VEEAM CLOUD & SERVICE PROVIDER PARTNER ENROLLMENT AGREEMENT

Important - Read Carefully.

Subject to the terms and conditions of this Veeam Cloud & Service Provider Partner Enrollment Agreement ("**Agreement**"), Veeam Cloud & Service Providers ("**VCSP**s") may license eligible Veeam Software Products ("**Veeam Software Products**") to deliver Veeam-powered availability services ("**Availability Services**") to their customers.

This Agreement is a legally binding agreement between the VCSP and Veeam setting forth the terms and conditions governing participation in the Veeam Cloud & Service Provider Partner Program ("**VCSP Partner Program**"). By accepting this Agreement, the VCSP agrees to be bound by this Agreement, the Program Website and the information provided therein including the Program Website's associated Program Guide available at *https://propartner.veeam.com/partner-levels-program-vcsp* and Privacy Policy available at *https://www.veeam.com/privacy-policy.html*.

For purposes of this Agreement:

> If the VCSP's principal place of business is located in the Americas, this Agreement is between the VCSP and Veeam Software Corporation.

> If the VCSP's principal place of business is located in the Asia Pacific (APJ) region, this Agreement is between the VCSP and Veeam Pty Ltd.

> If the VCSP's principal place of business is located in the Europe, Middle East and Africa ("EMEA") Southern region, this Agreement is between the VCSP and Veeam Software France SARL.

> If the VCSP's principal place of business is located in the EMEA Northern region, this Agreement is between the VCSP and Veeam Software UK Limited.

> If the VCSP's principal place of business is located in the EMEA Central region or the Emerging Market region, this Agreement is between the VCSP and Veeam Software GmbH.

For a detailed list of countries, by region, refer to "Countries by Region" set forth on Exhibit A, attached hereto.

Veeam Software Corporation, Veeam Pty Ltd., Veeam Software France SARL, Veeam Software UK Limited, and Veeam Software GmbH are individually and collectively referred to herein as "Veeam."

The parties agree to the following:

1. <u>Scope</u>. The VCSP Partner Program is designed to help technology companies deliver solutions based on Veeam Software Products. Participation in the VCSP Partner Program is voluntary.

2. <u>Program Website</u>. The website referenced above, or a successor site designated by Veeam. The Program Website provides tools and information about the VCSP Partner Program, Program Guide, and Privacy Policy.

3. <u>End Customer</u>. The customer of the VCSP or the VCSP as the case may be, which procures and utilizes the Availability Services.

4.   Enrollment.   The VCSP will be enrolled after accepting this Agreement.   Veeam will notify the VCSP when enrollment is complete.

5.   Program Administration.   Veeam will administer the VCSP Partner Program and its benefits through the Program Website and VCSP Partner Program communications.

6.   Program Changes.   Veeam may change the VCSP Partner Program or any aspect of it at any time, with such changes taking effect upon posting of the revised VCSP Partner Program to the Program Website or other VCSP Partner Program communication.

7.   Program Benefits.   The VCSP will receive the benefits described in the Program Guide and on the Program Website.   Benefits may vary by program level, competency and country. Benefits may include Veeam marketing materials.

8.   VCSP Aggregator.   Veeam distributor or specialized Veeam partner that sells VCSP rental licenses and performs monthly billing of VCSP partners. As authorized, VCSP Aggregators also sell VCSP perpetual licenses to VCSP partners.

9.   Payment And Usage.   The VCSP shall be solely responsible, as a condition of participating in the VCSP Partner Program, for monthly reporting of usage data to the VCSP Aggregator.   The VCSP will submit monthly reports for all Veeam Software Products as of the date VCSP receives a license key ("**License Key**") for that VCSP Product.   For the avoidance of doubt, the VCSP shall issue the first monthly report to VCSP Aggregator at the end of the calendar month during which the VCSP received the License Key.   VCSP will pay rental fees for VCSP Products to VCSP Aggregator pursuant to the terms of its rental agreement between the VCSP and its VCSP Aggregator.

10.   Software Benefits.   The VCSP's right to use Veeam Software Products offered to the VCSP under the VCSP Partner Program will be governed by this Agreement and the terms of the separate license agreement packaged with or accompanying the Veeam Software Product, such as the Veeam End User License Agreement ("**EULA**"), available at *www.veeam.com/eula.html*.   If there is any direct conflict between this Agreement and any terms contained in a separate agreement not resolved explicitly on the face of the documents, this Agreement will control.   If a particular subject is addressed in a separate document and not in this Agreement, the separate document will control.   The VCSP will not engage or participate in the unauthorized manufacture, duplication, delivery, transfer, or use of counterfeit, pirated, unlicensed, or illegal software products.   The VCSP will not otherwise infringe on any of Veeam's intellectual property rights and as set forth herein, the VCSP must promptly report to Veeam any suspected intellectual property rights infringement and reasonably cooperate with Veeam in any investigation into any alleged intellectual property rights infringement. For purposes of the VCSP Partner Program, the VCSP will only use the Veeam Software Product licenses that it purchased under the VCSP Partner Program.

11.   Limited Trademark License.   "**Veeam Marks**" include those trademarks, logos, symbols, and names identified in the Veeam Cloud & Service Provider Branding Guide located at: *https://cdn.propartner.veeam.com/bin/datasheets/veeam_vcp_branding_guide.pdf*.   The VCSP must meet the criteria set forth in the Program Website to use the Veeam Marks.   Veeam

grants a non-exclusive, non-transferable, limited, royalty-free, and terminable license to the VCSP to use the applicable Veeam Marks as long as the VCSP meets the criteria, solely for the purpose of advertising, marketing, and promoting its Veeam-powered services and solely in accordance with this Agreement, applicable law, and Veeam's policies related to use of the Veeam Marks. Veeam is the sole owner of the Veeam Marks and the sole beneficiary of any goodwill related to the VCSP's use of the Veeam Marks. The VCSP will not acquire any right, title, or interest in the Veeam Marks because of its use of the Veeam Marks, or register, adopt, or use any name, trademark, domain name, or other designation that includes any or part of a Veeam Mark, or any term that is confusingly similar to a Veeam Mark (including translation into a foreign language).

The Veeam Marks may be used solely in press releases or other public announcements and/or related marketing programs and materials as provided by Veeam. The Veeam Marks may not be used in any manner that expresses or may imply Veeam's affiliation, sponsorship, endorsement, certification, or approval, except as otherwise agreed by Veeam in writing. The VCSP shall not use the Veeam Marks in association with its own or any third-party trademarks in a manner that might suggest co-branding or otherwise create confusion as to ownership of the Veeam Marks. The Veeam Marks may not be included in any VCSP or non-Veeam trade name, business name, domain name, product or service name, logo, trade dress, design, slogan or other trademark. Veeam reserves all rights not expressly granted in this Agreement.

12.   <u>Term and Termination</u>.

   a.   This Agreement will take effect on the date that Veeam accepts this Agreement and will continue for a one (1) year term from such date of acceptance unless and until earlier terminated by either party. Thereafter, this Agreement will automatically renew for subsequent one-year terms unless a party provides written notice to the other of its intention not to renew at least thirty (30) days prior to the expiration date of the then-current term.

   b.   Either party may terminate this Agreement for any reason, without cause, upon thirty (30) days' prior written notice to the other party. However, as of the date VCSP has entered into a separate rental agreement with a VCSP Aggregator, VCSP's right to terminate this Agreement without cause will no longer be in effect and the VCSP will no longer be authorized to terminate this Agreement without cause. Neither party will be responsible to the other for costs or damages resulting from such termination.

   c.   Either party may terminate this Agreement for cause if the other party materially breaches any provision of this Agreement, and the breaching party has not cured such material breach within thirty (30) calendar days of written notice of such breach. Veeam reserves the right to immediately terminate this Agreement if the VCSP fails to maintain its status as a VCSP. A party may immediately terminate this Agreement for unauthorized disclosure of Confidential Information (as defined herein), misappropriation of a party's intellectual property, insolvency, bankruptcy, or other similar proceedings.

d. Upon termination or expiration of the Agreement for any reason, VCSP shall cease using all Veeam Software Products and within thirty (30) days of such termination, will certify the destruction destroy or return to Veeam all copies of the Veeam Software Products (including backup copies) in any and all media, and delete any such copies that are resident in the memory or hard disks of computers owned or controlled by the Service Provider.

13. <u>Survival</u>.   The terms and conditions of this section and those that by their nature continue, including, but not limited to, sections: 14 (Confidentiality), 15 (Warranty Disclaimer), 16 (Limitation of Liability), 17 (Indemnification), and 19 (General Provisions), will all survive termination of this Agreement. Any accrued and outstanding payment obligations will continue until paid in accordance with this Agreement.

14. <u>Confidentiality</u>.

a. Each party acknowledges that, as a result of this Agreement, it may gain access to certain Confidential Information of the other party. "**Confidential Information**" means any information and documentation, including, but not limited to, this Agreement, techniques, algorithms, processes, and technical, business, and marketing information, designated or marked by the party disclosing ("**Disclosing Party**") such documentation or information orally, visually, or in writing as "Confidential" or "Proprietary," or provided in a similar manner, or that the other party ("**Receiving Party**") knows to be confidential, or should reasonably consider to be confidential under the circumstances of its disclosure, supplied by the Disclosing Party to the Receiving Party in connection with this Agreement. During the term of this Agreement and for a period of five (5) years thereafter, each Receiving Party agrees: (i) to hold the Disclosing Party's Confidential Information in strict confidence, using the same degree of (but no less than reasonable) care and protection that it exercises with its own Confidential Information of a similar nature; (ii) not to directly or indirectly disclose or otherwise make available any Confidential Information of the Disclosing Party to a third party; and (iii) not to copy or use Disclosing Party's Confidential Information for any purpose other than as necessary to fulfill such party's obligations or exercise its rights under this Agreement. Each party will disclose the other party's Confidential Information only to its employees with a need to know in order to fulfill such party's obligations hereunder and who have been informed of and have agreed to abide by the provision of this section 14. In addition, the Receiving Party will be allowed to disclose Confidential Information of the Disclosing Party as required by law or by the order of a court or similar judicial or administrative body, provided that the Receiving Party notifies the Disclosing Party of such required disclosure promptly and in writing and cooperates with the Disclosing Party, at the Disclosing Party's reasonable request and expense, in any lawful action to contest or limit the scope of such required disclosure.

b. The obligations of section 14.a. will not apply to Confidential Information if such information: (i) is publicly available prior to or at the time of disclosure, or later becomes publicly available through no act of the Receiving Party; (ii) was, prior to disclosure hereunder, rightfully known to the Receiving Party (other than in connection with this Agreement) without confidentiality restriction; and/or (iii) was independently

developed by the other party without breach of any confidentiality obligations. The parties agree and acknowledge that money damages may not be an adequate remedy for any breach of this section 14 and that either party may, in its sole discretion, apply to any court of law or equity of competent jurisdiction for injunctive relief in order to prevent any such breach.

c. Unless otherwise expressly provided in this Agreement, Confidential Information is provided "as is." Neither party makes any warranty, express, implied or otherwise, with respect to the accuracy, completeness or performance of any Confidential Information. In no event will either party have any direct or indirect liability to the other party or any third party with respect to the use of, or inability to use, any Confidential Information. At Disclosing Party's request, Receiving Party will promptly return the Confidential Information and all copies or summaries thereof, in electronic or written form, to Disclosing Party, or, at Disclosing Party's option, certify in writing to the destruction of same.

15. <u>Warranty Disclaimer</u>.

EXCEPT FOR THE LIMITED WARRANTIES SET FORTH IN THE VEEAM SOFTWARE PRODUCT EULA, VEEAM MAKES NO REPRESENTATIONS OR WARRANTIES TO THE VCSP OF ANY KIND WITH RESPECT TO THE VCSP PROGRAM, THE PROGRAM GUIDE OR ANY PRODUCTS OR SERVICES PROVIDED HEREUNDER. TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, VEEAM SPECIFICALLY DISCLAIMS ANY AND ALL IMPLIED WARRANTIES OR CONDITIONS OF SATISFACTORY QUALITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT.

16. <u>Limitation of Liability.</u>

a. EXCEPT FOR THE LIMITATIONS OF LIABILITY SET FORTH IN THE VEEAM SOFTWARE PRODUCT EULA, IN NO EVENT SHALL VEEAM BE LIABLE TO THE VCSP FOR ANY INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL, EXEMPLARY OR PUNITIVE DAMAGES, INCLUDING BUT NOT LIMITED TO DAMAGES FOR LOST DATA, LOST PROFITS OR COSTS OF PROCUREMENT OF SUBSTITUTE GOODS OR SERVICES OR ANY OTHER PECUNIARY LOSS ARISING IN ANY WAY OUT OF THIS AGREEMENT, WHETHER OR NOT VEEAM HAD ADVANCE NOTICE OF THE POSSIBILITY OF SUCH DAMAGES.

b. EXCEPT FOR THE LIMITATIONS OF LIABILITY SET FORTH IN THE VEEAM SOFTWARE PRODUCT EULA, IN NO EVENT SHALL VEEAM'S AGGREGATE LIABILITY TO THE VCSP ARISING OUT OF OR RELATED TO THIS AGREEMENT EXCEED ONE THOUSAND DOLLARS (US$1,000.00). THE FOREGOING LIMITATIONS SHALL APPLY NOTWITHSTANDING THE FAILURE OF ESSENTIAL PURPOSE OF ANY LIMITED REMEDY STATED IN THIS AGREEMENT.

c. TO THE MAXIMUM EXTENT PERMITTED BY LAW, PURSUANT TO SECTION 19(C) HEREIN, THE FOLLOWING APPLIES: NOTWITHSTANDING ANYTHING TO THE CONTRARY IN SECTIONS 16 (A) AND (B) ABOVE, NOTHING IN THIS AGREEMENT SHALL OPERATE SO AS TO LIMIT OR EXCLUDE THE LIABILITY OF EITHER PARTY; (I) IN NEGLIGENCE RESULTING IN DEATH OR PERSONAL INJURY; (II) FOR FRAUDULENT MISREPRESENTATION OR FRAUDULENT CONCEALMENT.

17. Indemnification.

a. Indemnification by Veeam.

i. Veeam shall, at its expense, defend the VCSP against any third party claim that a Veeam Software Product infringes any patent, trademark, copyright of a third party, or misappropriates a trade secret (but only to the extent that such misappropriation is not a result of the VCSP's actions) under the laws of the United States ("**Infringement Claim**"), and indemnify the VCSP from the resulting costs and damages awarded against the VCSP by a court of competent jurisdiction, or agreed in a settlement, to the third party making such Infringement Claim; provided that, the VCSP: (a) promptly notifies Veeam in writing of such Infringement Claim; (b) allows Veeam sole control of the defense and any related negotiations or settlement; and (c) provides to Veeam the information and assistance reasonably necessary to settle or defend such Infringement Claim. If it is adjudicated, or if Veeam reasonably believes, that a Veeam Software Product infringes any third party patent, trademark, trade secret, or copyright, then at Veeam's option and expense: (a) Veeam shall procure for the VCSP the right to continue using the Veeam Software Product or infringing part thereof as contemplated by this Agreement; (b) Veeam shall modify or replace the Veeam Software Product or infringing part thereof to be reasonably equivalent and non-infringing; or (c) the VCSP's license to use such Veeam Software Product as contemplated by this Agreement shall be terminated, and the VCSP shall return the infringing Veeam Software Product. Nothing in the prior sentence shall limit Veeam's obligation to defend and indemnify the VCSP, provided that the VCSP replaces the allegedly infringing Veeam Software Product promptly upon Veeam making available alternate Veeam Software Product to the VCSP and discontinues using the allegedly infringing Veeam Software Product upon receiving Veeam's notice terminating the affected license.

ii. Veeam's obligations in this Section do not apply to any Infringement Claim arising from the: (a) use of a Veeam Software Product other than as specified in the applicable documentation; (b) use of a version other than the current version of the Veeam Software Product; (c) combination or use of the Veeam Software Product with materials not furnished by Veeam; or (d) modification of the Veeam Software Product by a third party or by Veeam according to instructions from the VCSP or a design furnished by the VCSP. Furthermore, Veeam shall

have no indemnification obligation hereunder in the event the VCSP is otherwise in breach of any term of this Agreement.

    iii.   THIS AGREEMENT STATES THE SOLE LIABILITY OF VEEAM WITH RESPECT TO ANY INFRINGEMENT BY THE VEEAM SOFTWARE PRODUCTS OF ANY PATENT, COPYRIGHT, TRADE SECRET, TRADEMARK OR OTHER INTELLECTUAL PROPERTY RIGHT.

    b.   <u>Indemnification by VCSP</u>. The VCSP agrees to defend, indemnify, and hold Veeam harmless from and against any loss, cost, fine, liability, claim, or damage of any type, including attorneys' fees arising out of any third party claim, suit, or proceeding brought against Veeam based on: (i) any negligent act or omission by, or willful misconduct of the VCSP, its employees, or agents; (ii) any omission or inaccuracy in the VCSP's advertisements or promotional materials that relate to the Veeam Software Products, (iii) any representation made by the VCSP relating to the Program or the Veeam Software Products, or (iv) the VCSP's performance of services related to the VCSP Partner Program or the Veeam Software Products.

18.   <u>Title</u>. The VCSP consents to receiving VCSP Partner Program related information from Veeam as set forth in the Program Guide. The VCSP agrees that Veeam may reference the VCSP as a member of the Veeam Cloud & Service Provider Program and/or the Veeam ProPartner Program using the VCSP's logo, without the prior written approval of the VCSP, provided Veeam complies with the VCSP's then-current trademark guidelines as provided to Veeam by the VCSP.

19.   <u>General Provisions.</u>

    a.   <u>Audit Rights</u>. During the term of this Agreement and for the three (3) year period following termination of this Agreement, upon reasonable notice, but not to exceed fifteen (15) days, Veeam will be entitled to audit the VCSP's records to verify the VCSP's compliance with: (i) all terms of this Agreement including, but not limited to: territorial restrictions, program compliance, protection of proprietary rights, confidential information, and payment obligations and (ii) any Veeam policies applicable to VCSPs. During such period, VCSP (i) shall maintain complete, clear and accurate records regarding any activity related to Veeam Software Products obtained under this agreement; payments received (irrespective of the source); and any other record necessary to demonstrate compliance with the Agreement and (ii) shall permit Veeam or its designate to audit such records to verify compliance, and shall provide its full cooperation. In the event an audit reveals that the VCSP is not in compliance, Veeam shall be entitled to immediately terminate the VCSP from the VCSP Partner Program and/or pursue all legal, injunctive and equitable remedies available. Any such audit will be performed at Veeam's expense during normal business hours and with full cooperation by the VCSP, provided further that the VCSP shall promptly reimburse Veeam for the cost of such audit if such audit reveals (i) any evidence that the VCSP has violated governing laws, VCSP Partner Program rules or Veeam policies, (ii) misrepresentation of usage data, or (iii) any other material breach of this Agreement. The VCSP shall be required to immediately reimburse Veeam for any and

all underpayments and/or improperly obtained VCSP Partner Program benefits, incentives or discounts uncovered by an audit or similar investigation.

b. No Agency. Although Veeam may refer to a VCSP as a "partner", the relationship of the parties under this Agreement for any and all purposes is that of independent contractors, or vendor (Veeam) and customer (VCSP). Neither party will be deemed to be an employee, agent, partner, franchisee, joint venture, or legal representative of the other for any purpose, and neither party will have any authority to bind the other, create any obligation or responsibility for or on behalf of the other, or to vary or offer any additional terms, conditions, representations, warranties, or covenants made by the other. There is no fiduciary duty between Veeam and the VCSP or any of its personnel.

c. Governing Law.

   i.   If this Agreement is between VCSP and Veeam Software Corporation, this Agreement will be governed by and enforced under the laws of the State of New York within the United States of America without reference to conflict of laws principles. The Parties agree that all disputes arising in any way out of this Agreement will be heard exclusively in, and the parties irrevocably consent to jurisdiction and venue, in the federal and state courts of the State of New York. The United Nations Convention for the International Sale of Goods will not apply. In any action to enforce any right or remedy under this Agreement or to interpret any provision of this Agreement, the prevailing party will be entitled to recover its reasonable attorney's fees, costs, and other expenses.

   ii. If this Agreement is between VCSP and Veeam Pty Ltd., this Agreement will be governed by the laws of Australia, without regard to its choice of law principles. The United Nations Convention for the International Sale of Goods will not apply.

   iii. In EMEA, as follows:

        (a) If this Agreement is between VCSP and Veeam Software UK Limited, this Agreement will be governed by and construed in accordance with and under the laws of England and Wales.

        (b) If this Agreement is between VCSP and Veeam Software France SARL, this Agreement will be governed by and construed in accordance with and under the laws of England and Wales.

        (c) If this Agreement is between VCSP and Veeam Software GmbH, this Agreement will be governed by and construed in accordance with and under the laws of England and Wales.

        (d) The United Nations Convention for the International Sale of Goods will not apply.

d. <u>Notices.</u> Any notice regarding the terms of this Agreement must be sent by email to the current general counsel, or if not applicable, senior business manager for the party to whom such notice is being provided, and confirmed in writing by delivery in person, or sent by reputable air courier and/or express mail to:

    i. If for Veeam, to the attention of the General Counsel to the Veeam legal entity and address as set forth below:

        (a) For the Americas: Veeam Software Corporation, 8800 Lyra Drive, Suite 350, Columbus, Ohio 43240;

        (b) For the APJ region: Veeam Pty Ltd., Level 9, 141 Walker Street North, Sydney NSW 2060, Australia;

        (c) For the entire EMEA region: Veeam Software UK Limited, Blake House, Manor Park, Basingstoke Road, Reading, RG2 0NA, England;

        (d) Copy in each instance above to Veeam Software Group GmbH, Linden Park, Lindenstrasse 16, CH - 6340 Baar, Switzerland.

    ii. If for the VCSP, at the headquarters address of the VCSP identified on the Veeam Partner application form. Notices will be deemed effective upon receipt of the confirmation.

e. <u>Assignment.</u> Neither this Agreement nor any rights under this Agreement may be assigned or otherwise transferred by the VCSP, whether voluntarily or by operation of law, without the prior written consent of Veeam. Subject to the foregoing, this Agreement will be binding upon and will inure to the benefit of the parties and their respective successors and assigns. Any assignment in violation of the foregoing will be null and void.

f. <u>Waiver and Severability</u>. Any waiver of the provisions of this Agreement must be in writing to be effective. If any provision in this Agreement is found to be invalid or unenforceable to any extent, the remaining terms of this Agreement will continue to be valid and enforceable to the fullest extent permitted by law.

g. <u>Rights of Third Parties</u>. Neither party intends any third party to have the right to receive the benefit of any provision of this Agreement and any governing laws to the contrary, including any other law that provides rights to a third party, shall not apply to this Agreement.

h. <u>Entire Agreement</u>. This Agreement contains the entire agreement of the parties with respect to the subject matter of this Agreement and supersedes all previous communications, representations, understandings and agreements, either oral or written, between the parties with respect to said subject matter hereof. To the extent of any conflict between the Program Guide and this Agreement, the Program Guide shall control. Other than the Program materials Veeam makes available from time to

time on the Program Website, no terms, provisions or conditions of any purchase order, acknowledgement, or other business form that either party may use in connection with the transactions contemplated by this Agreement will have any effect on the rights, duties, or obligations of the parties under this Agreement. Other than as supplemented by a click-through addendum or as may otherwise be agreed by the parties, enrolling the VCSP into one or more additional Program(s) where Veeam generally permits such additional enrollment, or for Veeam's updates to the Program Guide, this Agreement may not be amended, except by a writing signed by both parties.

i. <u>Veeam Partner Code of Conduct</u>. This Code of Conduct sets out the basic requirements of Veeam and its subsidiaries for how all Veeam partners, including such partners' permanent and temporary employees, independent contractors, suppliers, agents, and/or downstream partners, (collectively, "**Partners**") will conduct themselves in a legal and ethical manner. Veeam expects Partners to comply not only with all applicable laws, but also with this Code of Conduct. Veeam reserves the right to reasonably change the requirements of this Code of Conduct by giving reasonable notice to Partners. In such event, Veeam expects the Partner to accept those reasonable changes. If any change is unacceptable to the Partner, the Partner's sole and exclusive remedy shall be to exercise their termination rights under this Agreement. The Partner declares herewith:

   i. Legal compliance:

      (a) To comply with the laws of the applicable legal system(s);
      (b) Prohibition of corruption and bribery; and
      (c) To tolerate no form of and not to engage in any form of corruption or bribery, including any payment or other form of benefit conferred on any government official for the purpose of influencing decision making in violation of law.

   ii. Antitrust and Competition, to prohibit agreements or actions that reduce competition without benefiting consumers.

   iii. Respect for the basic human rights of employees, to promote equal opportunities for and treatment of its employees irrespective of skin color, race, nationality, social background, disabilities, sexual orientation, political or religious conviction, sex or age; to respect the personal dignity, privacy and rights of each individual; to refuse to employ or make anyone work against his/her will; to refuse to tolerate any unacceptable treatment of employees, such as mental cruelty, sexual harassment or discrimination; to prohibit behavior including gestures, language and physical contact, that is sexual, coercive, threatening, abusive or exploitative; to provide fair remuneration and to guarantee the applicable legal minimum wage; and to comply with the maximum number of working hours laid down in the applicable laws.

j. Program Compliance; Partner Integrity.

    i.   The VCSP shall comply with any and all applicable governing laws, including but not limited to the Foreign Corrupt Practices Act ("**FCPA**") and all U.S. and international anti-bribery laws as applicable.

    ii.   Neither the VCSP nor any of its agents or employees may offer, pay, promise or authorize any direct or indirect payments of anything of value for the purpose of obtaining business to any government official (including any person holding an executive, legislative, judicial or administrative office, whether elected or appointed, or any official or employee of any public international organization, such as the United Nations or World Bank, or any person acting in any official capacity for or on behalf of such government, public enterprise or state-owned business), any political party or party official, any political candidate or any person or entity whom the VCSP knows or has reason to believe will give part of the payments to any of the previously mentioned categories of people. Should the VCSP have any further questions about the FCPA, the VCSP may visit the Department of Justice's website at *http://www.usdoj.gov/criminal/fraud/fcpa/*.

k. Export. The VCSP shall only export or re-export Veeam Software Products as permitted by this Agreement and all applicable export control laws, including the United States Export Administration Act. All other exports are expressly prohibited. The VCSP agrees to not knowingly provide any services to any country, entity or individual that is on any sanctions or embargo list maintained by the United States Government, European Union or United Nations.

20. TERRITORY

Territory means the country in which the VCSP's principal place of business is located, as identified by the VCSP on the Veeam ProPartner Enrollment form.

21. APPOINTMENT AND TERRITORY RESTRICTIONS.

a. VCSPs including Veeam's reseller partners, shall obtain Software Products solely through VCSP Aggregators authorized by Veeam.

b. Use of Products by End Customers is subject to the terms of the EULA and (i) VCSP shall ensure that the EULA is executed by the End Customer in its current full and unmodified format; or (ii) if the VCSP is the End Customer, the VCSP shall execute the EULA in its current full and unmodified format.

Exhibit A

Countries by Region. These regions cover the following countries, which Veeam may update from time to time:

A) Veeam APJ region means: Australia, New Zealand, Fiji, Papua New Guinea, Tonga, Samoa, Solomon Islands, Kiribati, Marshall Islands, Fed. States of Micronesia, Palau and Vanuatu,
   - Veeam Asia region means: China (HK, Macau), Taiwan, Singapore, Vietnam, Brunei Darussalam, Cambodia, East Timor, Guam, Indonesia, Malaysia, Philippines, Thailand, Japan, Laos, Myanmar, South Korea, Bhutan.

B) Veeam EMEA Northern region means: Belgium, Luxembourg, Netherlands, Denmark, Faroe Islands, Greenland, Iceland, Finland, Bouvet Island, Norway, Svalbard And Jan Mayen Islands, Sweden, Ireland, United Kingdom, Isle of Man, Guernsey and Alderney, Jersey, South Africa.

C) Veeam EMEA Southern region means: Mayotte, France, Algeria, Monaco, Morocco, Tunisia, French Guiana, French Polynesia, Guadeloupe, Martinique, New Caledonia, Reunion, Saint Pierre and Miquelon, Wallis and Futuna, Andorra, Gibraltar, Portugal, Spain, Italy, San Marino, Holy See (Vatican City), Cyprus, Malta, Greece, Israel, Turkey.

D) Veeam EMEA Central and Emerging Market region means: Germany, Switzerland, Liechtenstein, Austria, Bosnia And Herzegovina, Croatia, Kosovo, Macedonia, Montenegro, Serbia, Slovenia, Estonia, Latvia, Lithuania, Czech Republic, Hungary, Poland, Albania, Bulgaria, Romania, Slovakia, Kazakhstan, Kyrgyzstan, Mongolia, Tajikistan, Turkmenistan, Uzbekistan, Russian Federation, Armenia, Azerbaijan, Belarus, Georgia, Moldova, Rep., Ukraine, Bangladesh, Bhutan, India, Nepal, Sri Lanka, Maldives, Afghanistan, Pakistan, Bahrain, Iraq, Kuwait, Qatar, Libyan Arab Jamahiriya, Palestine, Egypt, Jordan, Lebanon, Saudi Arabia, Yemen, Oman, United Arab Emirates.