

Reseller Terms and Conditions for VMWare purchase

The following additional Reseller Terms and Conditions for VMWare purchases ("**Terms**") of Armada Bilgisayar apply to the reseller's ("**You**" or "**Your**") purchase of VMWare 's or its applicable affiliate VMware Products and to the use of such VMware Products by You and Your customers. For the sake of clarity, these Terms are in addition to any terms and conditions that apply to Your purchases or the Ingram Micro website, including the terms of Ingram Micro's General Terms and Conditions of Sale or any specific agreement between You and Ingram Micro, as well as any other Ingram Micro's or VMWare's terms and other policies that are incorporated by reference in these Terms. By using the Ingram Micro website, including ordering or reselling, or providing a purchase order to Ingram Micro for VMware products, or your acceptance of any VMWare Product from Ingram, you acknowledge and agree to these Terms, and you represent that you have the authority to be legally bound by these Terms and to legally bind your company to these Terms. With regard to matters not stipulated in these Terms, the clauses on such matters under Ingram Micro's General Terms and Conditions of Sale or any specific agreement between You and Ingram Micro shall govern the parties. In the event of a conflict between the terms of these Terms and the terms of Ingram Micro's General Terms and Conditions of Sale or any specific agreement between You and Ingram Micro, the terms of these Terms shall control.

1. Definitions:

- a) "**VMWare Products**" means:
 - "**Cloud Services**" are those Services that are identified as Cloud Services (which may include Equipment provided by VMware for use by end user during the term of the Cloud Services offering) at <http://www.vmware.com/download/eula>.
 - "**Equipment**" means hardware products, including components options and spare parts.
 - "**Integrated Software**" means firmware provided for the Equipment.
 - "**Service(s)**" means services made available by VMware including Support Services and Cloud Services.
 - "**Software**" means the Integrated Software and the VMware product(s) made available by VMware.
 - "**Support Services**" means those technical assistance and update services applicable to Software Licenses and Equipment described by VMware's then-current support policies.
 - b) "**Open Source Software**" means software components embedded in the Software and provided under separate license terms that are approved by the Open Source Initiative or similar licenses, which can be found either in the open_source_licenses.txt file (or similar file) provided within the Software or at http://www.vmware.com/download/open_source.html.
 - c) "**Territory**" means the countries as authorized by VMware.
2. You acknowledge and agree that you are purchasing VMWare Products for resale use in the Territory only.
 3. You may not resell VMWare Products for use outside the Territory, either directly or indirectly, without the prior written consent of VMware (as coordinated with VMware and notified to You by Ingram Micro).
 4. You acknowledge and agree to adhere and to cause the End User to adhere to the applicable VMware Products access rights and restrictions set by VMware and VMware guides and policies.
 5. You will assure that resale of VMWare Products is subject to written agreements that include provisions at least as restrictive and protective of VMware and Ingram Micro in all regards as the terms in this Reseller Terms and Conditions for VMWare purchase.
 6. You will ensure that use and resell of the VMWare products shall be:
 - a) subject to the terms provided by VMware; and
 - b) in compliance with these Reseller Terms and Conditions for VMWare purchase and VMware Program policies.
 7. Warranties. You acknowledge and agree that:
 - a) Any warranty for VMware Products will be provided by VMware Inc. or VMware International Limited, as the case may be, to the end user. Such warranty will be as specified in the applicable License Agreement, Service description, terms of service, or a separate agreement.
 - b) You will ensure that: (i) the respective applicable warranty terms are provided to the end user and (ii) you and the end user comply with the warranty claims and product return processes set forth by VMware.
 - c) EXCEPT AS PROVIDED IN THESE THERMS, AND TO THE MAXIMUM EXTENT PERMITTED BY LAW, INGRAM MICRO AND VMWARE HEREBY DISCLAIMS, ON BEHALF OF THEMSELF AND THEIR LICENSORS, ANY WARRANTIES ON THE VMWARE PRODUCTS, EXPRESS, IMPLIED, OR STATUTORY, INCLUDING WITHOUT LIMITATION ANY WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR NON-INFRINGEMENT.
 8. Code of Conduct & Applicable Laws. You shall at all times comply with Ingram Micro Code of Conduct and you shall comply with all laws applicable to any activity contemplated by this Terms, and shall flow through such obligations to all persons, that use the VMware Products.
 9. Export Control. The VMware Products that are of United States origin are provided subject to the U.S. Export Administration Regulations and the regulations of other jurisdictions (e.g., the European Union). Diversion contrary to applicable law is prohibited. Without limiting the foregoing, you agree that (i) you and your end user are not, and are not acting on behalf of, any person who is a citizen, national, or resident of, or who is controlled by the government of

any country to which the United States or other applicable government body has prohibited export transactions (e.g., Iran, North Korea, etc.), (ii) You and your end user are not, and are not acting on behalf of, any person or entity listed on a relevant list of persons to whom export is prohibited (e.g., the U.S. Treasury Department list of Specially Designated Nationals and Blocked Persons, the U.S. Commerce Department Denied Persons List or Entity List, etc.), and (iii) You and your end user will not use any VMware Product for, and will not permit any VMware Product to be used for, any purpose prohibited by applicable law, including, without limitation, for any prohibited development, design, manufacture or production of missiles or nuclear, chemical or biological weapons.

10. Anti-Corruption Regulations. You and your end user shall comply with all applicable laws and regulations that apply from time to time to the promotion and sale of VMware Product, including, but not limited to, the U.S. Foreign Corrupt Practices Act ("FCPA") and all U.S. and international anti-bribery laws. Neither You and your end user nor any of your agents or employees shall offer, pay, promise, or authorize any direct or indirect payments of anything of value for the purpose of obtaining business to any official (including any person holding an executive, legislative, judicial or administrative office, whether elected or appointed, or any official or employee of any public international organization, such as the United Nations or World Bank, or any person acting in any official capacity for or on behalf of such government, public enterprise or state-owned business), any political party or party official, any political candidate or any person or entity whom you know or have reason to believe will give part of the payments to any of the previously mentioned categories of people. Should you have any further questions about the FCPA, you may visit the U.S. Department of Justice's website at <http://www.usdoj.gov/criminal/fraud/fcpa/>.
11. Compliance with Data Privacy Laws. You agree to comply with its respective obligations under any relevant data protection legislation that may apply to the relationship contemplated under these Terms.
12. Records. You shall maintain complete, clear, and accurate records related to VMware Products obtained under these Terms, including, where applicable, records of the number of products and services distributed, used or consumed by you and your end user, by product type, end user name and location, any reports or records submitted to Ingram Micro or to VMware. Not more than once per calendar year, you shall permit Ingram Micro or its designee to audit such records to verify compliance with these Terms. You shall promptly pay to Ingram Micro any underpayments and return unearned rebates revealed by such audit, including interest for late payments calculated from the date that payments should have been made. You shall also promptly reimburse Ingram Micro for the cost of such audit incurred by Ingram Micro if: (a) the audit reveals an underpayment by you of more than five percent (5%) of the amounts payable to Ingram Micro for the period reviewed or (b) the audit reveals that you have materially failed to comply with this section.
13. Title; Deriving Source Code; Additional License Rights. Title to the Software object code and to all Intellectual Property Rights in and to all Software shall remain with VMware, Inc. or VMware International Limited, as the case may be.
14. Except to the extent expressly permitted by applicable law, and to the extent VMware is not permitted by that applicable law to exclude or limit the following rights, You and your end user shall not reverse engineer, de-compile, disassemble, or otherwise derive source code from Software or Services, nor will You and your end user use any mechanical, electronic or other method to trace, decompile, disassemble, or identify the source code of Software or Services or encourage others to do so. Open Source Software components provided with Software will be distributed under the terms of the applicable Open Source Software license agreements or copyright notices accompanying the Software.
15. To the extent permitted by law, You and your end user shall not bring any claim based on VMware Products provided under this Terms more than twelve (12) months after the cause of action accrues.
16. You agree to promptly report any instances of suspected VMware Intellectual Property Right infringement to Ingram Micro and VMware of which you become aware and to give VMWare reasonable assistance in investigating and prosecuting those responsible for the infringing acts.
17. You acknowledge and agree that in no event shall Ingram Micro or VMware and any of their affiliates be liable or bear any related indemnification obligations arising from:
 - a) combination of any VMware Product with any non-VMware data, products, or business processes,
 - b) use by you or your end user for a purpose or in a manner for which the VMware Product was not designed,
 - c) use by you or your end user of any older version of the Indemnified Product when use of a newer VMware revision would have avoided the infringement,
 - d) modification of the VMware Products made without VMware's express written consent,
 - e) open source software or freeware technology or any derivatives or other adaptations thereof that is not embedded by VMware into VMware Product,
 - f) your materials or technology that you instruct VMware to develop in a specific way or to achieve a specific end result, or
 - g) the value of any non-VMware data, product, services or business process.
18. If any term or condition of these Terms is determined to be invalid, illegal or unenforceable, the validity, legality and enforceability of the remainder of the Terms will remain in full force and effect.
19. You agree to defend, indemnify and hold harmless Ingram Micro, VMware, their affiliates, and their respective directors, officers, shareholders, employees, agents, licensors and advisors, from and against any claim, demand, liability, damage, losses, judgments, suit, action, or cause of action, costs and expenses (including, without limitation, reasonable legal fees) arising directly or indirectly out of any breach of these Terms by you, your end user or a third party acting on your behalf.