



## RESELLER TERMS *UK Version*

These Reseller Terms are incorporated by reference into the CSS Terms and apply only if the Special Terms expressly authorize Customer to resell Solutions and then only with respect to the territory specified in such Special Terms (the "Territory").

### 1. RIGHTS.

1.1 Scope. If the Special Terms expressly provide that Customer may resell Solutions, then notwithstanding the other terms of the Agreement, Company grants Customer (hereinafter, "Reseller") the non-exclusive and non-transferable right to resell the Solutions to Reseller's end user customers ("Indirect Users") in the Territory. If no Territory is specified, then Reseller shall have no right to resell the Solutions anywhere in the world. To the fullest extent permitted under applicable law, Reseller will not solicit orders or engage in active sales of the Solutions outside the Territory.

1.2 Non-Exclusive Agreement. For the avoidance of doubt, Reseller's resale rights are non-exclusive and nothing herein prevents Company from selling or licensing Solutions, directly or indirectly, through related or third parties, in the Territory. In no event will Reseller be entitled to any commission, fees or other amounts related to such sales or licenses.

2. **PRICING**. Reseller is free to establish the prices and discounts it charges to Indirect Users for Solutions. The price Reseller pays to Company for Solutions is set forth in the Special Terms. Company's suggested retail price is a suggested price only.

3. **ORDERS AND PAYMENT**. Reseller will order Solutions from Company authorized distributors approved to sell to Reseller in the Territory, as communicated by Company to Reseller in writing, in accordance with the terms between Reseller and authorized distributor. If approved by Company, Reseller may purchase from the Company in accordance with Company's order entry process. Company reserves the right to accept or reject any order at its discretion. If Company approves an order, Company will invoice Reseller for the Solution in accordance with the Special Terms. Reseller will remit payment within 30 days of the invoice date, regardless of whether Reseller has received payment for the Solution.

### 4. OPERATION.

4.1 Branding. All Solutions will be branded in accordance with Company's trademark usage and branding guidelines. As between the Reseller and Company, all trademarks, service marks, trade names and logos identifying the Solutions are and will remain the exclusive property of Company or its licensors. Company grants to Reseller a limited, non-exclusive, royalty-free, non-transferable, non-sub-licensable right to use such marks in the Territory for the duration of this Agreement, solely to market and promote the Solutions and only in accordance with Company's trademark usage and branding guidelines. Any and all goodwill appurtenant to the use of such trademarks shall be the exclusive property of Company.

4.2 Business Conduct. Reseller will resell the Solutions in accordance with the Company's resale policies and procedures. Reseller will resell Solutions subject to the Agreement. Reseller will, at its expense, obtain and maintain any governmental authorizations that may be required under the laws of the Territory to resell the Solutions. Reseller is responsible for complying with local laws and regulations for each of the territories Reseller is authorized by Company to sell into.

4.3 Notices. Reseller shall not remove, alter or obscure any copyright, patent, trademark or other notice that appears on the Solutions.

4.4 EULA. All Software is subject to the terms and conditions of Seagate's standard end user license agreement ("EULA") available at [www.seagate.com](http://www.seagate.com) or otherwise provided by Seagate. As a condition to reselling Products, Reseller must provide a copy of the EULA to the Indirect User and shall use its reasonable efforts to obtain the consent of Indirect Users to EULA as part of its sales agreement and deliver relevant licenses and notices for third party software for the Software that are not otherwise available at [www.seagate.com](http://www.seagate.com).

5. **AT WILL TERM**. Neither Company nor Reseller has any ongoing obligation to supply or resell Solutions. Unless expressly agreed otherwise in Special Terms, these Reseller terms are effective on a month to month basis and either party may terminate these Reseller Terms at any time on 30 days prior notice. Upon termination, Reseller shall immediately pay all outstanding fees to Company. If Reseller is entitled under local law or otherwise to any special payment or termination indemnity as a consequence of termination or expiration of these Reseller Terms, Reseller hereby waives and disclaims any right to such payment or indemnity.

6. **AUDIT**. Reseller agrees to keep complete, correct and detailed records relating to its resale of Solutions, including a list of all Indirect Users. At Company's reasonable request and upon 10 days prior written notice, Company and/or its authorized representatives shall have the right to inspect and audit Reseller's compliance with these Reseller Terms at Reseller's facilities and other applicable locations during normal business hours, but no more than twice per year. Reseller shall cooperate with such audit. If an audit reveals that Reseller materially failed to comply with the Reseller Terms, Reseller will reimburse Company for the cost of the audit.

7. **INDEMNITY**. Reseller will indemnify Company against any damage, loss, liability or expense (including lawyers' fees) that Company may incur as a result of (i) any promise granted by Reseller in addition to or in lieu of the provisions set out in these and the CSS Terms, (ii) any omission or inaccuracy in Reseller's advertisements, promotional materials and documentation that relate to the Solutions, or (iii) any modification of or addition to the Solutions not provided by Company, in each case, on the condition that Company (a) notifies Reseller in writing promptly following the date on which Company becomes first aware of such claim, (b) gives Reseller, at Reseller's request and expense, sole authority and control of the defense or settlement of such claim, and (c) provides all reasonable information and assistance requested by Reseller to handle the defense or settlement of any such claim. This Section will not be construed to limit or exclude any other claims or remedies which Company may assert under these Reseller Terms or by law.