

## VENDOR PASS-THROUGH TERMS

Meta

<b>Vendor:</b>	<b>Meta</b>
<b>Product(s):</b>	Meta Quest for Business
<b>Version:</b>	November 2023
<b>Territories:</b>	European Economic Area, Switzerland, United Kingdom

In addition to the Terms and Conditions (available at [eu.tdsynnex.com/terms-and-conditions](https://eu.tdsynnex.com/terms-and-conditions)), the Country Specific Terms (available at [eu.tdsynnex.com/country-specific-terms-of-sale](https://eu.tdsynnex.com/country-specific-terms-of-sale)) and the Meta Authorized Reseller Agreement signed between Buyer and TD SYNnex (the “**Agreement**”) 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](https://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.

### META QUEST FOR BUSINESS- ANNUAL LICENSE

For Meta Quest for Business, the following terms shall apply:

#### 1. TERM AND TERMINATION

Buyer agrees that all subscriptions must be for a minimum 12-month subscription term (“Initial Term”) and are set to automatically renew for successive 12-month periods (“term”), unless either Party provides written notice of termination of the subscription at least thirty (30) days prior to the end of the Initial Term or any renewal term or in accordance with Section 6 of the Agreement.

**2. EFFECT UPON TERMINATION**

Upon the termination of a subscription, any licenses granted shall remain in effect for the remaining of the 12-month term. Payment obligations of Buyer shall remain valid for the remaining of the 12-month term.

**3. PAYMENT**

TD SYNnex will issue an invoice to Buyer on a monthly-fee basis and each monthly payment must be made within thirty (30) calendar days after the month begins. Buyer is obligated to pay TD SYNnex regardless of whether or not Buyer has collected the fees from its Customer. Buyer bears all risk of non-payment of the fees by its Customers.

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