

VAST DATA PARTNER PORTAL TERMS AND CONDITIONS

1. Acceptance and Scope

By clicking "I Accept" or accessing the VAST Data Partner Portal (the "Portal"), a platform intended to manage the engagement, lead registration, incentives and go-to-market activities between Vast Data and its authorized resellers, distributors and other business partners (hereafter "Partners"), you acknowledge that you are an authorized representative of a VAST Data Partner entity ("you" or "your") and you agree to be bound by these Partner Portal Terms and Conditions ("Portal Terms").

2. Prerequisite Partner Agreement

Access to the Portal is conditioned on Partner having executed a current and valid reseller agreement, distributor agreement, or other authorized agreements with VAST Data Inc. and/or (at Vast Data's discretion) its affiliates ("VAST Data," "we," or "us") (each, a "Partner Agreement"). These Portal Terms supplement and are subject to the Partner Agreement. In the event of any conflict between these Portal Terms and the Partner Agreement, the Partner Agreement controls. You represent and warrant that the Partner which you represent has executed the applicable Partner Agreement and that such agreement remains in full force and effect for the duration of your use of this Portal.

3. Account Access and Security

3.1 Account Registration. In order to access and use the Portal, you must register for an account, by providing complete and accurate registration information. You will be provided with user credentials for the Portal. You will be responsible for any and all activities that occur under your account.

3.2 User Credentials. You are responsible for maintaining the confidentiality of your login credentials and for all activities that occur under your account. You agree to notify VAST Data immediately of any unauthorized use of your account.

3.3 Authorized Users. You may only create accounts for individuals who are employees or authorized representatives of Partner. Accounts are personal to the individual Partner registrant and may not be shared or transferred to any other person.

3.4 Account Termination. We reserve the right to suspend or terminate your access to the Portal at any time and for any reason, with or without notice, including if your Partner Agreement expires or is terminated.

3.5 Marketing Communications. By creating an account on the Portal, you consent to receive marketing and promotional communications from VAST Data, including product updates, partner program news, training opportunities, and promotional offers, via the email address(es) associated with your account. You may opt out of marketing communications at any time by updating your communication preferences within the Portal. Opting out of marketing communications will not affect transactional or administrative communications related to your Portal account or Partner Agreement.

4. Permitted Use

4.1 Business Purposes. You may access and use the Portal solely for the purpose of fulfilling your obligations and exercising your rights under the Partner Agreement, including accessing marketing materials, product information, training resources, and other partner-related content.

4.2 Restrictions. You agree not to:

- Share your login credentials with any third party
- Access or attempt to access any portion of the Portal to which you have not been granted access
- Use any automated means (including bots, scrapers, or scripts) to access the Portal
- Reverse engineer, decompile, or disassemble any Portal functionality
- Upload or transmit any viruses, malware, or other harmful code

- Use the Portal in any manner that violates applicable law or regulation
- Interfere with or disrupt the integrity or performance of the Portal

5. Intellectual Property and Confidentiality

5.1 **Ownership.** All content available through the Portal, including marketing materials, product documentation, training materials, software, and other resources ("Portal Content"), is and remains the exclusive property of VAST Data or its licensors. Subject to your compliance with these Portal Terms and the Partner Agreement, we grant you a limited, non-exclusive, non-transferable, non-sublicensable right to access and use the Portal Content solely as permitted under the Partner Agreement and the Portal Terms.

5.2 **Confidentiality.** All Portal Content constitutes Confidential Information of Vast Data under the Partner Agreement and is subject to the confidentiality obligations set forth therein. In addition and notwithstanding anything to the contrary, You hereby agree not to disclose, reproduce, or distribute Portal Content except as expressly permitted by the Partner Agreement, nor use the Content for any other purpose other than for carrying out the Partner Agreement.

5.3 **Feedback.** If you provide any suggestions, comments, or feedback regarding the Portal, you grant VAST Data a perpetual, irrevocable, worldwide, royalty-free license to use such feedback without restriction or obligation to you.

6. Partner Data.

6.1 You represents and warrants that all data and information submitted through the Portal is complete, accurate, and not misleading. You are solely responsible for the quality and integrity of such data. VAST Data may use data submitted by Partner for the purposes of operating the Partner Portal, managing the partner relationship and improving the Portal, subject to applicable confidentiality obligations.

6.2 VAST Data may collect and process limited business-related personal data of Partner (such as names, business contact details, and Portal usage information) ("**Partner Data**") for the purposes of operating the Partner Portal, managing the partner relationship and improving the Portal. Any such processing will comply with applicable data protection laws, and in accordance with VAST Data's [Privacy Policy](#). VAST Data will retain Partner Data for as long as necessary to fulfill the purposes described in these Portal Terms and Partner Agreement or as required by applicable law.

7. Disclaimers

THE PORTAL AND ALL PORTAL CONTENT ARE PROVIDED "AS IS" AND "AS AVAILABLE" WITHOUT WARRANTY OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR NON-INFRINGEMENT. VAST DATA DOES NOT WARRANT AND EXPRESSLY DISCLAIMS, THAT THE PORTAL WILL BE UNINTERRUPTED, AVAILABLE AT ALL TIMES OR ANY TIME, ERROR-FREE, OR SECURE, OR THAT ANY DEFECTS WILL BE CORRECTED.

8. Limitation of Liability

TO THE MAXIMUM EXTENT PERMITTED BY LAW, IN NO EVENT WILL VAST DATA BE LIABLE FOR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL, OR PUNITIVE DAMAGES ARISING OUT OF OR RELATED TO YOUR USE OF OR INABILITY TO USE THE PORTAL, EVEN IF VAST DATA HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. VAST DATA'S TOTAL LIABILITY UNDER THESE PORTAL TERMS WILL NOT EXCEED ONE HUNDRED DOLLARS (\$100).

9. Modifications

We may modify these Portal Terms at any time by posting revised terms on the Portal. Your continued use of the Portal after such modifications constitutes your acceptance of the revised terms. We may also modify, suspend, or discontinue any aspect of the Portal at any time without prior notice.

10. Term and Termination

10.1 **Term.** These Portal Terms remain in effect for so long as you access or use the Portal.

10.2 Termination. Your right to access the Portal automatically terminates upon expiration or termination of the Partner Agreement. We may also terminate or suspend your access at any time for any reason. Upon termination, you must immediately cease all use of the Portal and destroy any Portal Content in your possession.

10.3 Survival. Sections 5 (Intellectual Property and Confidentiality), 6 (Partner Data), 7 (Disclaimers), 8 (Limitation of Liability), 10.3 (Survival) and 11 (General Provisions) survive any termination of these Portal Terms.

11. General Provisions

11.1 Governing Law. These Portal Terms are governed by the laws specified in the Partner Agreement, without regard to conflict of law principles.

11.2 Entire Agreement. These Portal Terms, together with the Partner Agreement, constitute the entire agreement between you and VAST Data regarding the Portal and supersede all prior agreements and understandings relating to the subject matter hereof.

11.3 Severability. If any provision of these Portal Terms is found to be invalid or unenforceable, the remaining provisions will remain in full force and effect.

11.4 No Waiver. Our failure to enforce any right or provision of these Portal Terms will not constitute a waiver of such right or provision.

11.5 Assignment. You may not assign or transfer these Portal Terms or your Portal access rights without our prior written consent. We may assign these Portal Terms without restriction.

11.6 Contact. For questions about these Portal Terms, please contact channelops@vastdata.com or appropriate contact.