwise are, to the fullest extent permitted by law, excluded from this EULA including the implied conditions, warranties or other terms as to satisfactory quality, fitness for purpose or the use of reasonable skill and care.
- 5.2 The Customer acknowledges that Channel Exchange and the Documentation are provided "as is" and have not been developed to meet the Customer's individual requirements and it is the Customer's responsibility to ensure that Channel Exchange and the Documentation meet its requirements.
- 5.3 Subject to Clause 5.5, intY shall not be liable to the Customer in contract, tort (including for negligence or breach of statutory duty), misrepresentation (whether innocent or negligent), by way of indemnity or otherwise for any special, incidental, consequential, indirect, exemplary and/or punitive damages or liabilities; loss of profit; loss of revenue; loss of use; loss of goodwill; loss of reputation; loss of/or damage to data, costs of recreating lost data; the cost of any substitute equipment, program, or data; in all cases regardless of whether the possibility of such damages or liabilities have been communicated to intY and regardless of whether intY has or gains knowledge of the existence of such damages or liabilities.
- 5.4 Subject to Clause 5.5, the cumulative, aggregate liability of intY (including without limitation costs awarded under this EULA) to the Customer for all claims, liabilities and damages arising out of or in relation to this EULA, whether in contract, tort (including for negligence or breach of statutory duty), misrepresentation (whether innocent or negligent), by way of indemnity, or otherwise, shall not exceed one hundred thousand dollars (USD\$100,000.00).

- 5.5 Nothing in this EULA shall exclude or limit intY's liability for:
- 5.5.1 fraud or fraudulent misrepresentation;
 - 5.5.2 personal injury or death caused by the negligence of its employees in connection with the performance of their duties hereunder; or
 - 5.5.3 any other liability that cannot be excluded by law.

6. CONFIDENTIALITY AND CUSTOMER DATA

- 6.1 Each party agrees that it shall keep confidential and shall not use for its own purposes, nor without the prior written consent of the other disclose to any third party (other than to its employees, officers, representatives or advisers who need to know such information for the purposes of carrying out that party's obligations under this EULA and provided that such persons comply with the terms of this Clause 6), nor use for any purpose other than the implementation of this EULA, any information of a confidential nature (including, without limitation, business affairs, product information, knowhow, designs, trade secrets or software or any other information of commercial value) which may become known to such party from the other party and which relates to the other party, unless such information is public knowledge or already known to such party at the time of disclosure, or subsequently becomes public knowledge other than by breach of this EULA, or subsequently comes lawfully into the possession of such party from a third party.
- 6.2 The obligations of confidentiality shall not apply to information that is required to be disclosed by law provided that (to the extent legally permissible) the receiving party gives the other party as much advance notice of disclosure as reasonably possible and shall take into account the reasonable requests of the other party in relation to the content of such disclosure.
- 6.3 This Clause 6 shall survive termination of this EULA for any reason.
- 6.4 intY shall process Customer Data that is Personal Data (as defined in the Privacy Legislation) in accordance with the terms of its Privacy Policy available at <https://www.scansource.com/en/pages/support/scansource-privacy-policy>, as may be amended from time to time by intY in its sole discretion.
- 6.5 Both parties will comply with all applicable requirements of the Privacy Legislation. This Clause 6.6 is in addition to, and does not relieve, remove or replace, a party's obligations or rights under the Privacy Legislation.

7. INTELLECTUAL PROPERTY

- 7.1 The Customer acknowledges that all Intellectual Property Rights in Channel Exchange and the Documentation is owned by and/or licensed to intY, that rights in Channel Exchange and the Documentation are licensed (not sold) to the Customer, and that the Customer has no rights in, or to, Channel Exchange or the Documentation other than the right to use them in accordance with the terms of this EULA. For the avoidance of doubt, nothing in the EULA shall be deemed to have given the Customer a license or any other right to use any other Intellectual Property Rights of intY or any third party.

- 7.2 The Customer shall not do or authorize any third party to do any act which would or might invalidate or be inconsistent with any Intellectual Property Rights of intY or that of a third party and shall not omit or authorize any third party to omit to do any act which, by its omission, would have that effect or character.
- 7.3 The Customer shall have no rights in respect of any trade names or trademarks used by intY in relation to Channel Exchange and/or the Documentation or their associated goodwill, and the Customer acknowledges that all such rights and goodwill shall inure for the benefit of and are (and shall remain) vested in intY and/or its licensors.
- 7.4 The Customer shall promptly give notice in writing to intY in the event that it becomes aware of:
- 7.4.1 any infringement or suspected infringement of this EULA;
 - 7.4.2 any infringement or suspected infringement of any Intellectual Property Rights in or relating to Channel Exchange and/or the Documentation; and
 - 7.4.3 any claim that Channel Exchange and/or the Documentation infringes the rights of any third party.
- 7.5 In the case of any matter falling within Clause 7.4, the Customer acknowledges and agrees that intY shall in its absolute discretion determine what action to take and shall have sole conduct over any proceedings or action.

8. GENERAL

- 8.1 No failure or delay by a party to exercise any right or remedy provided under this EULA or by law shall constitute a waiver of that or any other right or remedy, nor shall it prevent or restrict the further exercise of that or any other right or remedy. No single or partial exercise of such right or remedy shall prevent or restrict the further exercise of that or any other right or remedy.
- 8.2 If any term of this EULA is found to be illegal, invalid or unenforceable under any applicable law, such term shall, insofar as it is severable from the remaining terms (or capable of modification), be deemed omitted from this EULA (or modified as appropriate) and shall in no way affect the legality, validity or unenforceability of the remaining terms which shall remain in full force and effect.
- 8.3 Each of the parties acknowledges and agrees that in entering into this EULA, and the documents referred to in it, it does not rely on, and shall have no remedy in respect of, any statement, representation, warranty or understanding (whether negligently or innocently made) of any person (whether party to this EULA or not) other than as expressly set out in this EULA. Nothing in this Clause shall, however, operate to limit or exclude any liability for fraud.
- 8.4 This EULA and any document expressly referred to in it sets out the entire agreement and understanding between the Customer and intY in connection with the license of Channel Exchange and the Documentation and shall supersede and replace all previous agreements

and arrangements in relation to the license of Channel Exchange and the Documentation. Nothing in this EULA shall however affect the terms of any other agreement that exists between intY and the Customer.

- 8.5 Except as set out in this EULA, no variation of this EULA including the introduction of any additional terms and conditions, shall be effective unless it is in writing and signed by intY.

The Customer shall not, without the prior written consent of intY, assign, transfer, charge, subcontract or deal in any other manner with all or any of its rights or obligations under this EULA. intY may assign, transfer or subcontract any of its rights and/or obligations to any Company or to any acquirer of all or substantially all of intY's assets or business relating to the subject matter of this EULA.

- 8.6 Nothing in this EULA is intended to, or shall be deemed to, establish any partnership or joint venture between any of the parties, constitute any party the agent of another party, nor authorise any party to make or enter into any commitments for or on behalf of any other party.

- 8.7 Any legal notice given under this EULA shall be in writing and shall be delivered by hand or sent by pre-paid first class mail, or overnight delivery where appropriate providing proof of delivery to the other party at such address as is notified by that party for such purposes from time to time and in the case of notices sent to intY, a copy shall also be provided by email to Intelisys_Legal@ScanSource.com.

- 8.8 A notice delivered by hand will be deemed to have been received when delivered. A correctly addressed notice sent by pre-paid post will be deemed to have been received in the case of pre-paid recorded delivery two Business Days after the date of posting, or in the case of US mail, five Business Days after the date of posting.

9. LAW AND JURISDICTION

- 9.1 This EULA shall be construed and enforced in accordance with the laws of South Carolina without regard to the conflicts of law provisions thereof. All claims, actions, disputes, controversies or suits shall be litigated exclusively in the courts of South Carolina. Each party specifically consents to service of process by and the jurisdiction of and venue in those courts and Customer, if not a resident of the United States, hereby appoints the Secretary of State of South Carolina as its agent for service of process in the United States.

- 9.2 Notwithstanding Clause 9.1, the parties irrevocably agree that intY shall have the right to take, and shall not be prevented from taking proceedings against Customer to settle any dispute or claim arising out of, or in connection with, this EULA, its subject matter or formation (including non-contractual disputes or claims) in any other court of competent jurisdiction and that intY may take such proceedings in any number of jurisdictions, whether concurrently or not, to the extent permitted by law.

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