

VENDOR PASS-THROUGH TERMS

Stormshield

| | |
|----------------------|---------------------------------|
| Vendor: | Stormshield |
| Product(s): | Software, Hardware and Services |
| Version: | 1st November 2023 |
| Territories: | ITALY |
| TDS Entities: | TD SYNnex Italy s.r.l. |

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 from TD SYNnex.

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

These Vendor Pass-Through Terms apply to Buyers using STORMSHIELD’s Products and Services regardless of their location and concerns all orders for Products and Services.

1. Definitions

“Software” means every element subject to intellectual property rights, (including the documentation), specific developments and configuration. Three types of software can be integrated into the Products:

“STORMSHIELD software”, for which STORMSHIELD possesses all intellectual property rights;

“Third party Software”, for which STORMSHIELD has been granted a license, allowing STORMSHIELD to transfer certain intellectual property rights;

“Freeware” means a software that is available free of charge subject to their specific individual licenses.

STORMSHIELD’s software and third-party software shall be collectively considered “Proprietary Software”.

“Hardware” refers to all tangible elements of the Product, excluding consumables;

“Product” refers to the final finished Product comprising the hardware and software for use according to its intended purpose as set out in its documentation.

“Services” refer to the Services provided by STORMSHIELD.

2. Buyer Obligations

1. Buyer will submit to its end customers the appropriate Stormshield’s EULA available Stormshield’s website. The Buyer must anticipate his needs with regard to Products. In the event of termination of this agreement by the Buyer, regardless of the reason, the Buyer shall acknowledge that it shall no longer be entitled to a refund on the Products it has in stock. Any invoice relating to an order placed by the Buyer shall become payable upon its due date.

TD SYNnex Italy S.r.l.

Sede legale
Via Tolstoj, 65
20098 San Giuliano
Milanese MI

TD SYNnex Europe GmbH

Società soggetta all’attività di
direzione e coordinamento della
controllante TD SYNnex Europe
GmbH, con sede a Monaco
(Germania)

Capitale Sociale:

€ 12.569.000 i.v.
di Socio Unico
Partiva IVA 07092780159
REA di MI 1141341

Registro Imprese

Numero di iscrizione al registro delle
imprese di Milano e Codice Fiscale
07092780159 info@tdsynnex.com
[Terms and Conditions](https://eu.tdsynnex.com/terms-and-conditions)

2. In the event a carrier takes charge of the delivery, it is the Buyer's duty, in the event of damage or partial delivery, to annotate his observations on the delivery documents and to confirm his reservations by registered post to the carrier within 3 days of receipt of the Products. All claims after this date shall be considered null and void. Without prejudice to the provisions stated above, the Buyer has to inform STORMSHIELD of any anomalies by registered post within the same time frame.
3. It is the Buyer's duty to provide proof as to the veracity of defects or anomalies identified. It shall facilitate TD SYNnex's investigation of the said defects and assist finding a solution. It shall refrain from intervening on his own or allowing a third party to intervene for such purposes.

3. Orders, Returns

- A. The Buyer must provide all necessary information for the order, in particular the delivery address, the invoicing address (if different from the delivery address), STORMSHIELD references of Products ordered.
- B. Product supply is subject to Product availability. In the event a Product becomes unavailable after an order has been placed, TD SYNnex will inform the Buyer in writing, by e mail, of the expected date the said Product will be available and/or suggest an alternative Product with at least equivalent features. TD SYNnex reserves the right to modify its products and services as and when it deems fit and to make changes to the models defined in its prospectuses and catalogues without prior notice to the Buyer.
- C. All Product returns, order cancellations or modifications must first be approved in writing by TD SYNnex. In no circumstance, the return of the Products will be accepted after a period of 6 months from the date of delivery. Returned Products shall be in the same condition as upon delivery and shall be accompanied by a return voucher which should be affixed to the packaging. Under all circumstances, in the event the returned Product does not appear to be in a saleable condition the entire amount due for the Products and/or Services shall be payable without any compensations and/or reimbursement right. Expenses and risks incurred in returning product shall be borne by the Buyer.

4. IP Rights, License Grant

1. The Products supplied by TD SYNnex within the scope of these Vendor Pass-Through Terms of sale contain Software subject to intellectual property rights. The Products may contain Third party Software and/or Freeware. The intellectual property rights to STORMSHIELD software remain the property of STORMSHIELD. The Buyer is granted the use of the proprietary software only as integrated in the Product. Transferred intellectual property rights and transferred terms and conditions are detailed in the license agreement made between the parties. These Vendor Pass-Through Terms are applicable to software updates, unless otherwise indicated in the license agreement. The Buyer shall not exercise rights that have not been expressly authorised.
2. The Buyer shall make every effort to avoid the infringement of any intellectual property rights and avoid exercising rights that have not been expressly authorised. The terms and conditions of use of third-party software are provided in the license agreement supplied with the Product. The terms and conditions of use of Freeware can be downloaded from the internet. The Buyer undertakes to read and accept these terms and conditions prior to using the Product and Services in question.

5. Buyer Representations

TECHNICAL SUPPORT. Access to technical support is granted only if a specific maintenance service provided by STORMSHIELD has been ordered. Technical support is provided by STORMSHIELD and/or its subcontractors and is available to Buyers, subject in certain cases, to prior registration with STORMSHIELD. The Buyer is advised to first read the technical support document available in the secure-access area on <https://mySTORMSHIELD.eu>.

MAINTENANCE. The Buyer has the possibility to subscribe to both a maintenance program and a security pack. The Buyer may subscribe to each program for a set number of years, bearing in mind that the total number of years cumulated may not exceed the lifetime of the product in question. The process begins when the Buyer registers the serial number of the product concerned in the secure access area on STORMSHIELD's website. If a new maintenance program is being subscribed to, the process shall begin from the expiry date of the previous maintenance program. Maintenance programs contain the following: corrective updates and upgrades for software components (without any guarantee on STORMSHIELD's part as to the perfect compatibility of updates performed with older appliances); access to the secure-access area on STORMSHIELD's website; appliance exchange service according to the options subscribed in the order.

TRAINING. A deferral or an inscription cancellation is permitted until 7 working days before the first day of the training session, without any justification nor financial penalty. An inscription cancellation occurring less than 7 working days before the first day of the training session, or a non-presentation of the trainee on the first day of this training, or an abandon of the training course during the session, except in force majeure cases, shall be considered as a cancellation and the entire cost of the training course shall be invoiced without giving rise to a reimbursement.

LEAD TIME.

TD SYNnex Italy S.r.l.

Sede legale
Via Tolstoj, 65
20098 San Giuliano
Milanese MI

TD SYNnex Europe GmbH

Società soggetta all'attività di
direzione e coordinamento della
controllante TD SYNnex Europe
GmbH, con sede a Monaco
(Germania)

Capitale Sociale:

€ 12.569.000 i.v.
di Socio Unico
Partiva IVA 07092780159
REA di MI 1141341

Registro Imprese

Numero di iscrizione al registro delle
imprese di Milano e Codice Fiscale
07092780159 info@tdsynnex.com
[Terms and Conditions](#)

1. Deliveries shall be made only according to availability and in the order in which orders are received. Lead times are indicated as accurately as possible but are subject to STORMSHIELD's supply and transportation capacities. Delays in lead times shall not be grounds for damages, retention or cancellation of ongoing orders. Under all circumstances, the agreed lead times shall be extended in the event of a force majeure.

2. The following shall be considered forces majeures in addition to what is established by the law of the country where TD SYNnex is based: partial or complete work stoppage of STORMSHIELD employees or employees of its suppliers, subcontractors or carriers due to strikes, fire, floods, bans or embargoes on imports or exports, withdrawals of licenses, etc.

6. Warranty, Disclaimer of Warranties

HARDWARE WARRANTY. Hardware Products are guaranteed free from operational defects, manufacturing or design flaws, for the applicable duration in the destination country.

The current warranty does not take into account apparent defects and does not cover damage caused by accidents, defective installations, poor maintenance or use of the Product in a manner not recommended in the Product manual. The warranties herein do not extend to damage arising from external causes or force majeure, as defined and applied by French law and lead time clause above.

In the event that the Buyer modifies or tampers with the Product or software outside the scope of STORMSHIELD's Services, these warranties will be rendered void. Interventions within the scope of the warranty shall not be taken to extend the duration of the said warranty.

SOFTWARE COMPLIANCE WARRANTY. STORMSHIELD guarantees that its Software is compliant with the documentation supplied to the Buyer.

NON-INFRINGEMENT WARRANTY. STORMSHIELD guarantees possession of the relevant rights over proprietary software allowing it to supply the said software integrated in the Products and/or Services. STORMSHIELD guarantees possession of the relevant rights over the Product's trademarks. TD SYNnex or STORMSHIELD does not provide any warranty on Freeware as per the norms of the industry.

7. Limitation of Liabilities

Without prejudice to the provisions relating to defective goods, TD SYNnex or STORMSHIELD shall not be held liable for any damage to other goods or any financial, commercial or other prejudice (loss or destruction of data) arising directly or indirectly from the use or operation of the supplied Products or Services performed. Be that as it may, in the event TD SYNnex and/or STORMSHIELD acknowledges liability for a Product delivered or a Service performed, the maximum amount of compensation payable to the Buyer shall not exceed the amount the Buyer has paid for the Product or Service in question.

8. Term and Termination

These Vendor Pass-Through Terms enter into force as of the later date of the relevant Buyer's purchase order or TD SYNnex's purchase order confirmation, but it will be suspended until the acceptance of TD SYNnex's consequential order by STORMSHIELD.

9. Confidentiality

1. Each party undertakes that it shall not at any time during the Vendor Pass-Through Terms and for a period of two years after completion, termination, or expiry (as applicable) of the Vendor Pass-Through Terms and/or any purchase order to disclose to any person any confidential information concerning the business, affairs, STORMSHIELD, customers, clients or suppliers of the other party save that it may disclose such confidential information:

(a) to its employees, officers, representatives, subcontractors, and advisers ("Representatives") who need to know such information for the purposes of exercising the other party rights or carrying out its obligations under or in connection with the Vendor Pass-Through Terms provided that it shall ensure that any Representatives to whom it discloses the confidential information comply with this clause; and

(b) as may be required by law, a court of competent jurisdiction or any governmental or regulatory authority.

2. Each party shall not use the other party's confidential information for any purpose other than to exercise its rights and perform its obligations under or in connection with the Vendor Pass-Through Terms.

10. Data Protection, Privacy

1. With respect to the Vendor Pass-Through Terms, and in the context of personal data, data processing and reporting, the parties acknowledge that the Buyer is the data controller of the personal data of their end customers and that STORMSHIELD is the data processor. Nevertheless, where data is processed subsequently

STORMSHIELD in turn becomes the data controller. In such a situation the Buyer becomes the Data Processor and will cooperate with STORMSHIELD in order to ensure compliance with applicable Laws and Regulations on Personal Data and/or in case of inspection by the competent data protection authorities. For these processing, Buyer will forward Stormshield's Privacy Notice to inform its end customers https://mystormshield.eu/doc/stormshield-privacy_policyEN.pdf.

2. The Buyer alone remains liable for the respect of the rights of individuals that are concerned by the process, i.e. access rights, the right to request amendments and/or deletions and if necessary the right to object.
3. The Buyer will also endeavour to provide STORMSHIELD and/or TD SYNnex with the end user's contact information when the Products are ordered. The Buyer will also make every effort to facilitate procurement of references, quotes, testimonials and success stories from its end users regarding STORMSHIELD'S Products and Services.

11. Compliance, Import/ Export Regulations, Sanctions

FINAL DESTINATION CONTROL. The Buyer must obtain TD SYNnex and STORMSHIELD's authorisation prior to any resale or use of the Products in a geographical zone other than where the Product has been delivered.

TREATMENT OF WASTE ELECTRICAL AND ELECTRONIC EQUIPMENT

1. In compliance with articles R. 543 179 to R. 543 206 of the French Environmental Code (Decree no. 2005 829, July 20th 2005, relating to the composition of EEE and the disposal of waste from such equipment), STORMSHIELD has been registered as a producer of electrical and electronic equipment with the ADEME (Agency for the Environment and Energy Management).
2. All STORMSHIELD Products bear tags that identify them, as well as a control label indicating the release date. In the absence of any agreement with the Buyer to the contrary, STORMSHIELD shall oversee the professional organization and financing of the treatment of WEEE released by STORMSHIELD after 13/08/05, once the Buyer has sent equipment and components affected by the article to STORMSHIELD, at the Buyer's own cost and risk.
3. In order for STORMSHIELD to provide the said treatment, the Buyer shall undertake to inform STORMSHIELD of his equipment's end of life, and to send it to the following address: NSE BU SERVICES - Activité STORMSHIELD, réception Bâtiment A, ZA de la Tour, 03200 ABREST – FRANCE.
4. STORMSHIELD and TD SYNnex shall not in any case and for whatever reason, be held liable for the Buyer's failure to carry out the duties expected, as stated in the article.

IMPORTATION OF DUAL USE ITEMS. In accordance with the latest amended version of the Council Regulation (EC) No 428/2009 setting up a community regime for the control of exports, transfer, brokering and transit of dual use items, some of the STORMSHIELD appliances and products are items subject to such control if they are exported outside the European Union.

SPECIFIC REGULATIONS. Cryptography is subject to specific regulations. It is the Buyer's duty to ensure compliance with the relevant regulations in his own country. TD SYNnex or STORMSHIELD shall not be held liable for any contravention of legislation in the country where Products and Services have been supplied. The Buyer guarantees that TD SYNnex or STORMSHIELD shall in no way be involved as a party to a lawsuit arising from any breach of specific regulations.

12. Miscellaneous

- A. Explanatory leaflets, features and performance figures published in catalogs and other advertising media are for information only. TD SYNnex and STORMSHIELD reserve the right to modify information where it deems fit, except for characteristics deemed essential in the order placed by the Buyer. Services are assigned to a single product identified by a serial number and cannot be transferred to any other product except for a replacement product.
- B. Buyer agrees to have its company name, logo and URL-links being mentioned on STORMSHIELD'S website. TD SYNnex does not offer discounts on cash payments or on payments preceding the issue of these Vendor Pass-Through Terms. In case of late payment, TD SYNnex reserves the right to suspend, terminate or cancel, at TD SYNnex's discretion, the orders for Products or Services in progress with the Buyer.
