

Vendor Pass-Through Terms Wasabi

Vendor:	Wasabi Technologies LLC (“Wasabi”)
Product(s):	Wasabi’s cloud storage service
Version:	May 16, 2024
Territories:	European Economic Area (EEA), Andorra, Switzerland and United Kingdom

In addition to the **Terms and Conditions** (available at eu.tdsynnex.com/terms-and-conditions) and the **Country Specific Terms** (available at eu.tdsynnex.com/country-specific-terms-of-sale) these terms and conditions (“**Vendor Pass-Through Terms**”) apply to the purchase or licensing, as applicable, of Vendor Products (as set out above) by **Buyer** (also called “**Reseller**” or “**MSP**” as the case may be) from TD SYNEX.

By purchasing or licensing, as applicable, the Vendor Products from TD SYNEX, Buyer agrees to these Vendor Pass-Through Terms, which shall form a part of the Agreement between TD SYNEX and Buyer.

To the extent required under these Vendor Pass-Through Terms, Buyer will flow down such terms to its customer in its agreements with such customer.

Vendor may amend these Vendor Pass-Through Terms from time to time. In such case, TD SYNEX will publish the updated terms on its website at: eu.tdsynnex.com/vendor-pass-through-terms. Buyer agrees to be bound by such updated pass-through terms. It is Buyer’s responsibility to check such link from time to time.

In case of conflicts between these Vendor Pass-Through Terms and these Terms and Conditions or the Country Specific Terms, the Vendor Pass-Through Terms shall prevail.

Unless agreed otherwise in the following for the purposes of these Vendor Pass-Through Terms, capitalized terms shall have the meaning given in the Agreement.

1. Definitions

- 1.1. **Customer** means the End User or the Buyer, as the case may be.
- 1.2. **End User** means any customer of the Buyer which licenses the Service to end user for its internal use.
- 1.3. **Service** means Wasabi’s cloud storage service.

2. Buyer’s additional obligations

- 2.1. Where Buyer acts as a reseller and provides the Service to an End User, Buyer shall ensure that it provides such Service under the term of the Wasabi Customer Agreement. Access to and acceptance of the Wasabi Customer Agreement by and End User is completed through a link to the Wasabi Customer Agreement (found at <https://wasabi.com/legal/customer-agreement>), as well as any other requirements and policies set forth in the Wasabi partner portal (the “**Partner Portal**”) and on <https://wasabi.com/legal/> or made available by Wasabi.
- 2.2. Where Buyer acts as a managed service provider (“**MSP**”), Buyer’s use of the Service for the benefit of its End Users, as the master account holder for the Service, shall be subject to the terms and conditions of the Wasabi Customer Agreement (found at <https://wasabi.com/legal/customer-agreement>), which shall be accepted by such a MSP, as well as any other requirements and policies set forth in the Wasabi partner portal (the “**Partner Portal**”) and on <https://wasabi.com/legal/> or made available by Wasabi.
- 2.3. Buyer may not enter into any agreement with an End User that imposes greater liability on Wasabi, or which grants rights to an End User not otherwise set forth in the Wasabi Customer Agreement, unless specifically agreed to in writing by Wasabi.
- 2.4. Buyer acknowledges and confirms that it has been provided access to the Wasabi Partner Network Program Guide, (the “**Program Guide**”), located at https://cdn.brandfolder.io/BFD8NBO5/at/pzrbkqm8bspmm4hn274pfk/Partner_Network_Resale_Guide-4-6-21.pdf, as well as the Wasabi’s service level agreement, the Wasabi Customer Agreement, the Wasabi Storage Platform Terms of Use, available on <https://wasabi.com/legal/>.

- 2.5. Buyer acknowledges that title to and ownership of and all proprietary rights in or related to the Service (and all corrections, enhancements, updates, modifications, and any other derivatives works) shall at all times remain with Wasabi or its licensor(s)/supplier(s), subject only to the rights expressly granted to Buyer. Nothing herein shall be construed as a sale of any rights in the Service or any part thereof. Buyer shall not remove, or attempt to remove, any product identification, proprietary, copyright or other notices contained in the Service. Buyer shall not lease or (except to the extent that the following restriction is expressly prohibited by applicable laws) decompile, disassemble, or reverse engineer any portion of the Service or otherwise attempt to determine source code or protocols from, or create derivative works or copies of, the Service. Further, Buyer shall not publicly disseminate performance information or analysis (including, without limitation, benchmarks) from any source relating to the Service.
- 2.6. Buyer shall not engage in any deceptive, misleading, illegal or unethical practices that may be detrimental to Wasabi or the Service. Buyer shall not make any representations or warranties (whether written or oral) regarding the Service which are inconsistent with the information included in any materials, documentation, marketing or otherwise, which are provided by Wasabi. In addition, Buyer shall not rename or rebrand the Service, without Wasabi's written approval. Buyer can find the appropriate Wasabi documentation on the Partner Portal (<http://wasabi.com/partner-resale-guide>) and the legal resource site (www.wasabi.com/legal).

3. Additional terms

- 3.1. In addition to the terms that may be set forth on TD SYNEX's website, in materials, quotes or otherwise, unless the Customer has entered into a separately executed agreement with Wasabi Technologies, the terms and conditions found at <https://wasabi.com/legal> govern the Customer's use, and Wasabi's provision, of the applicable products and services provided by Wasabi. Customer's use of the Wasabi products and services represents Customer's acknowledgment of, and agreement to, the terms and conditions of the quote, if any, and the applicable terms and conditions for the Wasabi products and services.
- 3.2. Amounts are exclusive of any taxes and duties, including, without limitation, VAT, Service Tax, GST, excise taxes, sales and transactions taxes, and gross receipts tax, all of which are Customer's responsibility.
- 3.3. At the end of every month during the Term, Wasabi will determine the actual amount of storage utilized by Customer. If the storage utilized exceeds the total storage purchased ("**overage**") by or for such Customer (as may be increased from time to time upon execution of additional quotes, all of which will be co-terminous), Wasabi will invoice TD SYNEX and TD SYNEX will invoice the Buyer for these overages. Payment for overages are due upon receipt of invoice.
- 3.4. Buyer's order shall automatically renew for subsequent one (1) year terms, unless either party provides the other with notice of its intent not to renew at least ninety (90) days prior to the end of the then-current term.
- 3.5. Buyer's order constitutes Buyer's firm commitment to purchase the Wasabi Service as indicated on TD SYNEX's website, platform, materials, quotes or otherwise, for the duration of the term set forth herein. Fees due under such an order are non-cancellable and non-refundable, and remain due regardless of whether the storage purchased is fully utilized.
- 3.6. During the initial subscription term, Customer may purchase additional storage at the discount rate identified on TD SYNEX's website, platform, materials, quotes or otherwise, if any. Subsequent renewal periods shall reflect the then-current discount schedule, if applicable.
