

Third-Party Terms and Conditions



1. AppDynamics – Special Terms and Conditions



Applicable only if the goods and/or services under the agreement include AppDynamics goods and/or services

- 1.1 By purchasing AppDynamics services and goods, the Customer declares that it is clearly aware and accepts the specific conditions of use established by AppDynamics, available at the following link: www.cisco.com/go/eula
- 1.2 It is prohibited to use AppDynamics goods and services in environments and equipment where failure of the software could cause serious personal injury or even death. The prohibition includes, by way of example, means of transport, nuclear or chemical facilities, life support systems, medical equipment and weapon systems (so-called “high risk” situations).
- 1.3 The express or implied warranty of suitability for use in “high risk” situations is hence excluded.
- 1.4 AppDynamics is not liable for any loss or damage that is directly or indirectly caused by the unauthorised use of the Software for generating: 1) unencrypted passwords or other authentication credentials; 2) payments or financial transactions of any kind; 3) information relating to persons under the age of 16.

2. Check Point Infinity Total Protection Program - Special Terms and Conditions



Applicable only if the goods and/or services under the agreement include Check Point Infinity Total Protection Program goods and/or services

- 2.1 As required by the Infinity Total Protection Program, at the beginning of each quarter from delivery of the supply, the Customer shall provide Check Point with a report on the previous quarter, specifying the number of business users registered on a monthly basis.

- 2.2 Check Point reserves the right to carry out checks, at any time and at its own discretion, to monitor the Customer’s compliance with the terms of the agreement, in respect of which these Special Terms and Conditions form an integral and substantial part.

3. Cisco Cloud - Special Terms and Conditions



Applicable only if the goods and/or services under the agreement include Cisco Cloud goods and/or services

I. Compliance with the Terms and Conditions

- 3.1 “Cisco Cloud Services” means the cloud-based services offered and provided to the Customer directly by Cisco, in compliance with the mandatory conditions laid down by Cisco.
- 3.2 Use of the Cloud Services is subject to compliance by the Customer with all the rules provided by Cisco for the Cloud Services, which are partly available at the following links:
- a. https://www.cisco.com/c/en/us/about/legal/cloud-and-software/end_user_license_agreement.html
 - b. <https://www.cisco.com/c/en/us/about/legal/cloud-and-software/software-terms.html>
- 3.3 By accepting the offer, the Customer accepts Cisco’s terms and conditions for the provision of the Cloud Services, as specified by Cisco on its websites.
- 3.4 In order to verify the applicable conditions and for any clarification on the matter, the Customer may directly contact its contact person assigned by Cisco.
- 3.5 Access to the Cloud Services is made available directly by Cisco also in accordance with article 45 of the General Terms and Conditions “Acceptance of Third-Party Terms and Conditions”.
- 3.6 Please note that in providing the Cloud Services, Cisco shall process the Customer’s personal data exclusively in accordance with its Data Protection Policy and Privacy Policy set out in said conditions.
- 3.7 Please note that use of the Cloud Services is subject to compliance by Customers with specific behavioural obligations. Attention is specifically drawn to compliance with some of the behavioural rules provided for by Cisco, relating to:
- a. prohibition on creating interference with the Cloud Services or with access to them by other users;

- b.** prohibition on uses other than internal business use (the sale, resale or distribution of Cloud Services is prohibited);
- c.** prohibition on causing peaks or unusual increases in the use of Cloud Services;
- d.** prohibition on unauthorised access, penetration tests, monitoring crawling or the spreading of malware.

For all other behavioural rules, please refer to the manufacturer's terms and conditions.

3.8 Cisco reserves the right to suspend or terminate the provision of the Cloud Services in the event of breach of such obligations, as well as in the event of attempted breach of intellectual property rights owned by Cisco or breach of international import/export regulations, with corresponding waiver of any refund and reserving the right to any broader rights on the part of Cisco and VEM.

3.9 The Customer acknowledges and accepts that Cisco will be entitled to change the terms and conditions of the Cloud Services, for any reason whatsoever and at its sole discretion, at any time and without any obligation of prior notice to the Customer and other interested parties. VEM shall notify the Customer of such changes by sending the updated version, which is hereby deemed to be accepted by the Customer.

3.10 In any case, it is specified that:

- a.** these Special Terms and Conditions should not be considered exhaustive; therefore, the Customer undertakes to carefully read and comply with all of the terms and conditions laid down by Cisco and set out in the documentation file accompanying the provision of the Cloud Services;
- b.** in any event of conflict between these Special Terms and Conditions and the documentation file drawn up by Cisco, referred to in point a. above, the documentation file shall prevail, meaning that the Cloud Services shall in all cases be regulated by Cisco;
- c.** in the event of conflict between the provisions set out in the Cisco terms and conditions and, more in general, in the accompanying documentation file, the order of prevalence specified by Cisco shall apply;
- d.** provision of the Cloud Services is fully regulated according to the terms and conditions laid down by Cisco; therefore, they shall in no case be construed and/or interpreted as intended to make representations and/or warranties other than and/or additional to those made by Cisco.

- 3.11 By accepting these Special Terms and Conditions, the Customer acknowledges that in order to resell the Cloud Services, VEM may transfer the Customer's personal data to Cisco; specifically, VEM may access the portal that Cisco makes available to the Customer for the purpose of managing the services, solely to perform activities on the Customer's behalf such as:
- a. creating and deactivating users;
 - b. downloading reports that contain statistical data in aggregate, anonymous form regarding use of the Cloud Services by the Customer.
- 3.12 Cisco shall provide the Cloud Services through an infrastructure made available to VEM as Cisco Partner. By accepting these Special Terms and Conditions, the Customer authorises:
- a. Cisco to transmit the Customer's personal data to VEM and at the same time
 - b. VEM to transmit the Customer's personal data to Cisco.

II. Duration of Cloud Services

- 3.13 The Cloud Services shall be provided for the duration explicitly specified in the offer, subject to tacit and automatic renewal for a period of further **12 months**, without prejudice to both parties' right of cancellation which may be exercised by written notice sent by certified email at least **45 days** in advance. The Customer may exercise this right by writing to vem@legalmail.it within the deadline specified above.
- 3.14 Deactivation of the Cloud Services will result in permanent and immediate cancellation of the account(s) connected to said services, as well as any configuration and/or content thereof and/or related thereto.

III. Further specific conditions for the Cloud WebEx Services

- 3.15 The Customer takes note and acknowledges that the WebEx Service is not a substitute for voice services, therefore:
- a. Cisco is not responsible for the provision of public switched telephone network services;
 - b. to make calls through the WebEx service, the Customer shall use public switched telephone network (PSTN) voice services provided by telephone operators, through a remote gateway installed at the Customer's premises or through a provider integrated with the WebEx portal recognised by Cisco as specified below:
 - <https://www.cisco.com/c/en/us/products/collateral/unified-communications/webex-calling/datasheet-c78-742056.html>
 - <https://community.cisco.com/t5/collaboration-voice-and-video/cloud-connected-pstn-provider-partners-for-cisco-webex-calling/ta-p/3916211>

- 3.16** Cisco shall not be liable for the configuration of calls to emergency numbers. Specifically, Cisco shall not be liable for
- a.** failure to reach emergency services;
 - b.** inaccessibility to the call centre associated with the location of the call.
- 3.17** In the absence of a specific assignment in the offer, VEM shall not be liable for the configuration of the WebEx service for calls to emergency services. Instead, in the event of a specific assignment described in the offer, VEM undertakes to configure WebEx and to verify the accuracy of the configuration activities thus carried out, immediately at the end of the configuration (any further periodic verification activity being regarded as highly recommended by VEM on at least a six-monthly basis, but provided by VEM only upon specific request expressly stated in the offer).
- 3.18** In any case, the Customer acknowledges and accepts that VEM cannot guarantee:
- (i)** that VEM will reach the emergency services;
 - (ii)** that VEM will access the call centre associated with the location of the call;
 - (iii)** that the calls made by VEM will be successful, since these are activities beyond VEM's control (e.g. bandwidth, network connection, failure to reach the WebEx services due to technical problems of the Customer's equipment and/or internet provider's equipment, accidental errors on firewall configuration or on navigation or traffic routing policies).
- 3.19** In any event, the Customer shall be exclusively liable for independently providing a bandwidth suitable to ensure that the audio channels are available for emergency calls according to the instructions in Cisco's documentation file.
- 3.20** Please note that, by accepting this offer, the Customer will benefit from the Cloud Services, such as the WebEx Services, for a specific number of users, established according to the Customer's needs and provided exclusively for internal business use. The price mentioned in the offer, therefore, refers to activation of the specific number of users requested by the Customer and specified therein.
- 3.21** The Customer acknowledges and takes note that should the number of users specified in the offer be exceeded, this shall entail the payment of an additional price to VEM for such additional users and for the administrative costs incurred to manage this excess number, as settlement value. For this purpose, Cisco will carry out periodic checks, at its own discretion and using methods of its choice, on the number of additional users activated by the Client.

- 3.22 If the parties do not exercise the right to cancel within the deadlines established above, and the Cloud Services, such as the WebEx Services, are renewed, the number of users in respect of which the fee will be calculated will already include the number of any additional users regularly activated by the Customer.

IV. Further specific conditions for the Cisco Umbrella Cloud Services

- 3.23 The Customer is aware that the Cisco Umbrella Cloud Services do not guarantee total security, given that new cyber intrusion and attack techniques involving files, networks and endpoints are under continuous development. Therefore, VEM and Cisco do not provide any warranty for the protection of files, network or endpoints against all malware, viruses or malicious attacks by third parties.
- 3.24 Any warranty towards third-party systems or services integrated with the Cisco Umbrella Cloud Services is excluded. Any integrations made available to the Customer together with the Cisco Umbrella Cloud Services are provided “as is”.
- 3.25 When using the Cisco Umbrella Cloud Services with “Delivered Firewall” and/or “SIG Essentials” options, the Customer undertakes not to (and not to allow third parties to):
- a. use the Cisco Umbrella Cloud Services to perform automated queries to external websites;
 - b. use the Cisco Umbrella Cloud Services to access websites or services blocked in breach of applicable laws and/or regulations;
 - c. use the Cisco Umbrella Cloud Services for the purpose of intentionally concealing one’s identity in order to commit unlawful acts or evade legal proceedings.
- 3.26 By using the Cisco Umbrella Cloud Services, the Customer acknowledges that Cisco and VEM could disclose its data to comply with legal obligations and/or the orders of legal and/or other competent authorities.

V. Further specific conditions for CUCM Cloud Services

- 3.27 Cisco disclaims all liability arising from the improper configuration of emergency call services, including, but not limited to, the failure to reach emergency services and inaccessibility to the call centre associated with the location of the call.

- 3.28 In the absence of a specific assignment in the offer, VEM shall not be liable for the configuration of the CUCM Services for calls to emergency services. Instead, in the event of a specific assignment described in the offer, VEM undertakes to configure the CUCM Services and to verify the accuracy of the configuration activities thus carried out (any further periodic verification activity being regarded as highly recommended by VEM on at least a six-monthly basis, but due by VEM only upon specific request expressly stated in the offer).
- 3.29 In any case, the Customer acknowledges and accepts that VEM cannot guarantee that
- a. the Customer will reach the emergency services;
 - b. the Customer will access the call centre associated with the location of the call;
 - c. the calls made by the Customer will be successful, since these are activities beyond VEM's control (e.g. bandwidth, network connection, failure to reach the CUCM Services due to technical problems of the Customer's equipment and/or internet provider's equipment, accidental errors on firewall configuration or on navigation or traffic routing policies).
- 3.30 In any event, the Customer shall be exclusively liable for providing a bandwidth suitable for ensuring that the audio channels are available for emergency calls in accordance with the instructions in Cisco's documentation file.

4. Citrix – Special Terms and Conditions



Applicable only if the goods and/or services under the agreement include Citrix goods and/or services

- 4.1 By executing this agreement, the Customer acknowledges and expressly accepts the terms and conditions regulating the Citrix goods and services, which at any time may be subject to possible changes at the manufacturer's discretion, and are available at the following link: www.citrix.com.
- 4.2 VEM hereby informs Customer that it is independent of Citrix and that there is no agency relationship between VEM and Citrix.

5. DigiCert – Special Terms and Conditions



Applicable only if the goods and/or services under the agreement include DigiCert goods and/or services

- 5.1 By executing this agreement, the Customer acknowledges and expressly accepts the terms and conditions regulating the DigiCert goods and services, which at any time may be subject to possible changes at the manufacturer's discretion, and are available at the following link: ("*DigiCert Certificate Terms of Use*", "*DigiCert Subscriber Agreement*", "*DigiCert Privacy Policy*"): <https://www.digicert.com/legal-repository/>

6. HP – Special Terms and Conditions



Applicable only if the goods and/or services under the agreement include HP goods and/or services

- 6.1 By executing this agreement, the Customer expressly agrees and guarantees that the HP goods and/or services are purchased only for its own internal use and not for resale to third parties.
- 6.2 The Customer is the data controller of the personal data processed as part of the services provided by HP. If HP is the data processor, the relationship between the Customer and HP is governed by the HP DPA, available at <https://www.hp.com/gb-en/privacy/ww-customer-addendum.html>.
- 6.3 VEM processes the Customer's personal data in accordance with the Data Processing Agreement, as required by art. 28 Regulation EU 2016/679, which has been concluded with VEM.

7. Milestone – Special Terms and Conditions



Applicable only if the goods and/or services under the agreement include Milestone goods and/or services

- 7.1 By executing this agreement, the Customer acknowledges and expressly accepts the terms and conditions regulating the Milestone goods and services, which at any time may be subject to possible changes at the manufacturer's discretion, and are available at the following link: <https://www.milestonesys.com/it/support/resources/download-software/>

8. NetApp – Special Terms and Conditions



Applicable only if the goods and/or services under the agreement include NetApp goods and/or services

- 8.1 By executing this agreement, the Customer acknowledges and expressly accepts the terms and conditions regulating the NetApp goods and services, which at any time may be subject to possible changes at the manufacturer's discretion, and are available at the following link: <http://netapp.com/us/how-to-buy/stc.html>

9. Nutanix – Special Terms and Conditions



Applicable only if the goods and/or services under the agreement include Nutanix goods and/or services

- 9.1 By executing this agreement, the Customer acknowledges and expressly accepts the terms and conditions regulating the Nutanix goods and services, which at any time may be subject to possible changes at the manufacturer's discretion, and are available at the following link: <https://www.nutanix.com/viewer?type=pdf&path=/content/dam/nutanix/resources/misc/nutanix-license-and-services-agreement.pdf>

10. Radware – Special Terms and Conditions



Applicable only if the goods and/or services under the agreement include Radware goods and/or services

- 10.1 These special terms and conditions apply to all Radware cloud services purchased by the Customer, including any related hardware and/or software.
- 10.2 If the Customer's use of Radware cloud services exceeds even one level purchased by VEM - i.e. traffic levels, number of deviations, duration of deviations, number of protected assets - the Customer is required to pay the additional price for this extra-use, according to the fees indicated by VEM from time to time. Failure to pay the additional price for such extra-use shall entitle Radware to immediately suspend the access to the cloud services associated with such failure and, if the Customer fails to pay the amount due within twenty (20) days following the first written payment request, the cloud services shall be permanently terminated.

- 10.3 If the Customer purchases hardware or software products connected to Radware cloud services, the warranty on such products, the maintenance and support on services and the “life cycle” are established by Radware's Certainty Support Guide published at <https://www.radware.com/Support/Certainty-Support-Program/>. This guarantee is provided directly and exclusively by Radware.
- 10.4 Except for warranties provided under the Radware's Certainty Support Guide, all Radware products and services are provided “as is” without warranty of any kind type, expressed or implied.
- 10.5 All intellectual property rights related to the Radware cloud services are and remain exclusive property of Radware.
- 10.6 The Customer is the data controller of the personal data processed as part of the services provided by Radware. If Radware is the data processor, the relationship between the Customer and Radware is governed by the Radware DPA, available at <https://www.radware.com/documents/dpa-customer/>. VEM processes the Customer's personal data in accordance with the Data Processing Agreement, as required by art. 28 Regulation EU 2016/679, which has been concluded with VEM.
- 10.7 The Customer acknowledges and agrees that Radware uses the sub-processors listed in this list available at <https://www.radware.com/documents/cloud-subprocessors/>.

11. Red Hat – Special Terms and Conditions



Applicable only if the goods and/or services under the agreement include Red Hat goods and/or services

- 11.1 By purchasing Red Hat services and goods, the Customer declares that it is clearly familiar with and accepts the specific conditions of use established by Red Hat, available at the following link: <https://www.redhat.com/en/about/agreements#rhel>
- 11.2 Red Hat goods and services are not specifically designed, manufactured or intended for use in the following areas:
- a. design, construction, maintenance, control or direct operation of nuclear facilities;
 - b. air navigation, control or communication systems, weaponry;
 - c. direct life support medical systems;
 - d. other similar hazardous situations.

- 11.3 The Customer agrees that it shall be solely liable for the results obtained and any consequences associated with the use of Red Hat goods and services in the aforementioned areas.

12. Signify – Special Terms and Conditions



Applicable only if the goods and/or services under the agreement include Signify goods and/or services

- 12.1 To ensure proper use of Signify goods and services, the Customer shall:
- a. use a management information system that complies with Signify's minimum requirements;
 - b. set up an internet access that meets all the technical requirements envisaged for the use of the goods and/or services;
 - c. use one of the operating systems and browsers recommended by Signify;
 - d. where applicable, use the software with compatible hardware equipment;
 - e. comply with any additional specific requirement requested by Signify to access the goods and/or services.

- 12.2 By entering into the Agreement, the Customer acknowledges, declares that it is aware and expressly accepts the terms and conditions regulating the use of Signify goods and services, as specified, merely by way of example, in the Terms Of Service (TOS) and Supplemental Terms made available by the manufacturer on its website.

- 12.3 Signify may suspend the delivery of, access to, or use of the goods and services in the event that the Customer:
- a. breaches any obligation or provision in the TOS and in the Terms of Use determined by Signify;
 - b. breaches applicable law, including export regulations;
 - c. uses the goods and services inappropriately due to technical problems beyond Signify's control.

If the suspension lasts for more than **2 consecutive months**, Signify shall be entitled to permanently cease the delivery, access or use of the goods and services, without this releasing the Customer from the obligation to pay the price.

- 12.4 Please note that VEM does not operate as an agent or representative of Signify; therefore, it has no right to issue any representations, warranties or covenants on behalf of Signify to the Customer.

- 12.5 If the goods and/or services provided include software and/or web and/or mobile applications, the Customer shall use such applications and/or software in

accordance with the terms of use established by Signify and, where applicable, shall keep a full back-up of the installed software in order for it to be readily available.

- 12.6 In the event of a software error, the Customer shall provide Signify with warning or error messages and support Signify in updating or replacing the software used.

13. Trellix – Special Terms and Conditions



Applicable only if the goods and/or services under the agreement include Trellix goods and/or services

- 13.1 By executing this agreement, the Customer acknowledges and expressly accepts the terms and conditions regulating the Nutanix goods and services, which at any time may be subject to possible changes at the manufacturer's discretion, and are available at the following link: <https://www.trellix.com/en-us/about/legal.html>
- 13.2 Specifically, the Technical Support and Maintenance services provided directly by Trellix are governed by the Technical Support and Maintenance Terms and Conditions established by Trellix, available at the link <https://www.trellix.com/en-us/assets/docs/legal/technical-support-and-maintenance-terms-and-conditions.pdf> which the Customer declares to know and accept.
- 13.3 The Professional Services provided directly by Trellix are also governed by the Professional Service Terms and Conditions established by Trellix, available at the link <https://www.trellix.com/en-us/assets/legal/trellix-professional-service-terms-and-conditions.pdf> which the Customer declares to know and accept.