

## STREAMONE ION PLATFORM TERMS FOR RESELLERS

### **BY ACCEPTING THESE TERMS, YOU ACKNOWLEDGE THAT YOU HAVE READ THESE TERMS, THAT YOU UNDERSTAND THEM, AND THAT YOU (AND YOUR COMPANY) AGREE TO BE BOUND BY THESE TERMS AND CONDITIONS**

These StreamOne ION (hereby referred to as “ION”) Platform Terms for Resellers (“Terms”) are a contract between a Reseller and the TD SYNnex entity that provides access to ION and the Marketplace, and performs the relevant Services. If You are accepting these Terms on behalf of or as the Reseller, You represent and warrant that You have the authority to act on behalf of, and to bind such entity to these Terms. In all such cases, each reference to “You” and “Your,” or “Reseller” in these Terms shall refer to You or to the Reseller You represent, as applicable.

### **1. SCOPE**

By accepting these Terms, You may participate in TD SYNnex’ Resold Cloud Service Programs (“Programs” or “Cloud Programs”). ION allows You to associate with one or more Cloud Service Providers (“Cloud Provider”) and You may choose to create Your branded storefront within ION.

The TD SYNnex Terms and Conditions of Sale (“Terms and Conditions of Sale”) available on websites <https://eu.tdsynnex.com/terms-conditions> and <https://eu.tdsynnex.com/country-specific-terms-of-sale> are incorporated by reference in these Terms.

As you decide to associate with separate Cloud Providers or Cloud Programs, specific terms and conditions, so-called Pass-Through Terms, can apply in addition, which are available here: <https://eu.tdsynnex.com/streamone-ion-platform>. These Pass-Through Terms, if any, will supplement and form a part of these Terms. You will pass on these terms and conditions to Your Customers, as far as this is necessary. TD SYNnex may change the above terms and conditions from time to time. In such event, TD SYNnex will post the updated terms on the above web pages. You agree to be bound by such updated terms and conditions. It is Your responsibility to review these links from time to time.

In the event of any conflict between the Terms and Conditions of Sale and these Terms, these Terms shall prevail. In the event of any conflict between these Terms and the Pass-Through Terms, the Pass-Through Terms shall prevail.

### **2. CONTACT INFORMATION AND ACCOUNT ADMINISTRATION**

- A. **Contact Information.** It is Your responsibility to keep Your contact information associated with Your account, including the identity of individual contact persons, updated in ION. If You miss any important notices, announcements, or other information associated with Your account because You failed to keep your contact information updated, You waive any objection that You may have based on lack of notice.
- B. **Account Administration.** You may be able to specify certain persons as owners or any other type of user, who will have rights and controls over Your use of ION, including but not limited to Cloud Programs and Customer Accounts. This may include placing Orders (which may incur fees), creating, de-provisioning, monitoring or modifying

Customer Accounts, and setting End User permissions; and managing access to data. These users may also manage accounts previously registered using an email address belonging to Your domain.

- C. **Responsibility for User.** You are responsible for understanding the settings and controls for ION and the Cloud Program(s) You use and for controlling whom You allow to become a user. You are responsible for compliance with these Terms by all Your users, including for any payment obligations. You are responsible for the activities of all Your users, including Orders they may place and how users use Your data or Your End Users data, even if those users are not from Your organization or domain. TD SYNnex may display certain terms to users including at sign up, account creation, registration. When using our white label feature, You are responsible for displaying the AUP terms to users, and You are responsible for any damages resulting from Your failure to do so. TD SYNnex is not involved in any arrangements between You or Your End Users and You assume exclusive responsibility for the lawfulness of any arrangement entered into via ION. TD SYNnex expressly excludes any liability for this.

### **3. TERM AND TERMINATION**

- A. **Term.** These Terms take effect upon TD SYNnex’s acceptance (“Effective Date”) and will continue until terminated. Following the Effective Date, and upon validation that You are authorized by Cloud Providers to resell Services through the Cloud Program, if any such authorization is required, TD SYNnex shall commence performance of activities identified in these Terms.
- B. **Termination.**
  - i. **Termination Without Cause.** These Terms may be terminated by either party without cause on thirty (30) days’ written notice. If TD SYNnex terminates these Terms or provides You with any other notice under these Terms, TD SYNnex will notify You at the email address indicated in Your Account information. Termination of these Terms without cause does not automatically terminate any active Orders. You may close customer accounts and may terminate Orders at any time without cause. Term-based Orders may be subject to termination fees.
  - ii. **Termination for Cause.** TD SYNnex may suspend or terminate Your access rights to ION including

the Marketplace if: (a) You violate the Acceptable Use Policy (“AUP”) as defined in these Terms; or (b) You are otherwise in breach of any of the terms and conditions of any of Your agreements with TD SYNnex and fail to cure the breach within five (5) business days of notification of breach.

- iii. Effect of Termination. You are liable for the fees associated with Orders You or Your Customers place up to and including the date of termination. Unless Orders are otherwise terminated as provided herein, all of Your active Orders automatically terminate 90 days following termination of these Terms.

#### 4. DEPLOYMENT STAGES

Deployment Stages. Deployment is not immediate but takes several steps, during which Your involvement and participation is crucial:

- i. Setup. The initial setup stage of the deployment process begins when TD SYNnex will grant the necessary permissions for Your use of ION.
- ii. Environment Readiness. When the setup is completed, TD SYNnex will work with You in an initial onboarding session. You will receive access to ION and its associated Programs.
- iii. Operational Readiness. Your use of ION and the Marketplace, if You elect to participate in that Program, may include a great deal of personalization. You will use the Operational Readiness stage to define the operational process You will use to manage customer accounts within ION and the Marketplace and to set up Your End User ION Portal as may be applicable.
- iv. Operationally Ready. When You have completed customizing the online experience for Your End Users.

#### 5. CHANGE MANAGEMENT

TD SYNnex may make changes to ION that may affect these Terms, Cloud Programs, or the Marketplace from time to time without notice.

Updates may modify or delete certain features and/or functionalities of ION. You agree that TD SYNnex has no obligation to (i) provide any updates, or (ii) continue to provide or enable any particular features and/or functionalities to You.

You agree that all updates or any other modifications will be subject to these Terms and deemed to constitute an integral part of ION.

#### 6. SERVICE LEVEL AGREEMENT

- A. Agreement Overview. This Service Level Agreement (“SLA”) applies to ION and the Marketplace. The purpose of this SLA is to ensure that the proper elements and commitments are in place to provide consistent service support and delivery to You and Your Customer(s).
- B. Service Agreement. TD SYNnex will provide support as follows: support email is monitored twenty-four (24) hours per day. Your representative must be available, if

required, when TD SYNnex attempts to resolve Your request for support.

- C. Service Requests. When You make a request for support services, TD SYNnex will forward your request to the appropriate Cloud Provider, and a priority level will be assigned to Your request.
  - i. High Priority. When Your access to ION or the Marketplace is “down” or there is a critical impact to Your business operations due to an apparent problem with ION or the Marketplace, Your service request may be assigned a high priority level. High priority issues include security vulnerabilities, business continuity issues, and service continuity issues. To resolve high priority issues, both You and TD SYNnex must commit all commercially reasonable resources to resolve the situation.
  - ii. Medium Priority. When the performance of an existing service is impaired, impacted, or downgraded, but most business operations remain functional, Your service request may be assigned a medium priority level. Medium priority issues include issues impacting functionality where no work around has been provided. To resolve medium priority issues, both You and TD SYNnex must commit full-time commercially reasonable resources during normal business hours to resolve the situation.
  - iii. Low Priority. When the operational performance of Your service is impaired, but most business operations remain functional or if You require information or assistance with product/service capabilities, installation, or basic configuration, where there is little or no effect on Your business operations, Your service request may be assigned a low priority level. Low priority issues include minor user interface issues, issues where functionality is not affected, and issues where a work around is provided. To resolve low priority issues, both You and TD SYNnex must commit commercially reasonable resources during normal business hours to review Your service request.
- D. In support of services outlined in this SLA, TD SYNnex will respond to service related incidents and/or requests that You submit within the following time frames: (i) for high priority issues, within 8 hours; (ii) for medium priority issues, within 48 hours; or (iii) for low priority issues, within 5 business days. Such response may include remote assistance.

#### 7. ACCEPTABLE USE POLICY

- A. For the term of these Terms, You have the non-sublicensable (except as expressly provided for herein), non-transferable and non-exclusive right to access and use ION, the Marketplace, Services or any related software (collectively the “Software”) in connection with Your own business and operations for the purposes and to the extent required to resell cloud services offered through ION or the Marketplace to Your customers. If, to the extent and as long as permitted by platform functionalities, You may permit Your customers to access and use the Software for

the purposes and to the extent required to purchase cloud services offered through ION or the Marketplace from You.

- B. You agree – unless and to the extent permitted by applicable mandatory law – not to modify, port, adapt, translate, frame the Software, or to reverse engineer, decompile, disassemble or otherwise attempt to discover the source code of such Software. You shall not sublicense, assign or transfer the Software or any rights in the Software, or authorize or permit any non-public portion of the Software to be accessed by another individual or entity other than employees and individual contractors (e.g., temporary employees) of Yours that have been authorized by You to access the non-public portions of the Software.
- C. You may download and make copies of the Software documentation for Your internal use, but no more than the amount reasonably necessary. You must retain on all such copies all copyright and other proprietary notices that appear on or in such documentation.
- D. The Software and any copies that You are authorized to make are the intellectual property of TD SYNnex and its licensors. The structure, organization, and code of the Software are the valuable trade secrets and confidential information of TD SYNnex and its licensors. The Software is protected by copyright, including without limitation by United States Copyright Law, international treaty provisions, and applicable laws in the country in which it is being used. Except as expressly stated herein, access to the Software does not grant to You any intellectual property rights in the Software.
- E. You must and must procure that the End User take all reasonable measures required to prevent unauthorized access to ION, the Marketplace, the End User ION Portal, as well as any products and Services (“Portals”). This includes, but is not limited to the obligation to: (i) permit access to the Portals only to/by dedicated authorized persons; (ii) reasonably ensure that such authorized persons keep confidential and do not share with any third party any access data to the Portals; (iii) reasonably ensure that such authorized persons only access and use the Portals within the scope of their respective authorizations; (iv) reasonably ensure that any persons that may have access to or may use the Portals receive adequate regular security awareness training; AND (v) enable any optional multi-factor authentication functionality (“MFA”) and implement and maintain any other reasonable state-of-the-art technical and organizational security measures.
- F. In the event TD SYNnex gains knowledge of any facts indicating that You or the End User are in breach with the obligations under Section 7E and/or that a Portal provided to You or the End User is accessed or used by an unauthorized person and to the extent such breach or unauthorized access or use may potentially cause damage to TD SYNnex, TD SYNnex has the right, but is under no obligation to suspend Your or the End User’s access to the Portals until the breach or unauthorized access or use is remedied. TD SYNnex will take reasonable steps to inform You and/or the End User of any such potential breach or unauthorized access or use in order to give You and the End User the opportunity to disprove or remedy such breach or unauthorized access or use before any

suspension, unless an immediate suspension is reasonably required to prevent damage to TD SYNnex, You or the End User. Other rights of TD SYNnex in relation to the breach or unauthorized access, including but not limited to any right to terminate the access to the Portals for cause or to claim for damages, shall remain unaffected.

- G. TD SYNnex has the right to audit Your and the End User’s compliance with the obligations under the Acceptable Use Policy in case there are facts indicating that You or the End User is in breach with such obligations or without such indication once in every 12 months period. TD SYNnex will give You or the End User respectively reasonable advance notice of such audit, unless an advance notice would defeat the purpose of the audit. You must and must procure that the End Users reasonably allow for and contribute to such audit. This includes but is not limited to permitting remote screening of Your or the End User’s IT environment for MFA activation.

## 8. SOFTWARE IMPROVEMENT

You grant to TD SYNnex and its licensors a worldwide, non-exclusive, perpetual, irrevocable, fully paid, royalty-free, sublicensable license to use and incorporate into ION and the Software any suggestions, enhancement requests, recommendations or other feedback regarding features of functions of the Software provided by You relating to ION and the Software. You may not extract any intellectual property from ION and the Software, and any improvement to ION/Software for use separately.

## 9. PARTNER APIs

Partner APIs (application programming interfaces which are made available to You from time to time, as and when updated by TD SYNnex) is an optional Service provided by TD SYNnex through a dedicated ION interface. Partner APIs allow You to read or write data in ION, including the Marketplace in an automatic and programmatic way. Partner APIs are available only to You as Reseller and Your End Users exclusively for internal business purposes in order to create interoperability and integration between ION and other products, services or systems You and/or End User use internally. TD SYNnex reserves the right at any time to modify or discontinue, temporarily or permanently, Your and/or End User’s access to the Partner APIs (or any part of them) with or without notice. The Partner APIs is subject to changes and modifications, and You are solely responsible to ensure that Your use of the Partner APIs is compatible with the current version. Once You decide to use this service by generating credentials for Partner APIs, the terms and conditions set out in the [Partner API Service Specification Addendum](#) and in these Terms shall apply.

## 10. PRICING, WARRANTY, AND LIMITATION OF LIABILITY

- A. TD SYNnex is offering You access to ION without charge. Pricing for Your use of ION to manage and provision accounts, to make Orders, and to otherwise engage with Your Customers and with Cloud Providers, is unique for each Cloud Program in which You participate. Those



pricing terms will be addressed in separate Cloud Program terms.

- B. YOU ACKNOWLEDGE AND AGREE THAT ION, THE MARKETPLACE, AND ANY OTHER OFFERINGS MADE AVAILABLE BY TD SYNnex TO YOU UNDER THESE TERMS ARE PROVIDED “AS IS,” WITHOUT WARRANTY OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION ANY WARRANTY OF MERCHANTABILITY, FITNESS FOR PURPOSE, TITLE, NON-INFRINGEMENT, OR THAT THE OFFERING IS FREE OF DEFECTS.
- C. In no event will TD SYNnex be liable for any indirect, special, incidental, consequential damages arising out of any use, or inability to use, any offering made available by TD SYNnex under these Terms, including, without limitation, damages for lost profits, loss of goodwill, work stoppage, computer failure or malfunction, or any and all other commercial damages or losses, even if You advise TD SYNnex of the possibility of such damages. However, nothing in these Terms shall limit or exclude TD SYNnex’s liability for damages under statutory law arising from: (i) death or personal injury caused by negligence or intent; (ii) willful misconduct and gross negligence; (iii) fraud, fraudulent misrepresentation or fraudulent concealment of defects; (iv) under applicable mandatory product liability law; or (v) anything else which cannot be excluded or limited at law. If the Customer contracts with a TD SYNnex Entity having its corporate seat in Germany, in addition to the preceding sentence of this clause, nothing in these Terms excludes or limits: (vi) any strict liability agreed by one party to the other irrespective of negligence or intent; AND (vii) any liability of one party to the other for a breach of a material contractual obligation, provided, however, that, subject to sentence 1 no. (i) to (v) and sentence 2 no. (vi) of this clause, any liability of TD SYNnex for a breach of a material obligation shall be limited to the typical foreseeable damage. Material obligation is an obligation the performance of which is essential to reach the purpose of these Terms or the breach of which would endanger reaching the purpose of these Terms and the performance of which the other party may therefore rely on.
- D. YOU ARE SOLELY RESPONSIBLE FOR ANY CONTENT, APPLICATION, OR SOFTWARE THAT YOU OR YOUR CUSTOMERS LOAD INTO OR CREATE WITHIN ANY SERVICE OR OFFERING. YOU AGREE, AT YOUR SOLE COST AND EXPENSE, TO INDEMNIFY, DEFEND, AND HOLD TD SYNnex HARMLESS – AT FIRST REQUEST – FROM ANY CLAIMS, DAMAGES, LIABILITIES, COSTS, AND EXPENSES OR SETTLEMENT CAUSED NEGLIGENCELY OR INTENTIONALLY BY YOU ARISING OUT OF OR IN ANY WAY CONNECTED WITH: (i) ANY SUCH CONTENT, APPLICATION, OR SOFTWARE, OR ANY LOSS OR CORRUPTION THEREOF; (ii) ANY ACCESS TO THE ION PLATFORM OR THE MARKETPLACE BY NON- AUTHORIZED PERSONNEL; OR (iii) ANY USE OF ANY OFFERING IN COMBINATION WITH OTHER OFFERINGS OR PRODUCTS OR IN VIOLATION OF SECTION 12(E), BELOW.

- E. You must comply with the Cloud Provider’s specifications for any Services. Services are not authorized for use in critical safety or other applications where a failure may reasonably be expected to result in personal injury, loss of life, or serious property damage. If You use or sell the Services for use in any such applications or fail to comply with the Cloud Provider’s specifications, or if Your Customer uses the Services in such applications or makes such failures, You acknowledge that such use, sale, or non-compliance is at Your sole risk.

## 11. TD SYNnex’S RESERVED RIGHTS, NEW PROGRAM AND SERVICES, AND DISCONTINUANCES

- A. Subject to the notice provisions below, TD SYNnex reserves the right to modify or discontinue its Cloud Program(s) or Services. TD SYNnex may, in its sole discretion, discontinue a Program(s) or Service(s) at any time. TD SYNnex will give you ninety (90) days’ notice of the discontinuance of a Program(s) or Service(s). Discontinuance does not affect Orders accepted prior to the date of discontinuance, but new Orders will not be accepted after the date the Program(s) or Service(s) is discontinued.
- B. TD SYNnex may, in its sole discretion, modify a Program(s) or Service(s) from time to time, for example to work with new third party products and services and to stay current with changing standards. TD SYNnex will give you thirty (30) days’ written notice of the modification of and of substantive modifications to a Program or Service description. Such modifications may affect existing and new Orders. Within sixty (60) days of receipt of a notice of modification to a Program or Service, you may cancel your Order for that Program without liability.

## 12. DATA PROTECTION

- A. Each party shall comply with any laws on the protection of personal data applicable to it. It is Reseller’s responsibility to assess and determine products’ suitability and compliance with such laws with regard to the intended use especially in terms of the technical and organizational measures, the engagement of subcontractors, data center locations and transfer of data where relevant.
- B. TD SYNnex processes certain personal data of Reseller and Your Customers or their respective personnel that is collected in connection with the transactions under these Terms in the capacity of a controller. Detailed information on how TD SYNnex processes personal data as a controller may be found in the Privacy Statement available at: [eu.tdsynnex.com/privacy-statement](https://eu.tdsynnex.com/privacy-statement)
- C. TD SYNnex has no access to and is not a processor with regard to personal data processed in the context of Cloud Provider offerings. Where TD SYNnex acting in the capacity of a processor as specifically outlined in the **Details of Processing** which can be found under <https://stream1.freshdesk.com/support/solutions/44000816053> processes personal data on behalf and bound by the instructions of the respective other party, acting in a capacity of a controller on its own behalf or such of a third party, the **TD SYNnex Data Processing Agreement (DPA)** applies and is incorporated by reference herein by

acceptance of these Terms. DPA can be found here: <https://eu.tdsynnex.com/InTouch/MVC/Microsite/Public?categorypageid=1178&msmenuid=15152&corpregionid=50&culture=en-GB>. The TD SYNnex Data Processing Agreement establishes the mandatory minimum required under applicable law with regard to the processing of personal data by a party as a processor on behalf and bound by the instructions of the other party as a controller.

- D. In the case of a transfer of personal data under the Terms to a third country (international data transfer) within the meaning of Art. 44 GDPR and UK law, Exhibit 2 (International Data Transfer) and 3 (UK Addendum) applies. If the international data transfer occurs in connection with the commissioning of sub-processors (Onward Transfer) by TD SYNnex, such Onward Transfers shall be subject to appropriate data transfer mechanisms as required by applicable data protection laws. This includes TD SYNnex entering into the applicable standard contractual clauses with these sub processors.
- E. Nature, purpose and subject matter of processing are defined in this DPA, the Terms and its attachments. Categories of data subjects, types of personal data, special categories of personal data, TOMs and sub-(sub)processors - where relevant - can be found in the Details of Processing (<https://stream1.freshdesk.com/support/solutions/44000816053>). The duration of the processing corresponds to the duration of the Service, unless otherwise stated in the Details of Processing or the Terms. TD SYNnex General Technical and Organizational measures are outlined in EXHIBIT 1 to these Terms and may be amended by additional TOMs as outlined in the Details of Processing. Reseller is obliged to regularly review the Details of Processing upon changes and updates.
- F. Reseller acknowledges and agrees that ION is hosted in a data center in the US and that TD SYNnex processes and stores personal data in the US or in other countries outside European Economic Area in the context of ION and related Services.
- G. Reseller (i) represents that it has in place or undertakes to obtain all necessary authorizations, approvals, contracts, consents and notices to enable lawful use, processing and transfer of the personal data by TD SYNnex, its agents and suppliers as necessary for the performance of these Terms and as described in the Privacy Statement and (ii) shall provide all necessary notices, information and communication (including TD SYNnex's Privacy Statement) about how TD SYNnex uses and processes personal data collected from or provided by Reseller (including transfer of personal data to third parties) without undue delay to the relevant data subject.

### 13. EXPORT COMPLIANCE

Resellers and End Users agree that each, and not TD SYNnex, is responsible for its respective compliance with all export control laws, trade sanctions programs, and import laws applicable to its respective usage of ION and the Services.

Customer content cannot, in whole or part, be controlled under the U.S. International Traffic in Arms Regulation (ITAR).

### 14. DEFINITIONS

The following defined terms shall have the following meanings under these Terms. Except as otherwise expressly defined in these Terms, capitalized terms shall have the same meaning.

**“Marketplace”** is the master catalog of products and services available for resale and also the purchasing of products and services for direct customers.

**“Customer or End User”** shall mean an entity or an individual representing such an entity to which a Service through ION or the Marketplace is sold.

**“Customer Account(s)”** shall mean an Account set up in ION. A Customer Account may have one or more Orders for Services from one or more Cloud Providers.

**“End User ION Portal”** shall mean a separate and unique internet portal created for Your Customers to access ION.

**“Service(s)”** shall mean a product, available from a Cloud Provider through ION or the Marketplace or a cloud based solution that may be a combination of software, services, access to a portal and/or infrastructure.

**“Term-based Order(s)”** shall mean a defined period of time agreed to by the parties for use of a specific product and or service.

**“Service Order or Order”** shall mean a request for Services to be assigned or linked to a ION Customer Account.

**“Cloud Provider(s)”** shall mean the original manufacturer of any software, cloud infrastructure, service offerings, and products made available to Resellers and Reseller's Customers defined under these Terms.

Signature:

Name (please print):

Company (please print):

Title (please print):

Date:

## EXHIBIT 1. Technical and Organizational Measures

### Organizational security controls

Personal data protection is ensured through commitment and accountability:

1. Data protection and privacy related responsible individuals for ensuring information security, incident response and data privacy within the company are identified and roles & responsibilities clearly defined. An email address (or a generic email when applies) will be provided for contacting information security, incident response and data privacy.
2. Periodic technical and organizational security controls assessments/audits are conducted as part of the overall TD SYNEX audit planning to ensure compliance with privacy and Data Protection Laws and Regulations.
3. TD SYNEX as data processor extends the assessment to any sub-processor(s) in scope, ensuring they adhere to terms and conditions no less restrictive than those imposed to the data processor.
4. TD SYNEX takes the following measures to ensure the confidentiality of data and information processed by its employees and contractors:
  - a. NDA signed which includes explicit understanding of risks and responsibilities of personal data processing.
  - b. Adherence and acceptance of the information security, data protection and other related corporate policies (accountability).

### Physical security controls

5. TD SYNEX takes appropriate measures to ensure the physical security of the systems and Personal Data processing environments, including but not limited to the following:
  - a. High availability based on local threats including but not limited to natural disasters, flooding, landslide, etc.
  - b. Fire prevention measures and climatic conditions assurance (temperature, humidity and static electricity)
  - c. Access to systems by personnel is controlled and auditable.
  - d. Data Center (DC) environments are segregated from other business areas by specific physical access controls
  - e. Visitor process in place and published, and visitor log maintained.
  - f. Visitors to the DC environment are escorted at all times.

### Access controls

6. TD SYNEX maintains access controls appropriate to the environment and nature of the services supplied including but not limited to:
  - a. All users, including administrator level users have a unique User ID

- b. Strong passwords are enforced (min. 8 characters, 1 capital, 1 numeric, 1 special character)
  - c. Password recovery method is secure (password request link through corporate email or similar)
  - d. Accounts are locked after several unsuccessful login attempts
  - e. Unused accounts are disabled after a defined period of inactivity
  - f. Access to information systems is restricted according to the role of the individual (need to know)
  - g. Privileged access is reviewed regularly
  - h. More stringent access controls for administrator access are implemented
  - i. Personal data is secured from unauthorised viewing and access. Only authorized users with necessary business need to access to personal data will have related access rights.
  - j. Access rights are formally requested and approved based on business need to know
  - k. Access rights to personal data are revoked after contract termination or default time expiration
  - l. Access logs are stored and available upon request to be reviewed
  - m. Access to personal data is formally audited and tracked, where supported by the applications
  - n. Access logs are stored in a centralized platform
7. Only authorized users with necessary business need to access systems involved in personal data processing have privileged access rights.
    - a. Privileged access rights to systems processing personal data are formally requested and approved based on business need to know
    - b. Privileged access rights to systems processing personal data are revoked after contract termination or role change
    - c. Users with privileged access rights to systems involved in personal data processing are formally reviewed regularly to ensure user's access rights are aligned with business needs
  8. Privileged access logs are stored and available upon request to be reviewed
  9. Privileged access to systems processing personal data are formally tracked
  10. Privileged access logs are stored in a centralized platform

### System security controls

11. Computer systems where personal data processing takes place are protected following "defence in depth" principles. TD SYNEX implements appropriate measures to ensure the security of the relevant Infrastructure including but not limited to:

- a. Use of firewalls and ACLs on routers and switches to isolate networks (VLANs, VRFs, VPNs) and secure zones
  - b. Secure communications between devices and management systems (privileged access or administrator access)
  - c. Operating system configuration is appropriately hardened: Services, applications and ports not used are disabled; guest accounts are removed or disabled; default and vendor supplied passwords are changed
  - d. The most recent security patches are installed on the system as soon as feasible after following a test
  - e. Anti-virus software is installed and regularly updated; scans are run at regular intervals
  - f. Appropriate measures are in place to handle Denial of Service attacks
  - g. Appropriate measures are in place for intrusion detection and/or protection
  - h. Systems and applications are monitored for relevant vulnerability alerts
  - i. Systems are configured to store security relevant logs
  - j. Systems clocks are synchronised using time synchronisation technology
  - k. Systems and processes used for test and development activities are segregated from production systems
  - l. Changes to production systems are performed through a formal process with testing and approvals
12. TD SYNnex ensures that the internal systems and infrastructure are contained within a dedicated logical network (such as VLAN, VRF or VPN). These networks consist of the systems dedicated to delivery of a secure data processing facility and segregated/isolated from the Internet and non-trusted networks.
    - a. Externally facing components are logically segregated from backend components which are not intended to be publicly accessible (e.g. databases and internal services)
    - b. Externally facing components are hardened and protected to resist malicious attack and monitored so that any anomaly can be detected
  13. TD SYNnex's devices (involved in personal data processing) which can connect to the internet do so via a secure internet gateway or proxy service which is configured to perform anti-malware scanning, filtering and monitoring and act as a protective barrier for these devices.
  14. For forensic purpose, TD SYNnex ensures an automated audit trail is implemented for all system components involved in personal data processing to reconstruct the following:
    - a. Individual accesses and actions taken on systems involved in personal data processing
    - b. Invalid access attempts, access to audit trails and enabling/disabling of audit log capabilities
  15. Relevant TD SYNnex infrastructure is scanned regularly to identify the presence of security vulnerabilities, unpatched systems or misconfiguration issues. Security vulnerabilities are fixed in a timely manner: critical and high vulnerabilities are usually fixed within 1 month, moderate/medium within 3 months, low within 1 year.
  16. TD SYNnex ensures any project development and software development integrates 'privacy by default' and 'privacy by design' procedures and checks in order to be compliant with laws and regulations.
    - a. Vulnerability scans are performed and fixed before going live
    - b. Privacy checklist will be applied to identify non-compliance issues and gaps will be fixed before going live
  17. Vulnerability scan results are stored to be able to provide proof that testing has been conducted and required fixes are applied, within the required timescales as documented.
- Data at rest security controls**
18. TD SYNnex ensures that no equipment personally owned by its employees, (including contractors, temporary employees and agency workers) is used to store or process any personal data related to data controller, or when required that requires specific approval and data protection and access controls are enforced through MDM tool.
  19. Personal data is not stored on removable media without explicit approval, and when approved is to be encrypted and deleted from the removable media as soon as practically possible.
  20. Personal data is stored in an encrypted way on servers and clients such as PC, laptop, mobile, wherever technically feasible.
    - a. Full disk encryption applied to end-point devices handling Personal data (PC, laptop, mobile, tablet)
    - b. Removable media containing Personal data encryption is enforced by Cybersecurity and Acceptable Use Policy)
    - c. Media containing backups is encrypted before being transferred to secure off-site storage locations
  21. TD SYNnex ensures that any equipment containing Personal data to be re-used will be cleaned (delete containing data) securely in such a way that the recovery of any information is impossible.
  22. TD SYNnex ensures that any equipment containing Personal data that will not be re-used is physically destroyed in such a way that the recovery of any information is impossible. A proof of destruction process is kept and provided upon request.
- Data in transit security controls**
23. The discussion of Personal data with unauthorised persons either inside or outside the company is not allowed. This



includes (not limited to) social networking sites, blogs, forums, instant messaging, etc.

- a. Whether personal data is sent via email to external email accounts is encrypted using an approved mechanism
  - b. Use of personal email involving TD SYNnex or data controller Personal data is not allowed
24. Connectivity between TD SYNnex's systems and any third party (subcontractor) or the data controller which involves processing of personal data is implemented via secure links with Personal data protected by secure encryption.
25. When remote access to corporate networks or Personal data processing systems via public or non-trusted networks is utilised, the connections are encrypted, and the remote user is strongly authenticated.

#### **Personal Data availability controls**

26. TD SYNnex implements appropriate security measures to ensure the availability of Personal data processed on behalf data controller (and relevant systems involved in processing) and to ensure data subject rights are met. Such measures include but are not limited to availability of appropriate employees, data, services, software/applications, systems, networks and communications systems, and backup processes or backup data.

#### **Incident response security controls**

27. TD SYNnex has an incident response plan and procedures in place to respond to security incidents in accordance with the data protection laws and regulations.
28. TD SYNnex has a Personal data breach notification procedure in place in accordance with the data protection laws and regulations.
- a. Personal data breach is determined by accidental or unlawful destruction, loss, alteration, unauthorized disclosure of, or access to, Personal data transmitted, stored or otherwise processed. It includes any event that is likely to result in a risk to the rights and freedoms of natural persons, including any lack of availability of Personal data
  - b. TD SYNnex determines whether any security incident implies a Personal data breach and if so, will notify data controller without unreasonable delay.
29. TD SYNnex agrees to take necessary measures to carry out any recovery or other action necessary to remedy the security breach.
- a. IR team will take the required actions to contain, respond and restore the availability and access to Personal data in a timely manner
  - b. IR team will analyze circumstances/context to determine the cause
  - c. IR team will identify Personal data involved and affected individuals
30. TD SYNnex agrees to provide the following information (sent through a secure channel) when notifying a security incident: date and time, location, type of incident, impact,

classification of Personal data impacted, status, and outcome or action plan/taken. TD SYNnex provides also with the information regarding to the incident and affected individuals, in order to define if the data subject notification is required.

31. TD SYNnex will support data controller when a forensic analysis (more detailed investigation) is required after the security incident in compliance with data protection laws and regulations. TD SYNnex will provide with information related to the incident, systems involved, and countermeasures applied to reduce impact.

## **EXHIBIT 2. INTERNATIONAL DATA TRANSFER**

### **Standard Contractual Clauses (SCCs)**

By way of acceptance of the Terms, parties agree to be bound by the SCCs which are incorporated herewith by reference, as published by European Commission June 21, EUR-Lex - 32021D0914 - EN - EUR-Lex (europa.eu), MODULE TWO – Controller to Processor (TD SYNnex as Data Importer and You, as Data Exporter) if you are the controller of the Data; and/or MODULE THREE – Processor to Processor (TD SYNnex as Data Importer and You as Data Exporter) if You are processor on behalf of your End Customers ("Clients") for the purposes of these SCCs.

### **Additional scope:**

Switzerland: For data transfers being subject to both, FADP and GDPR, parties agree to this Exhibit 2, the SCCs and the options selected below, and to adopt GDPR as standard for all data transfers, with the following amendments and specifications:

- FDPIC will be the competent supervisory authority in Annex I.C for data transfers governed by FADP.
- The term "member state" in Clause 18 must not be interpreted in a way that data subjects in Switzerland are excluded of suing for their rights in their place of habitual residence in accordance with Clause 18.
- Until entry into force of the revised FADP, SCCs for international data transfers from Switzerland also protect data of legal entities.

For data transfers being exclusively subject to FADP, parties agree additionally that applicable law shall be Swiss law, place of jurisdiction shall be Switzerland and references to the GDPR are to be understood as references to the FADP.

### **Parties herewith select and agree the following options of the SCCs:**

#### **Docking clause**

- (a) An entity that is not a Party to these Clauses may, with the agreement of the parties, accede to these Clauses at any time, either as a data exporter or as a data importer, by completing the Appendix and signing Annex I.A.
- (b) Once it has completed the Appendix and signed Annex I.A, the acceding entity shall become a party to these Clauses and have the rights and obligations of a data exporter or data importer in accordance with its designation in Annex I.A.



- (c) The acceding entity shall have no rights or obligations arising under these Clauses from the period prior to becoming a party.

### Use of sub-processors

**OPTION 2: GENERAL WRITTEN AUTHORISATION** The data importer has the data exporter's general authorisation for the engagement of sub-processor(s) from an agreed list. The data importer shall specifically inform the data exporter in writing of any intended changes to that list through the addition or replacement of sub-processors at least 30 days in advance, thereby giving the data exporter sufficient time to be able to object to such changes prior to the engagement of the sub-processor(s). The data importer shall provide the data exporter with the information necessary to enable the data exporter to exercise its right to object.

### Clause 17 - Governing law

**OPTION 1:** These Clauses shall be governed by the law of one of the EU Member States, provided such law allows for third-party beneficiary rights. The parties agree that this shall be the law of Germany.

### Clause 18- Choice of forum and jurisdiction

- (b) The parties agree that those shall be the courts of Munich.

## APPENDIX I TO THE STANDARD CONTRACTUAL CLAUSES

### A. List of parties

This Appendix forms part of the Standard Contractual Clauses which are incorporated in the Terms by reference and acceptance of the Terms.

#### Data exporter

The data exporter is:

- **MODULE TWO: Controller** – You providing and giving access to personal data in connection with the Service Agreement and in accordance with the details described at <https://stream1.freshdesk.com/support/solutions/44000816053> – which shall be incorporated to this Appendix I by reference.
- **MODULE THREE: Processor** - You providing and giving access to personal data in connection with the Service Agreement and in accordance with the details described at <https://stream1.freshdesk.com/support/solutions/44000816053> – which shall be incorporated to this Appendix I by reference.

Activities relevant to the data transferred under these Clauses:  
The data is transferred to receive Services from the data importer.

#### Data importer - Processor

TD SYNnex

Contact person's name, position and contact details: [privacy@tdsynnex.com](mailto:privacy@tdsynnex.com)

Activities relevant to the data transferred under these Clauses:  
The data is processed to provide Services to the data exporter.

#### Description of Transfer

Categories of data subjects whose personal data is transferred

The personal data transferred concern the following categories of data subjects (please specify):

As described at <https://stream1.freshdesk.com/support/solutions/44000816053> – which shall be incorporated in this Appendix I by reference.

#### Categories of personal data transferred

The personal data transferred concern the following categories of data (please specify):

As described <https://stream1.freshdesk.com/support/solutions/44000816053> – which shall be incorporated in this Appendix I by reference.

Sensitive data transferred (if applicable) and applied restrictions or safeguards that fully take into consideration the nature of the data and the risks involved, such as for instance strict purpose limitation, access restrictions (including access only for staff having followed specialised training), keeping a record of access to the data, restrictions for Onward Transfers or additional security measures.

#### The personal data transferred concern the following special categories of data (please specify):

None

#### The frequency of the transfer (e.g. whether the data is transferred on a one-off or continuous basis).

Continuous

#### Nature of the processing

As described in the Terms and at <https://stream1.freshdesk.com/support/solutions/44000816053> – which shall be incorporated in this Appendix I by reference.

#### Purpose(s) of the data transfer and further processing

As described in the Terms and at <https://stream1.freshdesk.com/support/solutions/44000816053> – which shall be incorporated in this Appendix I by reference.

#### The period for which the personal data will be retained, or, if that is not possible, the criteria used to determine that period

As described at <https://stream1.freshdesk.com/support/solutions/44000816053> – which shall be incorporated in this Appendix I by reference.

**For transfers to (sub-) processors, also specify subject matter, nature and duration of the processing**

As described at <https://stream1.freshdesk.com/support/solutions/44000816053> – which shall be incorporated in this Appendix I by reference.

**B. COMPETENT SUPERVISORY AUTHORITY**

Competent supervisory authority in accordance with Clause 13:  
Bavarian data protection authority

**APPENDIX II TO THE STANDARD CONTRACTUAL CLAUSES**

This Appendix forms part of the Standard Contractual Clauses which are incorporated in the Terms by reference and acceptance of the Terms.

The Technical and Organizational Measures as described in Exhibit 1 of the Terms.

**EXHIBIT 3 – UK****UK Addendum (International Data Transfer Addendum to the EU Commission Standard Contractual Clauses)**

In case of relevant data transfers out of the UK under the Terms, the relevant clauses of the UK Addendum are incorporated by reference with the following selections:

The version of the Approved EU SCCs which this Addendum is appended to is as detailed in Exhibit 2 of the Terms.

**Table 3: Appendix Information**

The “Appendix Information” is as detailed in Exhibit 2 of the Terms.

**Table 4: Ending this Addendum when the Approved Addendum Changes**

The parties right to terminate the UK Addendum shall be as set forth in the Terms and this UK Addendum.