

## VENDOR PASS-THROUGH TERMS

### Lookout

<b>Vendor:</b>	<b>Lookout</b>
<b>Product(s):</b>	MSSP Services, Software
<b>Version:</b>	September, 2023
<b>Territories:</b>	European Economic Area, Switzerland, UK, Serbia, Albania, North Macedonia, Montenegro, Bosna and Hercegovina and within which (i) Distributor may sell and distribute Activation Keys to any Reseller and (ii) Reseller may sell and distribute Products, MSSP services and Activation Keys to End-Users.

In addition to the Terms and Conditions (available at [eu.tdsynnex.com/terms-and-conditions](http://eu.tdsynnex.com/terms-and-conditions)) and the Country Specific Terms (available at [eu.tdsynnex.com/country-specific-terms-of-sale](http://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 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](http://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

**Activation Key** means Supplier’s unique code allows and End User to access, register and use a single copy of the Software offered by Supplier.

**Administrative Console** means the functionality for managing End Users’ security, and other administrative functionality for customer accounts and devices associated with the MSSP Services provided to Enterprise Subscribers;

<b>End User</b>	means any individual who purchases a Product or Product Key from a Reseller for personal use and not for further resale or distribution;
<b>End User App</b>	means the mobile device management application licensed by Lookout to End Users pursuant to the Enterprise End User Terms of Service;
<b>End User License Agreement</b>	means the electronic End-User License Agreement that is included in the Product or with the Product Key and which governs the use of the Software by End-Users;
<b>Enterprise Subscriber</b>	means any customer that purchases the MSSP Services for its internal operations and not for further distribution or sale, <b>and collectively with End Users</b> , the “ <b>End Users</b> ”;
<b>Materials</b>	means any operating manuals, end user agreements, user instructions, technical literature and other written materials ordinarily provided by Supplier with the Software;
<b>MSSP(s)</b>	means a customer registered with and authorized by Lookout to purchase MSSP Services from Distributor to provide managed security services to an Enterprise Subscriber, and has signed the Lookout Managed Security Service Provider Agreement. <b>All terms that apply to Resellers shall also apply to MSSPs</b> , except as stated herein;
<b>MSSP Services and collectively with Services, the “Services”</b>	means Lookout’s proprietary commercial off-the-shelf software product(s) and Support Services specified in the order (any related purchase orders, or amendments) or provided in connection with the agreement between Reseller and Distributor, and any helpers, extensions, plugins, and add-ons, in any format, including any improvements, modifications, derivative works, patches, updates and upgrades thereto that Lookout provides to Enterprise Subscriber managed by MSSP(s);
<b>Products</b>	means a copy of the Software, End-User License Agreement and related Materials, if any, packaged in computer readable form together for electronic delivery in accordance with this Agreement;
<b>Reseller</b>	means Resellers which are directly registered with and authorized by Supplier;
<b>Software</b>	means the subscription based software application, including machine-readable or machine-compressed instructions, data and related licensed materials (including documentation in whatever form) and all copies in whole or in part and any and all revisions, enhancements,

including all subsequent versions thereof provided to Reseller by Distributor;

**Territory**

means the geographic boundaries of the European Economic Area, Switzerland, UK, Serbia, Albania, North Macedonia, Montenegro, Bosna and Hercegovina and within which (i) Distributor may sell and distribute Activation Keys to any Reseller and (ii) Reseller may sell and distribute Products, MSSP services and Activation Keys to End-Users.

**2. MSSP's Appointment**

Distributor is authorised to market, sell and distribute the MSSP Services to MSSPs, which (1) have signed the Lookout Managed Security Service Provider Agreement, (2) are assigned by Lookout to purchase the MSSP Services from the Distributor, and (3) are located within the Territory. MSSP may distribute the MSSP Services only with all warranties, disclaimers and license agreements intact as provided by Lookout. MSSP is not allowed to make any commitments, representations or warranties with respect to Lookout, or the performance of the MSSP Services, except as authorized in advance and in writing by Lookout or derived from and consistent in all respects with materials provided to Distributor by Lookout.

**3. Reseller Obligations**

Reseller may resale the Products and Activation Keys only with all warranties, disclaimers and license agreements intact as provided by Supplier.

Reseller owns the End User customer relationship and will provide customer service to End-Users relating to the Product purchase process.

**4. Orders of MSSP Services**

Depending on the agreement between the Distributor and MSSP, ordering of the MSSP Services will be allowed as follows: (1) Distributor will submit or will authorize its MSSP to submit to Lookout Orders for each new Enterprise Subscriber that purchases the MSSP Services; or (2) Distributor will authorize MSSPs assigned to the Distributor to order MSSP Services directly from the Lookout provisioning portal.

**5. IP Rights, License Grant**

**5.1. Software License Grant.** Hereby, Distributor passes through solely to Resellers the license to resell the Activation Keys for Product SKUs listed on the then-current price list, as may be updated by Distributor from time to time, solely to End Users in the Territory. The foregoing license shall be non-transferable and royalty-free, with the exception of Reseller's obligation to pay for Product and Activation Keys purchases.

**5.2. Restrictions on License Grant.**

(i) Reseller and Reseller's partners will not, and will include in its agreements with End-Users terms that ensure that End Users do not, (A) modify, translate, disassemble, de-compile or otherwise reverse engineer or create derivative works based on the Software, Activation Keys or other Product components or otherwise

attempt to learn the source code, structure, algorithms or ideas underlying such items; (B) take any action contrary to the End-User License Agreement except as expressly and unambiguously allowed; (C) copy or otherwise reproduce any Product, Product component or Materials except as expressly permitted; (D) remove any proprietary notices, labels or Marks on or in any copy of the Product or otherwise modify, alter, tamper with or reduce the content of any Product, Product component or Materials in anyway; (E) introduce any computer virus or other illicit code into any Product, Product component, Materials or Supplier system; (F) alter or remove any warranties, disclaimers, and license agreements shipped with the Product or Materials; or (G) use the Product in any manner or for any purpose other than which the Product has been incorporated or for which the Product has been delivered.

- (ii) Reseller will not, and will include in its agreements with Reseller's partners terms that ensure that Reseller's partners will (A) make no commitments, representations or warranties on behalf of Supplier; (B) are not permitted to distribute the Product beyond the scope of this Agreement; and (C) do not, link or bundle the sale of any Product or Product component with (i) any unauthorized third-party product that creates a likelihood of confusion as to the source or origin of the Products, without prior written approval from Supplier, or (ii) other third-party product that wont disparage or damage Supplier's reputation or goodwill (or the reputation of Supplier's products or personnel).
- (iii) Reseller will resale Products only with and subject to the terms of the applicable Supplier End-User License Agreement located at [www.lookout.com/legal/terms](http://www.lookout.com/legal/terms) or at another URL the Distributor notifies to Reseller.
- (iv) Reseller will not make any commitments, representations, or warranties with respect to Lookout, or the performance of the Software, except as authorized in advance and in writing by Supplier or derived from and consistent in all respects with Materials provided by Supplier.

**5.3.** The Parties agree that Supplier's End-Users License Agreement in the form available at [www.lookout.com/legal/terms](http://www.lookout.com/legal/terms) , as amended from time to time by the Supplier, will apply to End-Users' use of the Products. Reseller ensures that End Users will accept such End-User License Agreement through the registration process for the Software.

## 6. **Warranty**

Reseller will not make (i) any representations, warranties, or promises with respect to any Product that are not contained in the End-User License Agreement or materials accompanying the Products or Activation Key or (ii) any statement or promise to any End-User that is inconsistent with, or that would modify the terms of, any End-User License Agreement or any Materials accompanying a Product or Activation Key.

## 7. **Invoicing**

### **A. MSSP Services - Subscription Model Billing Terms**

MSSP Services are based on the Annual Subscription or On-the-Go Subscription models described below, provided that each Enterprise Subscriber may only subscribe to a single subscription model and a single Lookout SKU per Administrative Console. MSSP shall set up each Enterprise Subscriber with separate

Administrative Consoles, and MSSP shall be the administrator for all Administrative Consoles.

### **7.1. Definitions.**

- (i) **Activated Device** means either (i) the End User has downloaded and installed the End User App, and logged in with a Lookout generated password, or (ii) the MSSP has followed Lookout's enrollment guidelines and installed the End User App on an End User's Device via a Mobile Device Management system.
- (ii) **Annual Subscription** means a subscription with a non-cancellable term of at least 12 months that is billed annually in advance or monthly in arrears, at MSSP's election.
- (iii) **Device License** means a license to download and use the End User App on an End User's Device. Each Activated Device within the Lookout Administrative Console whether they have a connected, disconnected, or unreachable connection type, shall require a Device License. It is the responsibility of the MSSP to remove disconnected and unreachable devices.
- (iv) **On-the-Go Subscription** means a subscription on a month-to-month basis without a minimum number of Device Licenses.
- (v) **Overage** means where the Activated Devices exceed the number of Device Licenses in the Annual Subscription.

**7.2. Order modifications.** A SKU assigned to an Enterprise Subscriber may be upgraded during the Term, and such upgrade will be effective immediately. A downgrade may also be made to the SKU assigned to an Enterprise Subscriber, provided that the SKU downgrade will not go into effect until the following Term (e.g. in an Annual Subscription, in the following 12-month period; or in an On-the-Go Subscription, in the following 30-day billing period).

### **7.3. Billing.**

- (i) **Annual Subscription.** For each Annual Subscription, Distributor shall invoice MSSP either (i) annually in advance, or (ii) monthly in arrears, depending on the pricing plan selected. If annual pricing is elected, any incremental Annual Subscription Device Licenses added during the Subscription Term or SKU upgrades, shall be invoiced by Distributor in advance, on a pro-rated basis, co-terminous with the Annual Subscription. If monthly pricing is elected, any incremental Annual Subscription Device Licenses added during the Subscription Term or SKU upgrades, shall be invoiced by Distributor monthly in arrears.
- (ii) **On-the-Go Subscription.** Distributor shall invoice MSSP monthly, in arrears, for the number of Activated Devices in each Administrative Console during the preceding month. If a Device is enrolled within the Administrative Console with a status of Activated Device for any portion of that month, Distributor shall invoice MSSP for that Device License in the monthly On-the-Go Subscription at the full monthly rate.
- (iii) **Overages.** In the event of an Overage exceeding ten percent (10%) of the Annual Subscription, Distributor may invoice MSSP at the end of the month in which the Overage occurs at the prevailing On-the-Go Subscription rate for all such Activated Devices included in the Overage Subscription (e.g. Annual Subscription includes

100 Device Licenses, and the MSSP has 115 Activated Devices enrolled in the Administrative Console during the month, then Distributor may invoice MSSP for 15 Device Licenses as an Overage).

**7.4. Renewal of Subscriptions.** Each Annual Subscription may be renewed by MSSP as follows: (i) automatically for an additional Annual Subscription, (ii) automatically on a month-to-month basis, in which case the prevailing On-the-Go Subscription rates will apply to all Device Licenses, or (iii) upon mutual agreement with Distributor, in which case the Annual Subscription shall expire at the end of the term if the parties have not agreed to an additional subscription. Each On-the-Go Subscription shall automatically renew monthly until cancelled by MSSP.

**B. Products and Activation Keys**

Distributor will invoice Reseller monthly for the sale of Products or Activation Keys to Reseller.

**8. Compliance with laws**

Reseller is obliged to (i) ensure that the sale and disposition of Products and Activation Keys comply with all applicable laws; (ii) prevent unauthorized sale, duplication or pirating of Products, Product components or Activation Keys; and (iii) not knowingly sale or aide in the sale of any counterfeit Products, Product components or Activation Keys. Reseller will indemnify, defend and hold harmless Distributor and its directors, officers, agents and employees from and against all claims, demands, actions, litigation, investigations, proceedings, liens, liabilities, costs and expenses (including reasonable attorney's fees) arising out or related to any (i) non-compliance by Reseller with this section 8; (ii) any misrepresentations or omissions made by the Reseller with respect to Supplier, the Product or Activation Keys.

**9. Miscellaneous**

Unless agreed otherwise, Reseller shall maintain a Digital Locker, for End-Users that have purchased Product and/or Activation Keys from Reseller for a period of not less than one (1) year following the expiration or termination of the agreement between Distributor and Lookout. End User's right to access the Digital Locker and to reinstall a Product during one (1) year period shall be governed by the terms of the End-Users' agreement with the Reseller. During that period, unless agreed otherwise, Reseller shall provide the Digital Locker for such Products and Activation Keys to such End-Users, and Reseller's use shall be subject to all applicable limitations set forth in this Agreement.

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