

Veeam Purchase Order Terms and Conditions

- 1. ACCEPTANCE OF TERMS.** Supplier agrees to be bound by and comply with all terms set forth in this Order (“Order” or “Agreement”), including any amendments, supplements, specifications and other documents referred to on the face of this Order. Acknowledgement of this Order, including by delivery of goods or services ordered by Veeam Software Corporation or any of its affiliates (“Veeam”) hereunder (collectively, the “Goods”), shall be deemed acceptance of this Order by Supplier. The terms printed on this Order take precedence over any alternative terms in any other document connected with this transaction unless such alternative terms are expressly incorporated by reference on the face of this Order by Veeam or are otherwise agreed to in writing by Veeam and Supplier. **ANY ORDER ACKNOWLEDGEMENT, INVOICE OR OTHER DOCUMENT SUBMITTED BY SELLER IN CONNECTION WITH THIS ORDER THAT CONTAINS TERMS INCONSISTENT WITH OR IN ADDITION TO THE TERMS OF THIS ORDER IS SPECIFICALLY OBJECTED TO BY VEEAM AND IS NOT BINDING ON VEEAM, UNLESS SPECIFICALLY ACCEPTED BY VEEAM IN WRITING.**
- 2. PRICES.** All prices set forth in this Order are firm and shall not be subject to change unless specifically allowed by this Order. Unless otherwise stated on the face of this Order, Supplier’s price shall be complete and no additional charges of any type shall be added without the prior written consent of Veeam. Such excluded additional charges include, without limitation, shipping, packaging, labelling, or taxes (including, but not limited to, sales, use, excise, value added, privilege, payroll or occupational taxes), all of which are included in the prices set forth in this Order. If Veeam provides a direct pay certificate, certification of an exception of tax, or a reduced rate of tax imposed by an applicable taxing authority, then Supplier agrees not to invoice, nor pay, any such tax unless and until the applicable taxing authority assesses such tax, at which time Supplier shall invoice and Veeam agrees to pay any such tax that is legally owed. If sales and/or use tax is included in the price, such tax shall be listed separately on the invoice. Supplier warrants that the pricing for the Goods shall not exceed the pricing for the same or comparable goods offered by Supplier to third parties. Supplier shall promptly inform Veeam of any lower pricing levels for the same or comparable goods, and the parties shall promptly make the appropriate price adjustment for this Order. Supplier will remain cost competitive for the duration of this Order. If Veeam receives a more competitive offer from a third party for goods or services similar to the Goods, and Supplier is unable to match that offer within thirty (30) days of receiving notification from Veeam of the better offer, then Veeam may resource the affected business to such third party and cancel the corresponding portion of this Order without further liability to Supplier.
- 3. PAYMENT.** Unless otherwise stated on the face of this Order, a two percent (2%) cash discount will be allowed if payment is made within fifteen (15) days from the latter of the actual delivery date of the Goods (but no earlier than the scheduled delivery date) or Veeam’s receipt of a valid and undisputed invoice from Supplier. Net is due sixty (60) days from the latter of the aforementioned dates. Supplier agrees to include all pertinent information on invoices, including Supplier’s name, Supplier’s vendor number (if one is assigned by Veeam), Veeam’s delivery address and the Goods being supplied (defined by model number and serial number), any discounts or rebates on the price, and other reasonable information requested by Veeam. Invoices must match this Order regarding quantity and price. If Goods will cross an international border, Supplier’s invoice must satisfy all requirements for customs clearance. The invoice shall be in English, or destination country specific language, and shall include contact names and phone numbers at Veeam and Supplier who have knowledge of the transaction. The preferred way for Veeam to receive invoices is electronic through our e-Procurement system, Coupa. Electronic invoicing (e-invoicing) is the exchange of an invoice document between a supplier and a customer in an integrated electronic format. This includes but not limited to the following methods: (a) Coupa Supplier Portal (CSP), where a supplier signs in to manually flip a PO to create an invoice; (b) Supplier Actionable Notifications (SAN), where a supplier acts on an email without logging in to the CSP; and (c) cXML, where a supplier can automate the process of sending an invoice file using Coupa’s standard cXML format. Suppliers are strongly

recommended to submit invoices using one of the electronic methods described above. Electronic invoicing 1) brings automation to the manual process; 2) ensures faster processing and payment; 3) lets suppliers communicate with Veeam directly; and 4) makes invoice tracking much easier. Supplier warrants that it is authorized to receive payment in the currency stated in this Order. Veeam shall be entitled at any time to setoff any and all amounts owing from Veeam to Supplier on this or any other Order or to decline to pay any amount invoiced by Supplier under this Order to protect it from loss due to: (a) breach by Supplier of any of its obligations under this Order; (b) third party claims filed or reasonable evidence indicating the probable filing of such claims; or (c) damage to Veeam, where such damage arises out of the actual or alleged acts, omissions or breach of this Order by Supplier or its agents or employees.

4. **DELIVERY AND PASSAGE OF TITLE.** Time is of the essence of this Order. If Supplier for any reason anticipates difficulty in complying with the required delivery date, or in meeting any of the other requirements of this Order, Supplier shall promptly notify Veeam in writing. If Supplier does not comply with Veeam's delivery schedule, Veeam may require delivery by fastest method, and charges resulting from the premium transportation must be fully prepaid by Supplier. If Supplier fails to deliver the Goods as scheduled, Veeam shall be entitled to recover damages from Supplier that Veeam incurs as a result of Supplier's failure to perform as scheduled. Veeam's remedies are cumulative and Veeam shall be entitled to pursue any and all remedies available at law or equity. Acceptance of all or any part of the Goods that are part of this Order by Veeam after the specified delivery date shall not constitute a waiver of any claims that Veeam may have for delays in delivery. Supplier retains all risk of loss during shipment and shall be responsible for all damage to the Goods that occurs during shipment. Unless otherwise stated on the face of this Order, all Goods shall be delivered DDP Veeam's facility (the particular location to be specified by Veeam). All delivery designations are INCOTERMS 2010. Goods delivered to Veeam in advance of schedule may be returned to Supplier at Supplier's expense. Supplier shall indemnify Buyer for any costs, fines, penalties or charges arising from Supplier's inaccurate documentation or untimely cooperation. Supplier shall immediately notify Veeam of any known documentation errors.
5. **VEEAM PROPERTY.** Any and all property of Veeam used by Supplier to enable it to perform under the terms of this Order, shall be and remain the property of Veeam and shall not be used by Supplier in the production, manufacture, delivery or design of materials furnished to any other person, and Supplier shall not furnish or make available such property to any other person without Veeam's prior written consent, which may be withheld in Veeam's sole discretion. When this Order has been completed, such property shall be returned or disposed of as Veeam may direct. The same is deemed held on bailment and must be fully insured by Supplier for fire and extended coverage, and Supplier and/or Supplier's insurance shall pay for any loss or damage thereto, excepting reasonable wear and tear.
6. **APPROVALS BY VEEAM.** Supplier agrees not to make any changes to the design, materials, specifications or performance of Goods purchased hereunder, as compared to samples furnished, item quoted, specifications or goods originally furnished, without Veeam's approval. Any review or approval by Veeam of any designs, drawings or specifications prepared by or for Supplier in connection with the Goods, will be for Supplier's convenience only and will not relieve Supplier of its responsibility to meet all requirements of this Order.
7. **CHANGES.** Veeam may at any time make changes within the general scope of this Order in any one or more of the following areas: (a) drawings, designs or specifications when the Goods to be furnished are to be specially manufactured for Veeam; (b) method of shipment or packing; (c) place and time of delivery; (d) quantity; or (d) modification of any services. Veeam shall receive an equitable decrease in the purchase price of the Goods based upon any decrease in costs to Supplier as a result of such changes. Supplier shall immediately notify Veeam in writing if any such changes will cause an increase in the cost of, or the time required for the performance of this Order, but any increase in price shall only include reasonable, direct costs that will necessarily be incurred by Supplier as a direct result of the change, and any increase in time required for Supplier's performance shall be limited to a reasonable increase that will necessarily be incurred by Supplier as a direct result of the change. Following receipt of Supplier's notice regarding such increases, if Veeam elects to proceed with the change, any such agreed upon equitable adjustment to the price or delivery schedule, or both, shall be made in writing and signed by both parties. Otherwise, Supplier shall have no right to claim that it is entitled to any adjustment to price or delivery schedule.
8. **INSPECTION.**
 - (a) Inspection of Goods. All Goods shall be subject to inspection and test upon reasonable notice by Veeam, including sites where the Goods are created, to assess: (a) quality; (b) conformance with applicable designs, drawings and specifications; and (c) conformance with Supplier's representations, warranties and covenants. If

any inspection or test is made on Supplier's premises, Supplier, without additional charge, shall provide all reasonable access and assistance for the safety and convenience of the inspectors. Failure by Veeam to inspect or detect defects by inspection and/or testing shall neither relieve Supplier from responsibility for such Goods, as are not in accordance with the Order requirements, nor impose liability on Veeam.

(b) Inspection of Records. Veeam shall have the right upon reasonable notice to inspect and audit all records maintained by Supplier in connection with this Order during the term hereof and for a period of three (3) years thereafter. Such inspection and/or audit shall be conducted at Veeam's expense during normal business hours at Supplier's principal place of business. Supplier agrees to cooperate fully in any such inspection.

9. **DEFECTIVE OR NONCONFORMING GOODS.** If any Goods are found at any time prior to expiration of warranty to be defective or otherwise not in conformity with the requirements of this Order, including any applicable drawings and specifications, Veeam, in addition to other rights and remedies it may have at law or in equity, at its option and sole discretion may, at Supplier's expense, exercise any one or more of the following rights: (a) rescind this Order without liability, and Supplier shall immediately reimburse Veeam for any prior payments received by Supplier from Veeam for such Goods; (b) reject and return any Goods that are the subject of this Order, and Supplier shall indemnify Veeam for all reasonable expenses incurred thereby, including, but not limited to, reasonable expenses connected with packaging, transportation and storage of such rejected Goods; (c) take action to cure all defects and/or bring the Goods into conformity with all requirements, and all costs, expenses and other reasonable charges incurred by Veeam shall be immediately due and payable by Supplier; (d) withhold total or partial payment; (e) require Supplier to immediately replace non-conforming Goods with Goods that conform to this Order, and Supplier shall perform any tests requested by Veeam to verify conformance to this Order, all at Supplier's expense; and/or (f) order goods similar to the Goods from another supplier, and Supplier shall pay to Veeam within five (5) business days after demand, the extra costs incurred by Veeam in obtaining such similar goods. Supplier shall pay all necessary costs and expenses to get parts and/or Goods repaired or replaced in the field if repair or replacement in the field of such parts and/or Goods is reasonably necessary due to a failure of the Goods provided by Supplier.
10. **WARRANTIES.** Supplier warrants that all Goods provided pursuant to this Order will be free of all claims of any nature, including without limitation, title claims, and Supplier will cause any lien or encumbrance asserted to be discharged, at its sole cost and expense, within thirty (30) days of its assertion. Supplier further warrants that all Goods: (a) will be of merchantable quality; (b) will be new unless otherwise specified by Veeam; (c) will be of the highest quality and free from all defects in design, workmanship and material; (d) will be fit for the particular purpose for which they are intended; (e) will not infringe any patent now existing or which Supplier knows is currently pending in the US or any foreign country; (f) will be manufactured, processed, packaged, labeled and shipped in accordance with all applicable federal, state and local statutes and regulations governing the manufacture, processing, packaging, labeling and shipment of the Goods; and (g) will be provided in strict accordance with all specifications, samples, drawings, designs, descriptions or other requirements approved or adopted by Veeam. Furthermore, Supplier represents and warrants that, in connection with any services delivered hereunder it will: (i) maintain all necessary licenses and consents and comply with all relevant laws applicable to the provision of the services; (ii) comply with all applicable rules, regulations and policies of Veeam, including security procedures concerning systems and data and remote access thereto, building security procedures, and general health and safety practices and procedures; (iii) perform the services with all due care and skill in accordance with industry best practices and applicable law; (iv) obtain Veeam's written consent prior to utilizing a subcontractor to provide services to Veeam and shall remain fully responsible for the compliance of any subcontractor and its employees with this Order (nothing contained in this Agreement shall create any contractual relationship between Veeam and any subcontractor or supplier of Supplier); (v) require each approved subcontractor to be bound in writing by the confidentiality of this Agreement; (vi) ensure that all persons, whether employees, agents, subcontractors, or anyone acting for or on behalf of the Supplier, are properly licensed, certified or accredited as required by applicable law and are suitably skilled, experienced and qualified to perform the Services to perform the Services; (vii) ensure that all of its equipment used in the provision of the Services is in good working order and suitable for the purposes for which it is used, and conforms to all relevant legal standards and standards specified by Veeam; and (viii) keep and maintain any Veeam equipment in its possession in good working order and shall not dispose of or use such equipment other than in accordance with the Veeam's written instructions or authorization. Any attempt by Supplier to limit, disclaim, or restrict any such warranties or remedies by acknowledgement, by any written warranty provided by Supplier or otherwise, shall be null, void and ineffective. Any Goods failing to meet the warranties in this section shall be considered defective. The warranty shall run to Veeam, its successors, assigns, and the users of Goods covered by this Order. If any Goods are found to be defective then, in addition to the other rights and remedies it may have at law or in equity, Veeam, at its option and sole discretion and at Supplier's expense, may exercise its rights under Section 9. Any repaired or replaced Good shall carry warranties on the same terms as set forth above. Supplier further warrants it has the right to enter into this Order.

Data Privacy

COMPLIANCE WITH LAWS AND RULES a) Laws and Rules. Supplier must comply with all applicable laws, regulations, ordinances, Supplier Code of Conduct and Manual in connection with its participation in an Event, including but not limited to rules of the Digital Sponsor Hub and the terms, conditions, and rules issued by Organizer from time to time in connection with an Event. b) Data Protection. To the extent that either Party is processing personal data as data controller under this Order, it shall comply with all applicable laws that relate to data protection, privacy, including without limitation, the General Data Protection Regulation (EU 2016/679) and any relevant national laws implementing Directives 95/46/EC, 2002/58/EC 7 97/66/EC and the California Consumer Privacy Act (CCPA) all as amended or replaced from time to time. When processing personal data both parties undertake to comply with all the relevant privacy provisions set out by the applicable data protection law(s) including but not limited to, notify individuals of the categories of personal data collected and the purpose of the processing, collect granular consent for specific purposes (e.g. marketing, profiling, etc.), inform individuals of their data subject's rights, retain personal data collected for as long as necessary to carry out the processing, comply with the Do not Sell provisions under CCPA. For the purposes of this clause the terms "data controller", "personal data", "process", "processing" and "data subject" shall have the meanings prescribed under the General Data Protection Regulation (EU 2016/679). c) Third-Party Proprietary Rights. Supplier agrees that it will not violate any proprietary rights of third parties in connection with its participation in the Event, including but not limited to the performance, distribution, or posting of copyrighted material without a license, assignment, or other legally effective permission. d) Taxes and Licenses. Supplier is solely responsible for obtaining any licenses and permits, and payments of all taxes (including sales and use taxes), license fees, or other charges applicable to its participation in the Event, including taxes collected by Organizer.

11. TERMINATION.

(a) Termination without Cause. Veeam may terminate all or any part of this Order without cause at any time by written notice to Supplier. Upon a termination without cause, Veeam shall pay Supplier for any Goods that were delivered (including services rendered) and accepted prior to Supplier's receipt of the termination notice, and Veeam shall have no further liability to Supplier.

(b) Termination with Cause. Veeam may terminate the whole or any part of this Order upon written notice to Supplier, if Supplier: (i) fails to perform within the time specified or any written extension granted by Veeam; (ii) fails to make progress which, in Veeam's reasonable judgment, endangers performance of this Order in accordance with its terms; or (iii) fails to comply with any of the terms of this Order. Such termination shall become effective if Supplier does not cure such failure within ten (10) days of receiving Veeam's written notice of default. Upon termination, Veeam may procure at Supplier's expense and upon terms it deems appropriate, goods or services similar to those so terminated. Supplier shall be liable to Veeam for any excess costs for such similar goods and for any other damages incurred by Veeam due to Supplier's failure to perform. Supplier shall continue performance of this Order to the extent not terminated. As an alternate remedy and in lieu of termination for default, Veeam, at its sole discretion, may elect to extend the delivery schedule and/or waive other deficiencies in Supplier's performance, with Supplier remaining liable for any resulting costs, expenses or damages.

(c) Termination Due to Insolvency. Veeam may immediately terminate this Order without liability to Supplier, except for Goods delivered and accepted prior to termination if: (i) Supplier ceases to conduct its operations in the normal course of business; (ii) Supplier fails to meet its obligations as they mature; (iii) any proceeding under the bankruptcy or insolvency laws is brought by or against Supplier; (iv) a receiver for Supplier is appointed or applied for, or an assignment for the benefit of creditors is made; or (v) in Veeam's reasonable judgment, Supplier's condition, financial or otherwise, shall be such as to endanger its performance hereunder.

12. **FORCE MAJEURE.** The failure of either Party hereto to comply with the terms and conditions hereof because of an act of God, strike, labor troubles, war, fire, riot, hurricane, earthquake, acts of domestic terrorism preventing travel to the venue, actions of governmental authorities (federal, state, or local), unavailability of power, transportation, or materials, World Health Organization or Center for Disease Control issues an advisory preventing at least 20% of attendees from traveling within a 10 mile radius of the venue, or a condition otherwise making it illegal or impossible to hold the Event (each an "event of Force Majeure"), shall not be deemed a breach of this Agreement. In such event this Agreement may be terminated by written notice from one Party to the other without financial penalty; or, at the option of the Parties, the Event may be rescheduled to a later date. If the Event is canceled, Veeam will be entitled to a full refund.

13. **INDEMNITY.** Supplier shall defend, indemnify, and hold harmless Veeam and its affiliates, subsidiaries and parent companies, and its and their respective directors, officers, employees, agents, representatives, successors and assigns (collectively, the "Indemnified Parties"), against any and all suits, actions, proceedings, claims, allegations, demands, losses, judgments, damages, costs, expenses (including reasonable attorneys'

fees), or liabilities arising out of or in connection with: (a) any act or omission of Supplier, its agents or employees; (b) a breach of any warranty, covenant or agreement by Supplier, its agents or employees; (c) any accident, occurrence or injury to persons or property that is caused by or alleged to be caused by, Supplier, its employees, subcontractors, or agents; (d) any government recall or other action required to assure the safety of consumer products that is caused in whole or in part by the Goods; and (e) Supplier's failure to comply with any applicable law or regulation.

14. **INSURANCE.** During the term of this Agreement, Supplier shall, at its own expense, maintain and carry all applicable and appropriate insurance, (including, without limitation, business, workers' compensation, auto, errors and omissions, professional and commercial general and liability insurance) in an amount consistent with Supplier's industry practice. Each policy shall name the Indemnified Parties as a loss payee or additional insured, as applicable. Upon Veeam's request, Supplier shall provide Veeam with a certificate of insurance from Supplier's insurer evidencing the insurance coverage specified in this Order. Except where prohibited by law, Supplier shall require its insurer to waive all rights of subrogation against Veeam's insurers and the Indemnified Parties. The insurance coverage required herein shall be provided by an insurance company or companies with an A.M. Best's rating of A- or better. Supplier's insurance coverage shall be primary to any coverage Veeam may have whether pursuant to or independent of this Order. The insurance requirements set forth herein are minimum coverage requirements and are not to be construed in any way as a limitation of Supplier's liability under this Order.
15. **ASSIGNMENT.** Supplier may not assign (including by change of ownership or control) this Order or any interest herein including right to payment, without Veeam's prior written consent, which consent shall not be unreasonably withheld. Should Veeam grant consent for Supplier to assign this Order, Supplier and the assignee shall remain jointly and severally liable for all of Supplier's obligations hereunder.
16. **PROPER BUSINESS PRACTICES.** Supplier shall act in a manner consistent with good industry practices and agrees not to pay, promise or authorize the payment of any money or anything of value, directly or indirectly, to any person for the purpose of illegally or improperly obtaining or retaining business in connection with this Order and to promptly report to Veeam, by notice to its General Counsel at the address set forth on the face of the Order, any conduct by Veeam's employees in connection with this Order that appears to violate good business practices. Supplier represents, warrants, certifies and covenants that it will take appropriate actions to provide a safe and healthy workplace for its employees and to protect local environmental quality. Further, in the execution of its obligations under this Order, Supplier shall take the necessary precautions to prevent any injury to persons or to property.
17. **COMPLIANCE WITH LAWS.** Supplier represents, warrants, certifies and covenants that it will comply with all applicable provisions of any federal, state, provincial or local law or ordinance and all lawful orders, rules, and regulations issued thereunder, including without limitation, those dealing with the environment, health, safety, labor, data privacy, and records retention. Supplier agrees to cooperate fully with any audit or inspection efforts of Veeam intended to verify compliance by Supplier with Sections 15 and 16 of this Order. Supplier further agrees to provide at Veeam's request certificates relating to any applicable legal requirements under this Order, in form and substance reasonably satisfactory to Veeam. Furthermore, Supplier shall not receive or process personal information unless it has executed Veeam's Data Privacy Addendum.
18. **CONFIDENTIAL INFORMATION AND PUBLICITY.** Each Party will treat as confidential all information identified in writing as confidential by the other Party at the time of disclosure or, if disclosed orally, confirmed in writing by the disclosing Party ("Disclosing Party") as confidential within thirty (30) days of the oral disclosure, or any information which by each nature should reasonably be deemed confidential by the Receiving Party ("Receiving Party") ("Confidential Information"); will use such Confidential Information only for the purpose of fulfilling its obligations under this Order and for no other purpose; will disclose such Confidential Information only to those of its employees reasonably requiring the same and only for the purpose of performing its obligations under this Order; will apprise such employees of their duty to protect such Confidential Information to the same extent that the Receiving Party is bound hereunder; and will use the same standard of care to protect such Confidential Information which it uses to protect confidential information of its own against unauthorized use or disclosure, which standard of care shall be, at a minimum, to use reasonable efforts to protect such Confidential Information. Nothing contained herein shall in any way restrict or impair either Party's right to use, disclose or otherwise deal with any information or data received from the other Party, directly or indirectly, which: (a) at the time of disclosure is generally available to the public or later becomes generally available to the public through no act of the Receiving Party; (b) was in the receiving party's possession as a matter of record

prior to its disclosure to the Receiving Party; (c) is independently made available to the Receiving Party as a matter of right by a third party; (d) as a matter of record is independently developed by the Receiving Party; or (e) is required by court order or otherwise by law to be disclosed, in which event the Receiving Party shall notify the Disclosing Party prior to any required disclosure, and the receiving party shall, upon the request and at the expense of the Disclosing Party, cooperate with the Disclosing Party in contesting any such disclosure. Upon written request at any time, each party will return to the other Party all documentation containing Confidential Information of such other Party and all copies of the same in the Receiving Party's possession. The obligations under this Section 17 shall continue for three (3) years following the completion or earlier termination of this Order. Supplier shall not use Veeam's name or any adaptation or variation of Veeam's name or Veeam's trademarks, tradenames or logos in any advertising, promotional material, or other publication, or otherwise publicize or communicate the parties' business relationship without Veeam's prior written approval, which may be withheld in Veeam's sole discretion.

19. **INTELLECTUAL PROPERTY.** The designs and specifications of any Goods or deliverables, which are customized for Veeam by Supplier, shall be the property of Veeam, and such designs and specifications shall be used by Supplier only for Veeam. Supplier shall defend, indemnify and hold the Indemnified Parties harmless from and against all losses, liabilities, damages, costs and expenses (including reasonable attorneys' fees) arising from any and all claims, suits, actions or other proceedings brought against any of the Indemnified Parties, alleging that the manufacture, sale, offer for sale, or use of any Goods or deliverables (including software) provided under this Order constitute (a) an infringement of any patent, copyright, trademark or other intellectual property right of a third party; or (b) a misappropriation of any trade secret rights of a third party; or (c) a breach of a confidential or fiduciary relationship or other legal duty owed to a third party. Veeam shall notify Supplier in writing promptly after becoming aware of any such claim, suit, action or proceeding and shall provide authority, information and assistance (at Supplier's expense) for the defense of same, and Supplier shall pay all damages, costs and expenses associated with the resolution of any such claim, suit, action or proceeding, whether by litigation, arbitration, mediation or settlement. Further, if the use of any Goods by any of the Indemnified Parties is enjoined, Supplier shall, at its expense and its option, either procure for Veeam the right to continue using the Goods or replace the same with a non-infringing equivalent acceptable to Veeam.
20. **PACKING, PRESERVATION AND MARKING.** Packing, preservation and marking of the Goods will be as specified on the face of this Order, or if not specified, best commercially accepted practice will be used, and at a minimum consistent with applicable law and the requirements of the common carrier transporting such Goods. The Country of Origin for all Goods shipped across international borders shall be marked in a conspicuous location as legibly, indelibly and permanently as the nature of the article or container will permit, so as to clearly indicate to Veeam and customs the origin of the Goods. A packing slip must accompany each box or package and a copy of such packing slip shall be mailed separately to Veeam on the date of shipment to the destination point.
21. **GOVERNING LAW; DISPUTE RESOLUTION.** This Order shall in all respects be governed by and construed in accordance with the substantive law of (i) the State of New York, including its provisions of the Uniform Commercial Code, without regard to its principles of conflicts of law, and of the United States, if the Order is for Goods or Services delivered within the United States, or (ii) the laws of the country where the Veeam office receives the Goods or Services for all other Orders. The parties expressly disclaim applicability to this Order of the United Nations Convention on Contracts for the International Sale of Goods if such convention would otherwise be applicable. Veeam and Supplier shall attempt amicably to resolve any controversy, dispute or difference arising out of this Order, failing which either party may initiate litigation. Whether in Federal or State Court, litigation may be brought only in (i) the State of New York for all Orders delivered within the United States, or (ii) the country of the Veeam office which receives the Goods or Services for all other Orders. The parties submit to the jurisdiction of said courts and waive any defense of forum non conveniens. Supplier may bring an action, regardless of form, arising out of this Order no more than one year after the cause of action has arisen or the date such cause of action was or should have been discovered. Except to the extent otherwise provided in the next sentence, each of the parties hereto shall pay the costs and expenses incurred by such party in connection with this Order and the transactions contemplated hereby. In any litigation, arbitration, or other proceeding by which one party either seeks to enforce its rights under this Order (whether in contract, tort, or both) or seeks a declaration of any rights or obligations under this Order, the prevailing party shall be awarded its reasonable attorney fees, and costs and expenses incurred.
22. **WAIVER.** No claim or right arising out of a breach of this Order can be discharged in whole or in part by a waiver or renunciation unless supported by consideration and made in writing signed by the waiving party. Either party's failure to enforce any provision hereof shall not be construed as a waiver of such party's right

thereafter to enforce each and every such provision.

23. **FINANCIAL INFORMATION.** Supplier shall from time to time provide Veeam with such financial and other information concerning Supplier as Veeam may reasonably request to confirm that Supplier has the financial strength and stability to perform its obligations under this Order. Any financial information provided by Supplier shall be prepared in accordance with generally accepted accounting principles and shall fairly present the financial condition and results of operations of Supplier for the indicated period.
24. **RELATIONSHIP OF PARTIES.** Supplier is an independent contractor with respect to the performance of its obligations hereunder. Nothing contained herein shall be deemed to create the relationship of partner, principal and agent, employer and employee or joint venturer between the parties. Supplier has no right or authority to incur obligations of any kind in the name of or for the account of Veeam, nor to commit or bind Veeam to any contract or other obligation.
25. **NOTICES.** All notices, requests or demands and other communications hereunder shall be in writing and delivered personally or by a nationally recognized overnight delivery service to the intended recipient at its address specified on the face of this Order. Such notices, requests, demands, and other communications, shall be deemed to have been fully given when signed for (if delivered personally) or the next business day (if delivered by overnight delivery service). Copies of all notices sent to Veeam shall also be sent to: Veeam Software Corporation, 8800 Lyra Drive, #350, Columbus Ohio 43240 Attn: VP, Procurement. Any party may change its address for the purpose of receiving notices to any other address by giving notice in accordance with this section.
26. **SUPPLIER CODE OF CONDUCT.** Veeam's Supplier Code of Conduct can be viewed through the following [link](#). This Code of Conduct reflects Veeam's values, outlines all principles expected to be followed by our suppliers. Please read the Code of Conduct carefully and in case of questions / concerns contact us at complianceoffice@veeam.com. It is further acknowledged, by continuing to do business with Veeam, you commit to adhering to this Supplier Code of Conduct.
27. **MISCELLANEOUS.** Nothing contained in this Order shall be construed as a requirement or condition that Veeam purchase Goods from Supplier on an exclusive basis, and Veeam may purchase goods similar to the Goods from any other vendor without limitation. This Order, with documents as are expressly incorporated by reference, is intended as a complete, exclusive and final expression of the parties' agreement with respect to such terms as are included herein. No course of prior dealings and no usage of trade shall be relevant to determine the meaning of this Order even though the accepting or acquiescing party has knowledge of the performance and opportunity for objection. The term "including" shall mean and be construed as "including, but not limited to", unless expressly stated to the contrary. The invalidity, in whole or in part, of any of the foregoing sections of this Order shall not affect the remainder of such sections of this Order. All provisions or obligations contained in this Order which by their nature or effect are required or intended to be observed, kept or performed after termination or expiration of this Order will survive and remain binding upon and for the benefit of the parties, their successors and permitted assigns including, without limitation, Sections 1, 4, 5, 8, 9, 10, 12, 13, 17, 18, 20, 21, 25, 26 and 27.

In case of questions please reach out to Supplier.Enablement@veeam.com

Connect With Us

1-800-691-1991

9am - 8pm ET





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