

General Terms and Conditions

1. Preamble

1. When delivering ArrowSphere Platform Services to You within the territory of Austria, the Arrow ECS's Austrian Affiliate, namely Arrow ECS Internet Security AG with offices at Freistädterstraße 236, 4040 Linz, Austria (in the following "Arrow ECS") administers SW Licenses subscriptions exclusively for service providers that sell the services based on such SW Licenses to end-users.

When delivering ArrowSphere Platform Services to You within the territory of Germany, the Arrow ECS's German Affiliate, namely Arrow ECS GmbH with offices at Industriestraße 10a, 82256 Fürstenfeldbruck, Germany (in the following "Arrow ECS") administers SW Licenses subscriptions exclusively for service providers that sell the services based on such SW Licenses to end-users.

When delivering ArrowSphere Platform Services to You within the territory of Switzerland, the Arrow ECS's Swiss Affiliate, namely Arrow ECS Internet Security AG with offices at Hertistraße 1, 8304 Wallisellen, Switzerland (in the following "Arrow ECS") administers SW Licenses subscriptions exclusively for service providers that sell the services based on such SW Licenses to end-users.

2. Arrow ECS is the publisher and operator of the ArrowSphere Platform. It enables You to access to ArrowSphere Platform Services.

3. The use of ArrowSphere Platform Services is reserved either to legal entity or natural person representing a legal entity, located in the Territory.

4. The use of ArrowSphere Platform Services is subject to your acceptance of the following terms and conditions.

5. These terms and conditions constitute a legal agreement between You and Arrow ECS.

6. The parties hereto agree as follows:

2. Definitions and interpretation

2.1. Definitions

7. The following terms shall have the meanings provided below:

ArrowSphere Platform means the online platform named ArrowSphere xSP Central;

ArrowSphere Platform Catalogue means the catalogue accessible at ArrowSphere Platform describing SW Licenses Arrow ECS offers You to subscribe;

ArrowSphere Platform Services means the services provided by Arrow ECS and proposed to You on its ArrowSphere Platform after registering;

Intellectual Property Rights means (i) patents, designs, trademarks and trade names, copyright and related rights, database rights, know-how and confidential information; (ii) all other intellectual property rights and similar or equivalent rights in the world which currently exist or are recognised in the future; and (iii) applications, extensions and renewals in relation to any such rights;

Marks means all worldwide proprietary indications, trademarks, trade names, service marks, symbols, logos and/or brand names;

Supplier means the software publishers providing the SW Licenses for subscription offered through ArrowSphere Platform Catalogue;

Supplier Program Agreement means any agreement You must conclude with Arrow ECS to be afforded to subscribe the SW Licenses and to provide services based on the subscribed SW Licenses to end-users. There is one agreement by Supplier;

SW Licenses means all software licenses provided by the Suppliers for subscription and available on ArrowSphere Platform Catalogue;

Territory means the country of residency of Arrow ECS;

You means any service provider legal entity or natural person representing a service provider legal entity located in the Territory and using ArrowSphere Platform not being a consumer under the laws of the Territory.

2.2. Interpretation

8. The Article headings are for convenience only and shall not affect the interpretation of these terms and conditions.

9. References to the singular include the plural and vice versa, and references to one gender include the other gender.

10. Any reference to a statute, statutory provision or subordinate legislation (together "legislation") shall (except where the context otherwise requires) (i) be deemed to include any bye-laws, licenses, statutory instruments, rules, regulations, orders, notices, directions, consents or permissions made under that legislation and (ii) shall be construed as referring to any legislation which replaces, re-enacts, amends or consolidates such legislation (with or without modification) at any time.

11. Unless specifically provided to the contrary all notices under these terms and conditions shall be in writing.

3. Purpose

12. The purpose of these terms and conditions of ArrowSphere Platform Services is to:

- define the conditions of access and use for You to the ArrowSphere Platform;
- detail the terms under which ArrowSphere Platform Services are proposed to You;
- describe the contractual relationship between You and Arrow ECS.

4. Effective date and opposability

13. According to Article 6, these terms and conditions take effect at the moment of the acceptance by Arrow ECS of your registration in ArrowSphere Platform.

14. You are bound by these terms and conditions during all the time of use of ArrowSphere Platform Services, until their amendment.

15. You shall be informed of any new or changed terms and conditions and the effective date of such by e-mail.

16. If You use ArrowSphere Platform after having received the new terms and conditions, You shall be deemed to have accepted them. In case You do not agree with these new terms and conditions, You are free to terminate this agreement by disabling your account.

5. Conditions of access to ArrowSphere Platform Services

5.1. Approval procedure

17. To access to ArrowSphere Platform Services, You must be approved beforehand by Arrow ECS, at its sole discretion for objective reasons.

18. The approval procedure consists of the following steps:

- You shall complete the identification form by providing certain information and accept these terms and conditions;
- Arrow ECS shall validate your registration by sending You a confirmation email.

19. You certify that information provided in the identification form is up-to-date and materially accurate, notably that You are duly authorized to represent the legal entity and to create an account for this legal entity.

20. The confirmation email You will receive if your registration is validated by Arrow ECS will inform You

of the activation of the login and password You have created while completing the identification form.

5.2. Accessibility

21. All costs relating to the access of the ArrowSphere Platform Services (i.e. costs relating to material, hardware, software, and internet access) shall be borne by You. You are the sole responsible for the proper functioning of your computer equipment.

22. The ArrowSphere Platform Services are accessible 24 hours a day and 7 days a week.

23. Notwithstanding the foregoing, Arrow ECS reserves the right, without notice or compensation, to close temporarily the access to one or more ArrowSphere Platform Services, including without any limitation to perform updates, modifications, or changes in operational methods, servers and hours of availability.

24. To the maximum extent permitted by law, Arrow ECS cannot be held responsible for any damages that could result from these updates, modifications, changes and/or temporarily closure.

6. Your account

25. Subject to payment of the fees for the use of the ArrowSphere Platform Services, You can access at anytime to your account and modify all the information You previously entered.

26. You are responsible for maintaining and promptly updating your account information with Arrow ECS for adequacy, accuracy and completeness and keeping such information (and any passwords used by You for the purposes of ArrowSphere Platform Services) secure against unauthorized access.

27. You undertake You will not provide any false information on ArrowSphere Platform, or create an account for any other entity than the one You represent.

28. You agree (a) to keep your password secure, (b) not to share your password, nor let anyone else access your account, or do anything else that might jeopardize the security of your account, (c) regularly modify your password, (d) not to use another party's account, and (e) to refrain from selling, trading, or otherwise transferring your account to another party.

29. Any use of your account shall be considered as used by You. So, You are fully responsible for all activities that occur under your account, until You have notified Arrow ECS of any unauthorized use of your account or any breach of security.

30. In case of any unauthorized use of your account or any breach of security, the following procedure shall apply:

- You shall immediately notify Arrow ECS by email;

- upon receipt of such notification Arrow ECS shall use commercial reasonable efforts to deactivate the access to your account as soon as possible.

31. You will not be liable for damages occurring after You have notified the unauthorized use of your account or breach of security to Arrow ECS.

32. Any breaches of the provisions of this Article 6 by You shall entitle Arrow ECS to terminate the contractual relationship with You immediately without prejudice to any damages Arrow ECS could claim against You hereunder.

33. Arrow ECS reserves the right at any time to modify or discontinue your account access, with or without notice (e.g. ArrowSphere Platform maintenance). You agree that Arrow ECS shall not be liable, to the maximum extend permitted by law, to You or to any third party for any modification, suspension or discontinuance of your account access and more generally of ArrowSphere Platform Services.

7. ArrowSphere Platform Services

7.1. Description of ArrowSphere Platform Services

34. ArrowSphere Platform Services proposed to You are described in ArrowSphere Platform.

35. Through ArrowSphere Platform, You can:

- access to ArrowSphere Platform Catalogue and subscribe SW Licenses;
- use tools, processes, data and communication structures and standards and any software and technology whatsoever available through ArrowSphere Platform (including but not limited to financial simulation tool, reporting tool, technical analysis, etc.).

7.2. ArrowSphere Platform Catalogue

7.2.1. Non-binding invitation

36. ArrowSphere Platform Catalogue is a non-binding invitation to You to subscribe SW Licenses and to provide services based on such SW Licenses to end-users. It does not constitute an offer and may be withdrawn, in part or in whole, or revised at any time prior to Arrow ECS's express acceptance of your application (as described below).

37. It is your responsibility to:

- evaluate the adequacy of the SW Licenses with your own needs;
- verify the accuracy of SW Licenses information available in ArrowSphere Platform.

38. The descriptions of SW Licenses Arrow ECS offers You to subscribe are public information or information provided by Suppliers. As result, to the maximum extent permitted by applicable law, Arrow ECS shall

have no responsibility with regard to the accuracy or correctness of such information.

7.2.2. Apply to Supplier Program

39. An application submitted by You constitutes your offer to Arrow ECS to sell the selected Supplier services and is subject to the Arrow ECS's subsequent acceptance.

40. The acceptance procedure consists of the following steps:

- Step 1: You shall click on the "subscription" bottom. You shall note that any automatic acknowledgement does not constitute a formal acceptance;
- Step 2: Arrow ECS shall send You the relevant Supplier Program Agreement;
- Step 3: You shall complete, sign and return to Arrow ECS the Supplier Program Agreement as well as respect all process or requirements required by the Supplier Program Agreement;
- Step 4: Arrow ECS shall validate your application by sending You the signed Supplier Program Agreement, containing an activation key by which You will be authorized to access and/or download the selected software through the Supplier website.

41. The acceptance of your application takes effect and the Supplier Program Agreement is concluded as of the signature of the Supplier Program Agreement by Arrow ECS.

42. You acknowledge and accept that Arrow ECS shall have the right to accept, reject or cancel any subscription in its sole discretion, notably after credit checking. If so, Arrow ECS will inform You.

7.3. Tools

7.3.1. Principles

43. It is your responsibility to verify:

- the accuracy of SW Licenses information available in ArrowSphere Platform;
- the result of the reports.

44. In no circumstances, Arrow ECS will be responsible for the use of these tools, notably the reports provided by these tools.

7.3.2. Usage reports tool

45. The usage reports tool enables You to easily create usage reports You committed yourself to realize through the Supplier Program Agreement(s). Once validated by yourself, these usage reports are the basis of the invoice sent by Arrow ECS to You.

46. You are free to use this tool in order to create your usage reports. If, You use it, You undertake to create your usage reports at the date specified in the Supplier Program Agreement.

47. You certify that information entered by You in order to create the usage reports is up-to-date and materially accurate.

48. In no circumstances, Arrow ECS shall be responsible for any mistakes in invoices due to false information communicated by You at the moment of the creation of a usage report.

7.4. Modification of ArrowSphere Platform Services

49. You acknowledge and agree that Arrow ECS may, in its reasonable discretion, from time to time add new ArrowSphere Platform Services or change or withdraw existing ArrowSphere Platform Services, in whole or in part.

50. If ArrowSphere Platform Services are withdrawn in whole (when ArrowSphere Platform is definitely discontinued), Arrow ECS will inform You by e-mail.

51. However the level of the ArrowSphere Platform Services provided to You under those terms and conditions shall not be materially reduced for the period of time paid for the use of such ArrowSphere Platform Services.

8. Pricing and payment

8.1. Principle

52. Prices indicated in ArrowSphere Platform Catalogue are the standard prices for subscription of the SW Licenses. The actual prices Arrow ECS will charge to You are defined in the according Supplier Program Agreement.

53. At the beginning of each month, Arrow ECS shall invoice a fee of 99 EUR per month for the usage of the ArrowSphere Platform Services and associated support services.

54. Arrow ECS starts to invoice your monthly subscription fee the month after it has accepted your registration.

55. Arrow ECS shall also invoice 1 EUR for any order/billing report processed by the ArrowSphere Platform, such order/billing reports implementing Arrow ECS' proprietary data and communication structures and standards.

56. Unless otherwise stated, prices are expressed in EUR.

57. Prices are without taxes and shall be increased by the taxes, VAT included, prevailing on the invoice date.

58. Payments shall be made within thirty (30) days of the date of the invoice in the currency indicated on the invoice.

59. In the event that You dispute any payment under these terms and conditions, You shall notify Arrow ECS in writing within fourteen (14) days of the date of Arrow ECS invoice. After such period, any disputed

payment will be deemed correct and You waive your rights to dispute the payment.

60. You agree to pay Arrow ECS all fees without set-off, deduction, withholding, restriction or condition whatsoever.

8.2. Default of payment

61. If you fail to pay any sum due, within 30 days from the date of the invoice, we shall be entitled to charge interest on the amount due at the rate of four percent (4%) above the Barclays Bank Plc base rate ruling from time to time calculated from the due date until we receive your payment.

62. If You default on your payment obligations under these terms and conditions, Arrow ECS may, notwithstanding any other rights or remedies it may have at law or under these terms and conditions, suspend your right to use the ArrowSphere Platform, upon five (5) working days written notice sent by Arrow ECS to You by registered delivery.

9. Warranties

63. You ensure that You have a sufficient knowledge of the functionalities and features of the ArrowSphere Platform.

64. Arrow ECS provides the ArrowSphere Platform on an "as is" basis and "as available" basis. Other than as expressly set out in these terms and conditions and to the greatest extent permitted by law, Arrow ECS makes no representations or warranties with respect to the ArrowSphere Platform, or the performance of its obligations hereunder.

65. To the maximum extent permitted by applicable law, all other warranties including, but not limited to, any implied warranties of merchantability, satisfactory quality or fitness for a particular purpose or ability to achieve a particular result are hereby excluded by Arrow ECS. In the absence of fraud, no oral or written information or advice given by Arrow ECS or its agents or licensees shall create a warranty or give rise to any other liability other than is given in these terms and conditions.

66. In particular, but without prejudice to the generality of this Article 9, You acknowledge and accept that:

- Arrow ECS does not warrant that the ArrowSphere Platform Services will be available at any particular time or continuously; and
- Arrow ECS is not responsible for any loss of or disruption to the ArrowSphere Platform Services due to failure of a carrier network or broadband provider.

67. You warrant that You have the authority to enter into these terms and conditions and that You will comply with all legal and regulatory requirements affecting its activities.

68. Arrow ECS does not make any representations or warranties with respect to any services provided by Suppliers which for the avoidance of doubt are governed by the SW Licenses and the Supplier Program Agreements.

10. Your obligations

69. You undertake that You have sufficient competence and skill to use the ArrowSphere Platform. You can contact Arrow ECS for any question relating to the use of the ArrowSphere Platform.

70. You are solely responsible for the control and direction of the use of your account.

11. Liability

71. You shall use the ArrowSphere Platform and information contained in it according to these terms and conditions.

72. Subject to the limitations and exclusions specified in Articles 11 and 12, each party will be liable for breaches of these terms and conditions arising, from such party's acts or omissions or for acts or omissions of its employees, agents or subcontractors, except in the event that such breaches are due to the actions or omissions of the other party in breach of these terms and conditions.

73. You undertake not to commit any act that may jeopardize the security of the IT system and equipment of Arrow ECS.

74. You undertake not to interfere with or interrupt the proper functioning of the ArrowSphere Platform Services.

75. You agree to indemnify and hold Arrow ECS, its affiliates, subsidiaries, officers, agents, partners, employees, and licensors harmless from any claim or demand, including reasonable attorney's fees, made by any third party due to or arising out of your usage of the ArrowSphere Platform, your breach of these terms and conditions or of the applicable law, or an alleged violation of any other rights of a third party.

12. Limitation of liability

76. Except for fraud or willful misconduct, Arrow ECS shall not be held responsible for:

- the lack of quality of the information contained in the ArrowSphere Platform which is provided on an "AS IS" basis and "as available" basis;
- perturbations or damages caused by internet or which present the characteristics of an event of force majeure;
- any other disruption relating to the use of the ArrowSphere Platform;
- the impossibility to use the ArrowSphere Platform;

- breaches of IT security that could cause damages to your computer equipment and/or data or third-parties' equipment and/or data;
- breaches of these terms and conditions by a third party.

77. Arrow ECS shall only be liable for proved direct damage suffered by You due to the use of the ArrowSphere Platform.

78. Nothing in these terms and conditions shall exclude or restrict either party's liability for:

- death or personal injury;
- breach of the other party's Intellectual Property Rights;
- fraud or fraudulent misrepresentation;
- any amounts due to Arrow ECS under these terms and conditions.

79. Subject to paragraph 76 above, and except for fraud or wilful misconduct Arrow ECS shall not be liable to You for any indirect economic loss, incidental, consequential loss or damages arising out of the Arrow ECS's performance or breach of these terms and conditions even if it has been advised of the possibility of such damages, including but not limited to:

- loss of income;
- loss of business profits or contracts;
- business interruption;
- loss of the use of money or anticipated savings;
- loss of information;
- loss of opportunity, goodwill or reputation;
- loss of, damage to or corruption of data;
- cost of procurement of substitute goods or services; or
- any loss or damage that it not foreseeable;
- any indirect, special or consequential loss or damage of any kind howsoever arising and whether caused by tort (including negligence), breach of contract or otherwise.

80. Each of the sub-paragraphs of the above paragraph shall be deemed to be independent of the others.

81. Notwithstanding anything to the contrary contained herein and except for fraud and willful misconduct, Arrow ECS's aggregated liability in contract, tort, or otherwise, including any liability for negligence, non-fraudulent misrepresentation, howsoever liability arising out of or in connection with the performance of its obligations under these terms and conditions shall be limited to the sum of 50.000 EUR for any one event or series of related events.

82. Except for fraud and willful misconduct, all liability that is not expressly assumed in these terms and conditions is hereby excluded. For the purposes of this Article each party includes its directors, employees, sub-contractors and suppliers. The Parties acknowledge that each of its directors, employees, sub-contractors and suppliers shall have the benefit of the limits and exclusions of liability set out in this.

83. Both parties acknowledge and agree that the limitations and exclusions of liability set out in this Article are reasonable and have been agreed taking into account the commercial value of these terms and conditions to each party and the commercial standing of each party.

13. Intellectual property

84. The ArrowSphere Platform and its components (including but not limited to processes, data and communication structures and standards, Marks, designs, drawings, models, images, text, photos, logos, graphs, software, search engine, databases and domain names) are protected by Intellectual Property Rights exclusively belonging to Arrow ECS and by any other legal means (including contractual and tort liability, unfair competition and passing off). In particular, You acknowledge (i) that the processes implemented in and by the ArrowSphere Platform are patented and (ii) that Arrow ECS invested significant financial, technical and human resources to develop, implement and maintain the ArrowSphere Platform including but not limited to the above mentioned processes, their results and the data and communication structures and standards used in and by the ArrowSphere Platform.

85. Arrow ECS grants to You a non-exclusive, non-transferable license to use the ArrowSphere Platform strictly in accordance with these terms and conditions. This license includes the right to use (i) Arrow ECS' proprietary processes and their results and (ii) the data and communication structures and standards used in and by the ArrowSphere Platform to enable You to subscribe SW Licenses and to provide end-users services based on such SW Licenses. You shall therefore strictly comply with the limitations of use provided in these terms and condition and shall refrain from using directly or indirectly any data and communication structures and standards developed and processed by the ArrowSphere Platform outside the scope of the above mentioned license and without paying the related royalty fee.

86. With the exception of the foregoing, these terms and conditions do not assign any of the Intellectual Property Rights in and to the ArrowSphere Platform and its components.

87. You are not authorized to copy, except for back-up purposes, to reproduce and adapt all or parts of the ArrowSphere Platform except for its use.

88. Any use, reproduction and/or representation, in whole or in part, of one of these rights, without the express authorization of Arrow ECS, is prohibited and will constitute an infringement sanctioned under the applicable law.

89. As a result, You are prohibited from any action or activity that might adversely affect, directly or otherwise, Arrow ECS's or third-party's Intellectual Property Rights on ArrowSphere Platform and its components.

14. Cookies

90. Arrow ECS complies with all applicable Data Protection Laws and Legislation, including the Directive 2002/58/EC with later amendment (EC Directive) which, amongst other things, include the requirements for the use of cookies or for carrying out direct marketing.

91. Arrow ECS uses cookies technically required to permit your access and browsing within the ArrowSphere Platform.

92. Arrow ECS shall keep a record of your access and browsing in ArrowSphere Platform in order to improve your experience when using the ArrowSphere Platform for the above mentioned purposes.

93. You acknowledge that Arrow ECS is entitled to use cookies or any other equivalent technique enabling to track your browsing.

94. Cookies record items of information which are stored to your computer's hard disk.

95. Should Arrow ECS use a cookie whose sole purpose is not to enable or facilitate electronic communications, or when the data collected are considered as sensitive or as personality profiles, You will be previously informed and your consent will be required.

96. Thus, You will have the right to enquire access, rectify, and oppose the activation of the cookies by writing to ArrowSphere Technical Operation at the following address: Nidderdale House, Beckwith Knowle, Otley Road, Harrogate HG3 1SA.

15. Links to third parties

97. Arrow ECS may implement hypertext links on ArrowSphere Platform which will redirect You to other third party websites.

98. You are informed that these websites are not the property of Arrow ECS. Arrow ECS cannot be held responsible for their content.

99. You shall ensure to respect the terms and conditions of third party website before using it and notably all third party intellectual property rights.

16. Protection of personal data

16.1. General conditions

100. As already stated, Arrow ECS complies with all applicable Data Protection Laws, Regulations and Legislations when performing its obligations under these terms and conditions

101. By using any of ArrowSphere Platform Services, You acknowledge and agree with the collect and/or use of your data.

102. Arrow ECS will collect process and store some or all of the following personal data which You have provided or will provide to Arrow ECS in ArrowSphere Platform: name, surname, phone number and e-mail address.

103. Fields marked with an asterisk (*) are mandatory to manage your request. If these fields are not completed, Arrow ECS will not be able to manage your request.

104. Your personal data are collected:

- to manage your account ;
- to process your demand;
- for marketing and/or statistical purposes.

105. By accepting this agreement, You consent to the use of the e-mail addresses given for marketing purposes by Arrow ECS and its suppliers.

16.2. Data storage

106. Data, including personal data, shall be stored in an electronic database maintained on servers hosted by Arrow ECS or its subcontractors.

16.3. Data exchange

107. The personal data collected on ArrowSphere Platform may be communicated by Arrow ECS to any person who is involved in the process of ArrowSphere Platform Services and which is a member of the EU or Safe Harbour program, thereby providing an adequate level of data protection.

16.4. Legal requirements

108. Arrow ECS may be required to provide personal data to comply with legally mandated reporting, disclosure to a regulator, a court, or to a public body to comply with any regulatory, government or legal requirement. Arrow ECS may transfer and access webstore data and your information globally as required for the purposes specified.

16.5. Your rights

109. According to the applicable law, You have the right to enquire, access, rectify and oppose your personal data by writing to ArrowSphere Technical Operation at the following address: Nidderdale House, Beckwith Knowle, Otley Road, Harrogate HG3 1SA.

17. Confidentiality

110. Each party agrees to consider as strictly confidential, and to treat them as such, the information and documents, in particular the technical, business, financial information and documents, exchanged between them or collected, whatever their nature and media, within the framework of ArrowSphere Platform Services and/or Supplier services supplied under these terms and conditions.

111. The following information of each party will not be considered as confidential:

- information publicly available prior its disclosure to the other party;
- information publicly available otherwise than as a result of an act or omission of the other party;
- information disclosed to the other party by a third party not subject to a confidentiality obligation, or who would not have acted in violation of an agreement with that third party.

112. The parties agree not to disclose or let any third party whatsoever disclose directly or through an intermediary all or part of the documents and information of the other party it may have knowledge of.

113. In the latter case, the party concerned undertakes to take all relevant measures so that said employees and/or subcontractors comply with this confidentiality obligation in the same conditions as those laid down in these terms and conditions.

114. The parties agree not to use the documents and information so exchanged in a context other than for the purposes and for the performance of these terms and conditions without the prior express consent of the other party.

115. Each party agrees to return to the other if it so requests any document or other media that the disclosing party has delivered to the receiving party in the course of performance of these terms and conditions; these documents and information remain the property of the disclosing party; without the receiving party being able to keep any copy or reproduction thereof, except to the extent it is legally required to keep it for a longer period in which case such return shall occur at the end of such period.

116. Neither party shall without the prior written consent of the other party divulges any part of the other party's confidential information to any person except:

- to their own employees and then only to those employees who need to know the same; or
- to either party's auditors, applicable fiscal authorities, a court of competent jurisdiction, governmental body or applicable regulatory

authority and any other persons or bodies having a right duty or obligation to know the business of the other party and then only in pursuance of such right duty or obligation.

18. Probative value of electronic exchanges

117. The parties represent that they may exchange the information required for the performance of ArrowSphere Platform Services covered by these terms and conditions by email and by computer file. The parties expressly represent that those emails and files will have between them the value of evidence, in accordance with the applicable law.

19. Termination

19.1. Termination for breach of the obligations

118. Either party shall be entitled to immediately terminate this contractual relationship by written notice if the other party commits a material breach of any terms of these terms and conditions and (in the case of a remediable breach) fails to remedy the breach within five (5) calendar days of being requested by written notice so to do.

19.2. Termination for convenience

119. Either party shall be entitled to immediately terminate this contractual relationship:

- If You want to terminate this contractual relationship You shall inactivate your account;
- If Arrow ECS wants to terminate this contractual relationship, it shall send You an email with a date of effect of one (1) month as from the last day of notification of the termination.

19.3. Effect of termination

120. Termination of this contractual relationship however caused shall be without prejudice to any rights or liabilities accrued at the date of termination. The termination of this contractual relationship for whatever cause shall not affect any provision of these terms and conditions which is expressed or by implication intended to survive or operate in the event of termination of this contractual relationship.

121. Upon the termination of this contractual relationship, You shall have no right to any compensation for the termination of this contractual relationship.

122. Upon the termination of this contractual relationship, You must immediately discontinue use of the ArrowSphere Platform Services. You remain bound by the provisions of any Supplier Program Agreement You concluded with Arrow ECS until the end of the then current term of this agreement.

123. If Arrow ECS terminates for the breach of your obligations or if You terminate for convenience, You

shall pay the entire periodical subscription fee corresponding for the whole period during which termination is notified, even if the termination is effective before the end of that period.

20. Force majeure

124. Neither party will be liable for any breach of these terms and conditions due to any cause beyond that party's reasonable control including, but not limited to Act of God; insurrection or civil disorder; war or military operations; national or local emergency; act or omission of Government, fire, explosion, flood or the act or omission of any party for whom the party affected is not responsible and which is beyond the affected party's reasonable control (including network or internet failures) ("force majeure").

125. In case of a force majeure event, the performance of these terms and conditions will first be suspended.

126. If a force majeure event lasts for more than two (2) months, these terms and conditions shall be automatically terminated, unless otherwise agreed by the parties.

127. If either party is prevented from, or delayed in performing any of its obligations under these terms and conditions by a force majeure event, such party will promptly notify the other party.

21. Good Faith

128. The parties agree to perform their obligations with utmost good faith.

22. Non waiver

129. The failure of a party to exercise or enforce any right under these terms and conditions shall not be deemed to be a waiver of that right nor operate to bar the exercise or enforcement of it at any time or times thereafter.

23. Sincerity

130. The parties thus represent that they do not know any elements which, had it been disclosed, would have modified the consent of the other party.

24. Independence of the parties

131. The parties acknowledge that they each act for their own account as independent contractors and shall not be considered as the agent of the other.

132. Nothing in these terms and conditions is intended to constitute a partnership, franchise, joint venture or agency relationship.

133. Neither party may contract for and on behalf of the other.

134. Furthermore, each of the parties remains solely responsible for its acts, assertions, commitments, services, products and personnel.

25. Assignment

135. Arrow ECS shall have the right to assign, transfer and otherwise delegate all or any of its rights and obligations hereunder to a designated representative or to any other person, in accordance with applicable law.

136. You shall not assign or otherwise transfer all or any of your rights and obligations under these terms and conditions without Arrow ECS's prior written consent.

26. Severability

137. If one or more provisions of these terms and conditions were to be held invalid or so declared by a law, a regulation or a final decision having *res judicata* effect rendered by a court having proper jurisdiction, the other provisions shall remain in full force and effect.

138. The parties agree to substitute for any such invalid, illegal, or unenforceable provision a new provision which serves the purpose of the invalid provision to the furthest possible extent

27. Entire agreement

139. These terms and conditions supersede all prior agreements, arrangements and undertakings between the parties and constitute the entire agreement between the parties relating to the subject matter of these terms and conditions. However the obligations of the parties under any pre-existing non-disclosure agreement shall remain in full force and effect in so far as there is no conflict between the same. The parties confirm that they have not entered into these terms and conditions on the basis of any representation that is not expressly incorporated into these terms and conditions.

28. Proof of agreement

140. The acceptance of these terms and conditions by electronic means has, between the parties, the same evidentiary weight as a paper document.

141. The computerized record stored in the computer systems in reasonable security conditions will be considered as proof of the communications between the parties.

142. The contractual documents are stored in a reliable and sustainable back up and can be produced as evidence.

29. Notices

143. Any notice given under these terms and conditions shall be in writing and signed by or on

behalf of the party giving it and shall be served by delivering it personally, or sending it by pre-paid recorded delivery or registered post to the relevant party at its registered office for the time being its last known address, or by sending it by confirmed fax to the fax number or by email to the email address notified by the relevant party to the other party.

144. Any such notice shall be deemed to have been received:

- if delivered personally, at the time of delivery;
- in the case of pre-paid recorded delivery or registered post, 48 hours from the date of posting; and
- in the case of fax or email, at the time of transmission.

145. In proving such service it shall be sufficient to prove that the envelope containing such notice was addressed to the address of the relevant party and delivered either to that address or into the custody of the postal authorities as a pre-paid recorded delivery or registered post or that the notice was transmitted by fax to the fax number or by email to the email address of the relevant party.

30. Governing law and Jurisdiction

146. These terms and conditions and any disputes or claims arising out of or in connection with them or their subject matter or formation are governed by and construed in accordance with the laws of the contracting Arrow ECS Affiliate's country of residency. The Uniform Law on the International Sales of Goods (ULIS) and the United Nations Convention on Contracts for the International Sales of Goods (CISG) are excluded.

147. The parties irrevocably agree that the courts of the contracting Arrow ECS Affiliate's country of residency shall have exclusive jurisdiction to settle any dispute or claim that arises out of or in connection with these terms and conditions or their subject matter or formation (Vienna for Austria, Munich for Germany and Zurich for Switzerland).

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