

CLOUD SERVICES RESELLER ADDENDUM

This Cloud Services Reseller Addendum (“**Addendum**”) is made by and between the company executing this Addendum (hereafter referred to as “**Cloud Services Reseller**” or “**CSR**”) and **Westcon International, Ltd.** including any of its Affiliates and subsidiaries, with a registered place of business at Chandler’s House Wilkinsons Road, Love Lane Industrial Estate, Cirencester, Gloucestershire GL71YT United Kingdom (“**Distributor**”), singly referred to as a ‘Party’ and collectively as ‘Parties’. This Addendum shall be deemed effective as of the date the CSR signs this Addendum and by clicking the “I HAVE READ AND ACCEPT THE TERMS OF ADDENDUM” checkbox displayed below (the “**Effective Date**”).

WHEREAS, CSR has executed Distributor’s standard credit application containing the terms of sale or a valid master services agreement with Distributor for CSR’s purchase of Products and Services from Distributor (the “**Agreement**” or “**Terms and Conditions**”) and the Parties wish to supplement the terms of the Agreement solely for CSR’s purchase of Cloud Services from Distributor;

NOW THEREFORE CSR and Distributor hereby agree the following terms and conditions for CSR’s purchase of Cloud Services from Distributor;

1. Definitions

Capitalized terms used but not otherwise defined herein shall have the meaning assigned to them in the Agreement:

i. “**Affiliate**” means any entity that directly or indirectly through one or more intermediaries, controls, is controlled by or is under common control with a Party, where “control” is defined as having: (i) ownership of more than fifty percent (50%) of the equity securities entitled to vote for the election of directors (or, in the case of an entity that is not a corporation, for the election of the corresponding managing authority); or (ii) the ability to direct or cause the direction of management and policies of a Party by ownership of securities, contract or otherwise.

ii. “**Authorized Use Policy**” means is the document provided by the CSP stipulating constraints and practices that an End User must agree to for access to the Cloud Service.

iii. “**Cloud Service**” or “**Cloud Services**” means any resource that is provided over the internet by CSP and offered for sale by Distributor to CSR from time to time including any additional support services, as described in the Documentation.

iv. “**Cloud Services Provider**” or “**CSP**” means a third-party provider of Cloud Services to End Users through a network of authorized cloud services resellers.

v. “**Contract**” means any additional supplementary agreement entered into by Distributor and CSR pursuant to this Agreement including, but not limited to, Purchase Orders issued by CSR and accepted by Distributor for CSR’s purchase of Cloud Services from Distributor.

vi. “**Documentation**” means any additional documents and/or requirements relating to the sale and usage of the Cloud Services, including but not limited to the Authorized Use Policy, statements of work, data privacy policy, CSP Specific Addendums, and Service Level Agreements (“**SLAs**”). CSR must accept and comply with, and shall notify its End Users to accept and comply with, the terms of any applicable Documentation.

vii. “**End User**” means a user of a Cloud Service.

viii. “**CSP Specific Addendum**” means any service-specific addendum required by a CSP which is applicable to the Cloud Services to be resold by CSR to End Users in the Territory. Such CSP Specific Addendum may contain Documentation. It is at the sole discretion of the CSP as to whether or not CSR is required to enter into a CSP Specific Addendum.

ix. “**Territory**” means the geographic regions or markets in which Distributor is authorized to distribute and shall include all media and channels of distribution.

2. Appointment

a. **Non-Exclusive Appointment.** Subject to compliance with the terms of this Addendum, Distributor hereby grants CSR the non-exclusive right and

authority to purchase from Distributor and subsequently market and sell Cloud Services to End Users in the Territory. If CSP requires compliance with a formal certification program, then CSR may be required to demonstrate proof of certification with such program prior to placing Purchase Orders for Cloud Services with Distributor. If CSP does not require compliance with a formal certification program, then CSR may be required to meet the additional criteria set forth in any Documentation prior to placing Purchase Orders with Distributor.

b. **End User Agreements.** CSR may not distribute any Cloud Services to any End Users unless an End User enters into an agreement with CSR (the “**End User Agreement**”) that at a minimum: (a) completely disclaims Distributor’s and CSP’s liability for all matters arising out of or related to this Addendum or the Cloud Services to the extent permissible by law and requires the End User to look solely to CSR with respect to such matters; (b) requires the End User to agree that use of the Cloud Services shall be lawful and to ensure that each End User complies fully with the applicable terms of this Addendum or any Documentation; (c) prohibits the End User from reselling or distributing the Cloud Services; (d) indemnifies, defends and holds CSP and Distributor, and their respective Affiliates, officers, directors, employees and suppliers harmless from and against any third-party claims arising out of or relating to the End User’s use of the Cloud Services; (e) protects CSP’s proprietary rights in the Cloud Services to at least the same degree as the terms and conditions of this Addendum or any Documentation; (f) makes no representations or warranties on behalf of Distributor or CSP, except to the extent permitted in any Documentation; (g) specifies CSP and Distributor as express intended third party beneficiaries of the provisions in the End User Agreement to the extent permitted by applicable law; and (h) does not grant any rights to the End User beyond the scope of this Addendum.

3. Subscription Term and Termination

a. **Subscription Term.** The Cloud Services shall be sold by Distributor to CSR for usage by End Users for a fixed term, which shall be designated on the Purchase Order between CSR and Distributor (“**Subscription Term**”). The applicable CSP Specific Addendum or Documentation may specify a minimum Subscription Term and may provide for auto-renewal of such Subscription Terms. Except as specified herein, CSR shall not have the right to terminate any Purchase Order or its obligations to provide Cloud Services to a particular End User during a Subscription Term.

b. **Termination.** CSR’s right and authority to purchase, market and sell a particular CSP’s Cloud Services to End Users in the Territory will immediately terminate in the event that the applicable agreement that CSP has in place with Distributor is terminated or expires.

c. **Transition Period.** Following expiration or termination of the Addendum, unless otherwise set forth in the applicable CSP Specific Addendum or

Documentation, there shall begin a transition period to allow End Users to transition off of the Cloud Services ("**Transition Period**"). The Parties shall continue to be bound by this Addendum during the Transition Period with respect to any Purchase Orders submitted prior to the effective date of expiration or notice of termination, as the case may be, for the duration of any active Subscription Terms.

d. **Termination Assistance.** Except as otherwise set forth in a CSP Specific Addendum or any Documentation, CSR will, at least thirty (30) days prior to the effective date of termination or expiration of each End User's Subscription Term during the Transition Period, or as promptly as possible if less time is available, notify the End Users of the impending termination. This Addendum shall fully and finally terminate upon expiration of the final Transition Period for the final Surviving Subscription Term.

4. Purchase Ordering

a. **Purchase Orders.** CSR may submit a purchase order to Distributor for Cloud Services hereunder ("**Purchase Order**") which must contain the information pertaining to the End User necessary to procure the Cloud Services. Distributor's quotes shall not constitute an offer. Only a Purchase Order submitted by CSR shall constitute an offer to contract subject to this Agreement, however a Purchase Order shall not be deemed a Contract unless and until the earlier date upon which: (a) written acceptance is provided by Distributor or (b) Distributor proceeds with the fulfillment of the Purchase Order. No additional or alternative terms or agreement or any alteration to this Agreement proposed by the CSR contained or referred to in a Purchase Order or other form submitted to Distributor shall be deemed to apply unless they are expressly accepted in writing by an Authorized Representative of Distributor with respect to that Purchase Order. CSR shall be solely responsible for the accuracy of any Purchase Order, including, but not limited to, the specification, configuration or other details of Cloud Services and their functionality, compatibility and interoperability with other products or services, as well as their fitness for particular use.

5. **Usage Reports.** Periodically, a report may be generated by CSP or Distributor, which may be sent or made accessible to the CSR for forwarding to the End User, indicating the actual level of Cloud Services usage by End Users during a given time period and which may serve as a basis for the invoicing and payment of any Overage Fees or usage based Fees in accordance with any additional requirements or Documentation.

6. Prices and Payment Terms

i. **Payment Terms.** Except as provided in the Agreement, upon acceptance of a Purchase Order from CSR, Distributor shall invoice CSR the Fees for the initial Cloud Services quantity set forth on the Purchase Order. All undisputed portions of Distributor's invoices for Fees will be paid by CSR within thirty (30) days of CSR's receipt of invoice unless otherwise agreed to in writing by the Parties: (i) the Fees shall be as set forth in Distributor's published price list; (ii) all Fees shall be paid annually in advance or monthly in arrears, as set forth in Distributor's published price list; (iii) Fees for license based subscriptions are based on the quantity of Cloud Services purchased and not actual usage by the End User, which may be less. Fees for usage-based subscriptions are based on actual consumption. The quantity of purchased Cloud Services may be increased or decreased during the Subscription Term.

ii. **Overage Fees.** In the event actual usage of Cloud Services exceeds the initial quantity ordered on the Purchase Order ("**Overage**"), CSR may be billed for any applicable Overage charges on a monthly basis in accordance with any applicable CSP terms or Documentation ("**Overage**

Fees"). All undisputed portions of Distributor's invoices for Overage Fees will be paid by CSR within thirty (30) days of CSR's receipt of invoice for such.

b. **Suspension of Access** In the event that (i) any fees owed to Distributor by CSR, including but not limited to monthly Fees or Overage Fees, are thirty (30) days or more overdue and CSR has not cured within thirty (30) days of Distributor's written notification of failure to pay, or (ii) CSR is in material breach of the Agreement, including any terms of any CSP Specific Addendum, then Distributor may either: (i) Suspend or may request CSP to suspend End User's access to the Cloud Service(s) associated with such delinquent payment; or (ii) Distributor may choose not to submit Purchase Orders to CSP for orders from CSR without penalty to Distributor; or (c) terminate or suspend the Agreement with CSR (collectively "Suspension of Access").

In the event of Suspension of Access, End User and/or CSR may be subject to termination and liable to pay any applicable early termination fees set forth in any applicable Documentation or set forth in the CSP terms for the Cloud Services. Notwithstanding the foregoing, in the event Distributor elects or requests a Suspension of Access, CSR may be liable for any fees, including but not limited to monthly Fees or Overage Fees, associated with such delinquent payment through the end of the current Subscription Term. CSR understands that End User will not receive Cloud Services during this time.

7. **Electronic Delivery of Cloud Services.** CSP shall electronically deliver the Cloud Services and associated SLAs (if applicable) directly to End Users in accordance with any additional terms and conditions of use provided in any Documentation. Distributor shall not be liable with respect to any breach or error in delivery, loss, damage or interruption to the Cloud Services during the Subscription Term. Any error, loss, damage or interruption of Cloud Services discovered by CSR and/or End User after delivery shall not entitle CSR and/or End User to rescind the Purchase Order or the remainder of a Contract.

8. **Cloud Services Indemnification.** CSR will indemnify, defend and hold harmless Distributor and Distributor's Affiliates, directors, officers, employees, agents, contractors, CSPs, and End Users from and against all claims, lawsuits, losses, liabilities, damages, costs and expenses (including reasonable attorneys' fees), judgments or settlement amounts arising out of or in connection with (i) any breach of Section 2 or where an End User Agreement otherwise fails to protect Distributor in the manner described in Section 2.

9. **Personal Data Protection.** In the event that Distributor is managing personal information of CSR's agents or customers including End User, this information will be managed in accordance with Distributor's Privacy Policy, which is posted on Distributor's global website at https://www.westconcomstor.com/us/en/privacy-policy/global_privacy_policy.html, the terms of which are hereby incorporated herein by reference. Please take note of the export provisions. IN THE EVENT CSR IS COLLECTING DATA OF ITS CUSTOMERS, CSR IS RESPONSIBLE TO ADHERE TO ALL APPLICABLE DATA PRIVACY LAWS INCLUDING NOTICE AND CONSENT PROVISIONS.

10. **No Conflicts and Entire Agreement.** This Addendum (together with all Contracts) constitutes the entire agreement between the Parties with respect to the purchase of Cloud Services and supersedes any and all written or oral agreements previously existing between the Parties and/or their Affiliates with respect to the purchase of Cloud Services from Distributor. In the event of a conflict between the terms of the Agreement and terms in this Addendum, the terms of this Addendum shall take precedence for CSR's Purchase of Cloud Services. In the event of any conflict between the terms and conditions of this Addendum and any applicable CSP Specific Addendum, the terms and conditions of the applicable CSP Specific Addendum shall prevail.

BY CHECKING THE “I HAVE READ AND ACCEPT THE TERMS OF ADDENDUM” CHECKBOX DISPLAYED BELOW ON BEHALF OF YOUR COMPANY OR OTHER LEGAL ENTITY, YOU REPRESENT THAT YOU HAVE THE REQUISITE AUTHORITY TO BIND SUCH ENTITY TO THIS CLOUD SERVICES ADDENDUM IN WHICH CASE THE TERMS “CSR”, “YOU” OR “YOUR” SHALL REFER TO SUCH COMPANY OR LEGAL ENTITY. IF YOU DO NOT HAVE AUTHORITY TO ENTER INTO THIS ADDENDUM, OR IF YOU DO NOT AGREE WITH THESE TERMS, DO NOT CHECK THE “I HAVE READ AND ACCEPT THE TERMS OF ADDENDUM” CHECKBOX AND DO NOT PURCHASE, SELL OR USE MANAGED SERVICES OR SERVICES UNDER ANY CIRCUMSTANCES.

I HAVE READ AND ACCEPT THE TERMS OF ADDENDUM

Effective Date: _____

IN WITNESS WHEREOF, the CSR has caused this Addendum to be executed by their duly authorized representatives.

CSR

Signature:

Print Name:

Title:

Company:

Date:
