

ADVANTECH SECURITY INFORMATION ACCESS TERMS

1. PREAMBLE

- 1.1 These Security Information Access Terms (hereinafter the “**Terms**”) are a legally binding document specifying the legal relationship between the company Advantech Czech s.r.o., identification number 24148661, with its registered offices at Sokolská 71, Kerhartice, 562 04 Ústí nad Orlicí, registered with Regional Court of Hradec Králové, section C, record 31061 (hereinafter “**Advantech**”, “**Us**” or “**We**”) and you (either individual or entity) (hereinafter “**You**”).
- 1.2 The “**Agreement**” shall refer to the agreement between You and Us, governed by these Terms.
- 1.3 The “**Parties**” (individually referred to as a “**Party**”) shall refer to the parties to the Agreement, *i.e.* You and Us.
- 1.4 A “**Consumer**” is any natural person who is acting for purposes which are outside the scope of his or her trade, business, craft or profession.
- 1.5 “**Confidential Information**” shall include any and all information, knowledge and data regardless of their designation and method of capture, which are marked as “limited disclosure” or “amber” or information provided on a webpage or its section marked as “limited disclosure” or “amber”. Confidential information does not include the information which:
 - 1.5.1 is publicly known at the time of disclosure or subsequently becomes publicly known through no fault of You and without their publication violating the obligations;
 - 1.5.2 was legally and provably available to You prior to the conclusion of this Agreement, unless such information was the subject of other information protection agreements previously concluded between the Parties;
 - 1.5.3 is the result of a procedure in which You reach it independently and are able to prove that with its records or an information of a third party which did not act in violation of law or the contract; and/or
 - 1.5.4 is provided to You after conclusion of this Agreement by a person not limited in such information handling.
- 1.6 “**Security Information**” shall mean any information provided by Us about Our products and services including information about their security.

2. GENERAL PROVISIONS

- 2.1 Advantech will provide You with access to Security Information. Some of the Security Information may be Confidential Information.
- 2.2 Access to Security Information is governed by these Terms and will be provided on condition that:
 - 2.2.1 there is a valid Agreement between You and Us,

- 2.2.2 You observe your confidentiality obligations under Section 3 of these Terms,
 - 2.2.3 You follow Advantech Security Guidelines available at <https://ep.advantech-bb.cz/application-notes#security-guidelines>,
 - 2.2.4 You inform us about any suspected vulnerability of our products or services you become aware of using [e-mail security@advantech.cz](mailto:security@advantech.cz).
- 2.3 The information is intended for Advantech customers and administrators of Advantech products and other persons authorized by Advantech. You hereby declare that You are an Advantech customer, administrator of Advantech products or otherwise authorized by Advantech to enter the Agreement.
- 2.4 Nothing in these Terms shall be interpreted as commitment of Advantech to provide certain type of information or provide information in particular scope or on particular schedule.

3. CONFIDENTIALITY

- 3.1 In relation to the Confidential information You are obliged to:
- 3.1.1 protect any and all Confidential information with which you have become acquainted;
 - 3.1.2 not use the Confidential information for Your own benefit or a benefit of a third party;
 - 3.1.3 take appropriate technical and organizational precautions to prevent unauthorized access to or disclosure of the Confidential Information;
 - 3.1.4 inform Us about any facts indicating a possible unauthorized access to or disclosure of the Confidential Information.
- 3.2 The obligation of confidentiality does not apply:
- 3.2.1 where We waive the confidentiality in a written form, in general or for a specific case and
 - 3.2.2 with regard to the public authorities, provided that You cannot effectively invoke the obligation of confidentiality and protection of the Confidential Information.
- 3.3 Where Confidential Information is subject to intellectual property rights, no rights are transferred by this Agreement.
- 3.4 You may disclose and grant access to the Confidential Information to those of Your employees, agents and consultants, or the employees, agents and consultants of Your affiliates to the extent that such disclosure is necessary and on conditions that each such person is bound to protect the Confidential Information as if it was a party to this Agreement.
- 3.5 You may also disclose and grant access to the Confidential Information to any person who is legally bound by these Terms based on an agreement with Us.
- 3.6 The obligation to protect Confidential Information shall be valid during the term of the Agreement and five years after its termination.

4. EXCLUSION OF LIABILITY

- 4.1 THE SECURITY INFORMATION IS DELIVERED "AS IS" WITHOUT WARRANTY OF ANY KIND. YOU EXPRESSLY ACKNOWLEDGE AND AGREE THAT THE ENTIRE RISK AS TO THE USE OF THE SECURITY INFORMATION IS ASSUMED SOLELY BY YOU. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, ADVANTECH DISCLAIMS ALL WARRANTIES, WHETHER EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE AND NON-INFRINGEMENT WITH RESPECT TO THE SECURITY INFORMATION. ADVANTECH DOES NOT WARRANT THAT THE SECURITY INFORMATION WILL MEET YOUR REQUIREMENTS OR THAT THE SECURITY INFORMATION WILL BE COMPLETE OR ERROR FREE. NO ORAL OR WRITTEN INFORMATION OR ADVICE GIVEN BY ADVANTECH OR AN ADVANTECH AUTHORIZED REPRESENTATIVE SHALL CREATE A WARRANTY OR IN ANY WAY INCREASE THE SCOPE OF THIS WARRANTY. THIS DISCLAIMER OF WARRANTY CONSTITUTES AN ESSENTIAL PART OF THIS LICENSE.
- 4.2 NOTWITHSTANDING ANYTHING TO THE CONTRARY HEREIN AND TO THE EXTENT PERMITTED UNDER APPLICABLE LAW, UNDER NO CIRCUMSTANCES WILL ADVANTECH BE LIABLE FOR ANY DAMAGES, INCLUDING SPECIAL, INDIRECT, INCIDENTAL, ECONOMIC, EXEMPLARY, CONSEQUENTIAL OR PUNITIVE DAMAGES OF ANY KIND OR NATURE WHATSOEVER, WHETHER BASED ON CONTRACT, WARRANTY, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY OR ANY OTHER LEGAL THEORY, ARISING OUT OF OR IN ANY WAY RELATED TO THE SECURITY INFORMATION, INCLUDING THE SALE, PURCHASE, DELIVERY, USE OR OTHER DISPOSITION OF THE SECURITY INFORMATION, EVEN IF ADVANTECH HAS BEEN ADVISED ON THE POSSIBILITY OF SUCH DAMAGE OR IF SUCH DAMAGE COULD HAVE BEEN REASONABLY FORESEEN, AND NOTWITHSTANDING ANY FAILURE OF ESSENTIAL PURPOSE OF ANY EXCLUSIVE REMEDY PROVIDED. SUCH LIMITATION ON DAMAGES INCLUDES, BUT IS NOT LIMITED TO, DAMAGES FOR LOSS OF GOODWILL, LOST PROFITS, LOSS OF DATA OR SOFTWARE, WORK STOPPAGE, COMPUTER FAILURE OR MALFUNCTION OR IMPAIRMENT OF OTHER GOODS.

5. TERMINATION

- 5.1 You may terminate the Agreement anytime in a written form with fifteen days' notice period.
- 5.2 You acknowledge that when you terminate the Agreement You will no longer be provided with access to the Security Information. Your obligations under Section 3.6 of these Terms shall remain unaffected.

6. FINAL PROVISIONS

- 6.1 The Terms and all rights and obligations arising on the basis of these Terms and in connection with it are governed by the laws of the Czech Republic with the exclusion of both the rules on the conflict of laws and the United Nations Convention on Contracts for the International Sale of Goods (CISG).
- 6.2 Advantech reserves the right to unilaterally change these Terms. You will be notified of the changes at least one month before they take effect to the e-mail address You provide us with when accepting these Terms. You may decline those changes before they come into force and terminate the Agreement as of effective date of the changes.

You acknowledge that by terminating the Agreement You will lose access to the Security Information.

- 6.3 These Terms cover the entire agreement between You and Us relating to the Information provided by Us. The Terms supersede all prior communications, proposals and representations with respect to the Security Information or any other subject matter covered by the Terms.
- 6.4 If any provision of the Terms is held by a court of competent jurisdiction to be void, invalid, unenforceable or illegal, such provision shall be severed from the Terms and the remaining provisions will remain in full force and effect.
- 6.5 The Security Information is not intended for Consumers. If You are a Consumer, You may not enter the Agreement.
- 6.6 The Parties undertake to make every effort to eliminate any disputes arising on the basis of these Terms or in connection with the Terms, and to resolve them, first of all, through negotiations between contact persons or authorized representatives.
- 6.7 For the resolution of all disputes arising from these Terms and legal relationships involved shall be under sole jurisdiction of the courts of the Czech Republic.

Effective from July 29, 2020.

BY SIGNING THIS DOCUMENT, YOU ARE AGREEING TO BE BOUND BY THE TERMS OF THESE TERMS. PLEASE ENSURE THAT YOU HAVE CAREFULLY READ AND PROPERLY UNDERSTOOD THE ENTIRE TERMS BEFORE AGREEING TO THEM.

Name:

Position:

E-mail address:

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signature