

Product Schedule: Technology Fund - Terms and Conditions

- Purpose:** Where a Customer has entered into a Product Agreement with Arrow for the provision of Services which grants the Customer a Technology Fund, this Product Schedule shall be deemed to form part of the Product Schedule for the Services and sets out terms and conditions which are specific to the provision of such Technology Fund. To the extent of any conflict or inconsistency between the terms of this Product Schedule and the Arrow standard Terms and Conditions, the terms of this Product Schedule shall take precedence.
- Duration:** The Technology Fund will commence on the date of execution of the Product Agreement and continue for so long as the Services are being supplied under the Product Agreement or until all funds are used in full.
- Technology Fund:** The “Technology Fund” is the amount of credit set out in the relevant Product Agreement. The value of the Customer’s Technology Fund can be used to purchase Equipment or Services offered by Arrow for the duration of the Customer’s contract, subject to availability of such Equipment or Services at the value stated in the Product Agreement or, if not stated in the Product Agreement, at the value stated in Arrow’s standard price lists or service quotation. The Technology Fund cannot be used to purchase Equipment or Services from other providers / suppliers.
- Exclusions:** Arrow reserves the right to exclude Equipment or Services it offers to be redeemed against the Technology Fund.
- Restrictions on use:** The Technology Fund cannot be used to settle any termination or cessation fees at any time. The Technology Fund cannot be converted to a credit note at any point or used to offset any recurring invoices.
- Product Services Technology Fund:** Where a Technology Fund is stated within the Product Services Agreement, this will be subject to the implementation of all services outlined in the relevant Product Agreement. For the avoidance of doubt, the value of the Technology Fund may be reduced on a pro rata basis if the full value of contracted services is not achieved.
- Incremental Services:** Should the volume of eligible services increase from that shown in the relevant Product Agreement no additional Technology Fund value shall be allocated.
- New Equipment:** All Equipment ordered by the Customer will be charged automatically to the Technology Fund Account unless specific instructions to the contrary are received when the order is placed. Should the value of Technology Fund Account reach zero at any time, the Customer must then purchase the Equipment in whole or in part itself where insufficient Technology Fund exists and all subsequent purchases of Equipment will no longer qualify for Technology Fund and will be charged in full.
- Statement of Account:** A statement of account of the Customer’s Technology Fund will be issued monthly detailing all despatched Equipment and completed Services showing a closing balance for the particular period.
- Change of Circumstance:** Should the Customer migrate provision of the Services to another Arrow Infrastructure Provider during the term of the Product Agreement for any reason then the Customer’s rights to any Technology Fund may be forfeited and Arrow reserves the right to invoice the full amount of any Equipment or Service purchased by the Customer on or after the date of the migration to the new Arrow Infrastructure Provider.
- Termination:** On the termination or expiry of the relevant Product Agreement, or if Arrow receives a request for cancellation of 75% or more of the associated service, the Technology Fund will be closed, will no longer be available for use and the Customer shall have no claim in respect of the same. Arrow also reserves the right to invoice the full amount of any Equipment or Service purchased if Arrow terminates

the Product Agreement under Clause 11 of the Standard Terms & Conditions.

12. **Rollover:** If any part of the Technology Fund is not utilised during the initial term of the Product Agreement and a new Product Agreement or renewal of the current Product Agreement is agreed in writing, subject to Arrow's written approval the balance remaining in the Technology Fund may be rolled over into the new Product Agreement or renewal term (as the case may be). During any deemed extension of a Product Agreement under Clause 2.3 of the Arrow standard Terms and Conditions, (i) any part of the Technology Fund not utilised during the initial term of the Product Agreement may not be used by the Customer and (ii) the Customer shall have no claim in respect of the same.