

DELIVERY PARTNER TERMS AND CONDITIONS

1. These Delivery Partner Terms and Conditions (the "**Delivery Partner T&C's**") provide for certain amendments and terms in addition to the General Terms and Conditions Vecos (the "**General Terms and Conditions**") and the Releezme SaaS Conditions (the "**SaaS Conditions**") for hardware, software and services (together: the products) to be provided by Vecos to Delivery Partner for resale by Delivery Partner to the end-user named in the Quotation or otherwise approved by Vecos ("**End-user**") in accordance with the Quotation. Any reference in the SaaS Conditions and the General Terms and Conditions to 'customer' shall be deemed to be a reference to Delivery Partner.
2. Unless these Delivery Partner T&C's provide otherwise, in the event of any conflict between the terms and conditions agreed between the parties, the following order of ranking shall determine which terms prevail:
 - (a) the Quotation;
 - (b) the Delivery Partner T&C's;
 - (c) the SaaS Conditions;
 - (d) the DPA; and
 - (e) the General Terms and Conditions.
3. The relationship between Vecos and Delivery Partner is that of a seller and an independent purchaser. Subject to the terms set out in the General Terms and Condition and the SaaS Conditions, Delivery Partner purchases the products from Vecos for resale to End-user in Delivery Partner's own name and at its own risk and account. With regard to services and software-as-a-service, Vecos will be the supplier of Delivery Partner and Delivery Partner will be the supplier of the End-user. Delivery Partner shall not represent itself as an agent or representative of Vecos for any purpose. The prices at which Delivery Partner resells the products to End-user shall be determined solely by Delivery Partner.
4. Delivery Partner shall only be entitled to deliver the products to End-user and only at the location and in the country as specified in the Quotation. Delivery Partner shall render a high quality of services to End-user and shall provide End-user timely with the information and assistance it reasonably requires to make proper and effective use of the products provided by Vecos to Delivery Partner. Delivery Partner shall notify Vecos immediately in writing of any material complaint or suit brought or threatened by End-user in connection with the products. Delivery Partner shall provide services to the End-user for installation and/or configuration of the products and relevant support services to the End-user, such as a first line support desk, necessary to maintain a satisfied End-user through good faith and proper business management ("**Support Services**"). Parties may agree that Vecos executes (any part of the) Support Services on Delivery Partner's behalf.
5. Vecos shall ensure that the products at all times comply with applicable laws and regulations in the EU. Delivery Partner shall ensure at its own costs that the products at all times comply with applicable laws and regulations in all other countries.
6. Delivery Partner shall be responsible for all communications and correspondence with any person having regulatory or supervisory authority over the business or operations of Delivery Partner (a regulatory authority) in relation to this agreement, it being understood that Delivery Partner shall inform Vecos timely in advance of all such communications and correspondence and adhere to Vecos' reasonable instructions with respect to such communications and correspondence.
7. Delivery Partner agrees to indemnify, defend and hold Vecos harmless on first written demand for and against any damages, costs and other liabilities and expenses (including reasonable attorneys' fees and court costs) arising out of or in connection with a claim, fine or penalty by any person (including any governmental authority) (i) alleging that the products infringes any applicable local laws and regulations outside the EU, or (ii) alleging that Vecos has breached any applicable local laws and regulations outside the EU; or (iii) arising out of or in relation to End-user's use of the products.
8. The Delivery Partner shall stipulate in a binding agreement that the End-user shall not resell or distribute the products to third parties without the consent of Vecos. All use of the SaaS by the End User is subject to the Order and the Releezme SaaS Conditions. Delivery Partner is responsible for ensuring that the End-user commits itself thereto as were it the Customer (which includes all limitations on Permitted Users and quantity restrictions as stated in the Order) in a manner that is legally binding upon the End-user. Delivery Partner shall provide evidence of such commitment by the End-user to Vecos upon request.
9. Article 19.3 of the General Terms and Conditions are for the purposes of this agreement replaced with the next sentence. The agreement between Vecos and Delivery Partner and any obligations arising out of or in connection with it shall be governed by Dutch law, without giving effect to the conflict of laws rules thereof.
10. Articles 19.4 up to and including 19.7 of the General Terms and Conditions are for the purposes of this agreement replaced with the following provision: "Any disputes arising out of or in connection with the agreement between Vecos and Delivery Partner, including regarding the existence or validity of this agreement and this disputes provision, will be finally settled by arbitration under the Rules of Arbitration of the International Chamber of Commerce by one arbitrator appointed in accordance with the said Rules. The place of arbitration will be Amsterdam, the Netherlands. The language of the arbitration will be English. The arbitrator will decide according to the rules of law. The arbitral award will not be made public."
11. If and insofar personal data for or from the Delivery Partner is processed by Vecos in the context of the execution of an agreement:
 - (a) Except as otherwise provided in these Delivery Partner Terms, Article 23 of the GTC's applies whether or not a Delivery Partner (or Delivery Partner's end-user) is a data controller subject to the GDPR. Prior to any transfer of Personal Data, Delivery Partner shall obtain, either on its own behalf or behalf of its end-user, or shall procure that end user obtains all necessary consents, approvals, licenses, permits and waivers required under applicable data protection law to process, use, disclose and transfer personal data. This requirement also includes any notifications made to data subjects and competent data protection authorities.
 - (b) Delivery Partner hereby instructs Vecos to process personal data in accordance with the agreement. The agreement is Delivery Partner's complete and final instructions to Vecos for the processing of personal data, except to the extent agreed otherwise in writing by the Parties.
 - (c) Vecos shall not retain, use or disclose such personal information for any purpose other than for the specific purpose of performing the services specified in the agreement. Vecos shall enable the customer to comply with its obligations under applicable privacy laws to delete any personal information (right to deletion).
 - (d) In addition to article 23.11 of the General Terms and Conditions, it is hereby acknowledged and agreed that personal data may be processed, stored and/or transmitted in the EU, USA and Australia.
 - (e) The DPA, available on <https://www.vecos.com/en/general-terms-and-conditions/> is applicable to the processing of personal data as part of any SaaS provided by Vecos.

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