

Reseller Terms of Sale

These Reseller Terms of Sale, including all applicable terms referenced herein, (collectively, this “**Agreement**”) applies to the purchase from **EMC Information Systems International Unlimited Company (“EISI UC”)** And, **Dell World Trade L.P., One Dell Way, Round Rock, TX 78682, United States** and its Affiliates (or from an authorized Dell distributor) for the resale of Dell Products and Services to End Users in **Central America, the Caribbean, and South America (excluding Mexico, Peru, Colombia, Argentina, and Brazil)** (see definition of “**Territory**” below). This Agreement is not applicable to the purchases of Dell Products and Services for Partner’s own internal end use (in such case Dell’s Commercial Terms of Sale shall apply).

For Partner Program benefits, Partner acknowledges to have read and accepted the terms and conditions of the [Dell Technologies Partner Program](#) (the “**Partner Program**”) which supplement this Agreement and are available via the [Dell Technologies Partner Portal](#) (the “**Partner Portal**”), including the [Dell Technologies Partner Code of Conduct](#).

This Agreement consists of the main body with the terms and conditions applicable to all [Offerings](#) that are in scope, and may be supplemented by additional schedules, containing terms applicable to all or only specific Offerings and shall form an integral part of this Agreement (“**Schedule(s)**”). This Agreement does not establish a commitment of Partner to procure, nor an obligation of Dell or its Affiliates to supply, any Offerings unless the parties have agreed on an [Order](#).

Each section of the Agreement is intended to apply to all resale transactions in the Territory, unless regional exceptions are specifically addressed within that section, a footnote, or the applicable Schedule(s).

The list of [Schedules](#) attached to this Agreement:
[Partner Data Processing Schedule](#)
[Ex-Works Schedule](#)

By placing Orders, Partner accepts and is bound to the terms and conditions of this Agreement.

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1. Subject Matter and Parts of the Agreement.

1.1 Scope. Subject to compliance with local laws and the terms and conditions of this Agreement:

- (a) Partner is authorized to resell the Products and Services to End Users on a non-exclusive basis in the Territory.
- (b) Partner is not permitted to appoint any resellers for the resale of the Products and Services in the Territory.
- (c) Unless otherwise agreed in a Schedule, this Agreement does not apply to the purchase of Products and Services for internal end-use, or for use as an Original Equipment Manufacturer customer (“**OEM**”), or for Cloud Service Providers (“**CSP**”)¹ and Outsourcers.
- (d) Partner shall not market, resell, distribute, rent, lease, or use Products or Services other than as expressly permitted in this Agreement and, with regards to Software, in the license agreement governing the Software.
- (e) Eligibility to resell certain Products and Services may be subject to additional obligations or conditions not outlined in this Agreement, including additional training and/or specialization requirements.
- (f) This Agreement does not guarantee sales of Products and/or Services.
- (g) Certain activities, such as but not limited to marketing and resale through online stores or websites, may require a separate written agreement with Dell or its Affiliate(s).
- (h) Partner is free to determine its own resale pricing of Products and Services to its End Users.

1.2 Restrictions. Notwithstanding the section “[Scope](#)” above and subject to prior written Dell approval and compliance with local laws, Partner shall not directly or knowingly indirectly market or resell Products or Services: (a) outside the Territory or location of purchase; (b) to any consumers, resellers, distributors, or third-party sales agents; or (c) through retail storefronts, online stores, or auction or resale websites². Partner shall not stock Products for future sales unless agreed otherwise by Dell for a specific order. Partner shall not refurbish Products for resale or marketing. Furthermore, Partner shall not market or sell refurbished or previously owned or used Products, including used Products that Partner has obtained from any third party.

¹ The applicable terms and conditions for CSP are stated in the Partner Program terms and conditions: for Mexico and MCLA (<https://www.delltechnologies.com/partner/es-mx/partner/terms-and-conditions.htm>) and for Brazil (<https://www.delltechnologies.com/partner/pt-br/partner/terms-and-conditions.htm>).

² Subject to previous written authorization, Partner may only resell selected Products through its own web pages.

- 1.3 Order of Precedence.** This Agreement, including the documents referenced herein, shall apply to the exclusion of all other general terms and conditions incorporated in or referred to in any documentation submitted by Partner to Dell. Preprinted terms and conditions contained on any Order shall not apply.

Subject to the foregoing, in case of any conflict or inconsistency the following order of precedence shall apply:

- (a) The terms of the Order, where either: (i) this Agreement expressly provides for the Parties to optionally deviate from the relevant provision of this Agreement; or (ii) where the Order states that the Parties wish to deviate from the terms of this Agreement for the purpose of the individual transaction and the Parties expressly accept the deviation;
- (b) The terms of any Schedule to this Agreement; and
- (c) The main body of this Agreement.

2. Definitions.

- 2.1 “Affiliate”** means a legal entity that is controlled by or is under common “control” of a related entity. Transactions under this Agreement may also involve affiliated companies of the Parties. “Control” means more than 50% of the voting power or ownership interests. With respect to Dell, Affiliate means Dell Inc. or Dell Inc.’s direct or indirect subsidiaries.
- 2.2 “Delivery”** (i) for Equipment, occurs when the Equipment arrives at the ship-to-address that Partner provided to Dell; and (ii) for Software occurs either when the physical media arrives at the ship-to-address that Partner provided to Dell or the date Dell notifies the Partner or the End User that the Software is available for electronic download.
- 2.3 “Dispute”** means any dispute, claim or controversy (whether in contract, tort or otherwise) related to or arising out of the Agreement or any Quote or Order.
- 2.4 “Documentation”** means Dell’s then current, generally available user manuals and online help for Products.
- 2.5 “End User”** means any entity, within the Territory, purchasing Products, Services, or both from Partner for its own internal end-use and not for resale, distribution, remarketing, sub-licensing, to others.
- 2.6 “End User Agreement”** means the agreement executed with the End User which will include terms in accordance with the applicable sections (all of which may be collectively referred to herein as “**End User Agreement**”), including but not limited to: [Software](#), [Services Flow-down Terms](#), [Prevention and Mitigation](#), [Trade Compliance](#) and [System Data](#) (all of which may be collectively referred to herein as the End User Agreement).
- 2.7 “Excluded Data”** means: (i) data that is classified, used on the U.S. Munitions list (including software and technical data); or both; (ii) articles, services, and related technical data designated as defense articles and defense services; (iii) ITAR (International Traffic in Arms Regulations) released data; and (iv) personally identifiable information that is subject to heightened security requirements as a result of Partner or End User’s internal policies or practices, industry-specific standards or by law.
- 2.8 Products and Services.** “**Products**” are either (i) Dell-branded IT hardware products (“**Equipment**”) or (ii) Dell-branded generally available software, whether microcode, firmware, operating systems or applications (“**Software**”). “**Services**” are (a) Dell’s standard service offerings for maintenance and support of Products (“**Support Services**”) and (b) consulting, deployment, implementation, and any other services, specifically excluding Cloud and/or APEX Services, that are not Support Services (“**Professional Services**”). “**Third Party Products**” means hardware, software, products or services that are not “Dell” branded. Third Party software is licensed by a third party under its own terms of use. Products exclude Services and Third Party Products. Products, Services, and Third Party Products (if applicable) may be collectively referred to herein as “**Offerings**.”
- 2.9 “Territory”** means the geographical area, country or countries, within which Partner may resell the Products and distribute the Services authorized by Dell in accordance with this Agreement and applicable local law.
- 2.10 “Unauthorized Parts”** means any third party parts which were not: (i) procured from Dell or (ii) otherwise authorized and/or certified by Dell for integration into the applicable Dell Product.

3. Quoting and Ordering.

- 3.1 Process.** Partner may request a quote from Dell or its Affiliate (depending on the Offerings purchased), either in the form of a written quotation or online via www.dell.com or any other online process (“**Quote**”). Quoted prices are effective until the expiration date of the Dell’s quote. Dell reserves the right to modify pricing (including quotes) due to shortage of materials or products, increase in costs, pricing or other error, currency and exchange rate fluctuations, or other factors beyond Dell’s control. Partner may order the Offerings quoted by: (i) issuing a purchase order that references such Quote, the requested Offerings, the Partner’s and End User’s name and address, contract code (if applicable), and any other information requested by Dell; (ii) executing Dell designated order forms; or (iii) ordering

online through either www.dell.com or other online process. Partner shall place Orders for Products and Services in the country where the End User is located. Orders are subject to credit approval and are subject to Dell's acceptance. Acceptance of one Order is independent from acceptance of any other Order. An accepted order is hereinafter referred to as an "Order." Orders are subject to availability and are cancellable only by Dell except as expressly permitted in a Schedule or with Dell's written approval. Any variation to an accepted Order must be agreed in writing between Partner and Dell.

- 3.2 Product and Service-Specific Terms.** Scope and details of Product and Service-specific terms are specified in the applicable standard service description that is attached to or referred in a Schedule or Quote or is made available through the then-current Dell website for product or service specific terms, currently located at www.dell.com/offeringspecificterms ("**Offering Specific Terms**"). Such standard descriptions are from time to time referred to as "**Service Description(s)**" or "**Service Briefs**". The version of the applicable document that is effective as of the date of the applicable Quote, shall be deemed incorporated into the Order. Scope and details of customized Professional Services not covered by such a standard description shall be documented in a mutually agreed Statement of Work ("**Statement of Work**" or "**SOW**"). When selling or providing any such offerings, Partner shall inform and require the End User to agree to the applicable Offering Specific Terms and Partner will provide written evidence of doing so upon receipt of request from Dell.
- 3.3 Revision of Offerings.** Dell may revise its Offerings, including after Partner places an Order, but prior to Dell's shipment or performance. As a result, Offerings which Partner receives may differ from those ordered, provided they still substantially meet or exceed the specifications as per the documentation of the originally ordered Offerings.
- 3.4 Cancellation.** Partner may not cancel Orders except with Dell's written approval. Orders for Third Party Products are subject to availability and are cancellable only by Dell. If Partner purchases a multi-year software license and related support or maintenance, and Partner and Dell agree to make installment payments of the purchase price over the term of the license, then Partner shall make all such installment payments in full, and the purchase is non-cancellable over the term of the license. Dell is not responsible for pricing, typographical, or other errors in any offer or quote, and reserves the right to cancel any Order arising from such errors. In addition, Dell may cancel Orders due to shortage of products or materials, increases in the costs of manufacturing, or any event beyond Dell's control.
- 4. Product Delivery.**
- 4.1 Shipment.** Unless otherwise agreed, Dell may ship parts of an Order separately, choose the common carrier and shall arrange for shipment of the ordered Products to the ship-to address indicated in the Order, through a common carrier designated by Dell. Partner is responsible for inspecting the package(s) upon delivery and must note any visible damage on the proof of delivery (POD) or other delivery receipt Partner may be requested to sign. Dell will not be responsible for any visible shipping damages not noted on the delivery receipt. Partner must notify Dell within 21 days of the invoice date if any part of the Order is missing, wrong or damaged. Dell is not liable for any damage or loss to the Product when non-Dell provided shipping method is used for shipping from Dell to Partner or End User. Shipping and Delivery dates are indicative. Software may be provided by delivery of physical media or through electronic means.
- 4.2 Transfer of Risk of Loss and Title.** Unless otherwise indicated in a respective attached Schedule, risk of loss and title for Products and licensed Software transfers to Partner or its representative upon Delivery. Title to and ownership of Software does not pass to Partner or End User. Software is licensed, not sold.
- 4.3 Acceptance.** All Products and Third Party Products will be deemed to be accepted upon Delivery. Notwithstanding such acceptance, Partner retains all right and remedies under the warranty terms stated below.
- 4.4 No Returns.** Neither Partner nor any of Partner's End Users may return Products to Dell, except as expressly permitted under this Agreement or otherwise agreed in writing by Dell.
- 4.5 Security Interest.** Where permitted by local law, Partner will hold Hardware on a fiduciary basis as Dell's bailee, until full payment is received, including any late payment fees and costs of collection. Partner agrees Dell may file any financing statements or related filings for protecting this security interest as Dell reasonably deems necessary or appropriate.
- 5. Software.**
- 5.1 License Grant for Resale Purposes.** Subject to Partner's compliance with the terms of the Agreement, Dell grants to Partner a non-exclusive, non-transferable right to resell and distribute Software procured from Dell for resale purposes to the respective End User, for End User's internal business operations only. The quantity and definition of Software licensing units provided for resale, and any other usage conditions and restrictions, are agreed upon between Dell and Partner for each Order (usually provided in Dell's Quote), and Partner shall ensure that these are accurately reflected and detailed in the End User Agreement.

- 5.2 EULA-based Licensing.** End User's rights to use the Software delivered by Dell are governed by the terms of the applicable end user license agreement. Unless different terms have been agreed between the Parties, the terms posted on www.dell.com/eula (the "EULA") shall apply. Dell will provide a hard copy of the applicable terms upon request. Partner will ensure that each End User is notified that Software is subject to and governed by the EULA, and Partner will ensure the End User agrees and accepts such terms. Partner may not modify the EULA. Unless expressly otherwise agreed, microcode, firmware or operating system software required to enable the Equipment with which it is shipped to perform its basic or enhanced functions, is licensed for use solely on such Equipment.
- 5.3 Third Party Software.** Without limiting the generality of the foregoing [EULA-based Licensing](#) section above, for any Third Party Software, Partner shall comply with the applicable license terms and requirements of the applicable third party licensor. Partner will ensure all End Users are notified that the Third Party Software is subject to and governed by the applicable third party licensor's own license terms, and Partner will ensure the End User agrees and accepts such terms.
- 5.4 Activation Codes.** If Partner receives activation or registration codes or license keys ("**Activation Codes**"), Partner shall distribute the Activation Codes as directed by Dell and to activate (i) only the particular Software copy / licensing units for which the Activation Codes are intended by Dell to be used and (ii) only as many copies / licensing units of the Software as licenses Partner has purchased and resold to End User. Partner shall not reuse Activation Codes for multiple End Users or for multiple Software copies for the same End User. Partner must not use Activation Codes from any source other than Dell or an authorized representative.
- 5.5 Installation of Software by Partner on behalf of End User.** Before Partner downloads, installs, or otherwise uses Software on behalf of an End User, Partner shall (i) obtain the End User's written authorization to accept the applicable End User license terms on behalf of the End User, and (ii) comply with such terms when using the Software itself.
- 5.6 License Compliance Management.** Partner will immediately notify Dell if it becomes aware of any End User's violation of the End User license terms or Partner's license terms agreed with the End Users as they relate to the Software provided hereunder, and Partner shall refrain from waiving any rights or remedies against the End User in that regard. Partner will ensure that Dell has the ability to review and audit End User's usage of the Software for compliance with the applicable terms and shall collaborate with Dell in good faith on any audits conducted in relation to End User's usage. Dell may, without waiving any other rights or remedies and without liability to Partner or End User, suspend or terminate the provision of any Software license to End User in response to End User's violation or where Dell has valid reasons to believe that a violation has occurred.
- 5.7 Limitations.** Except for any Software license expressly granted to Partner in this Agreement, all rights in and to the Software provided for resale are retained by Dell or the respective third party, and no additional rights are granted, and none shall be implied. All Software licenses are for use of object code only unless expressly provided otherwise in the applicable End User license terms. Unless expressly agreed otherwise, microcode, firmware or operating system software required to enable the Equipment with which it is shipped to perform its basic or enhanced functions, is licensed for use solely on such Equipment item. Without Dell's prior written consent and except as otherwise permitted by mandatory law (meaning a law that the Parties cannot change by contract), Partner shall not, and Partner shall not permit End User or any third party to do any of the following: (i) sublicense any Software, (ii) cause or permit the copying or reproduction of Software; (iii) translate, adapt, enhance, supplement, vary, or modify the Software or the related documentation; (iv) disassemble, decompile, or reverse engineer the Software, or create any derivative works based thereon; (v) use the Software to refurbish Dell's products; (vi) use Software in a hosting, service bureau, application service provider or similar capacity; or (vii) perform any comparative or competitive analyses, benchmark testing, or analyses of Products.
- 6. Services. Partner shall comply with Dell's guidelines and training materials, including all applicable Service Descriptions or Offering Specific Terms, with regards to the Services.**
- a) The performance of Services purchased and resold by Partner to End User is hereby sub-contracted by Partner to Dell for delivery to the End User by Dell, its third party providers, or sub-contractors.
- 6.1 Services Flow-down Terms.** Partner shall notify End User in Partner's End User Agreement that the provision and performance of Services are subject to and will be governed by, as applicable, the designated terms of sale for the Territory, Service Agreements, Offering Specific Terms, and Services Software terms (collectively, "**Services Flow-down Terms**").
- 6.2** Where Partner seeks to distribute Offering or Services outside of the country to which the Offering or Services were delivered by Dell, the Services may, at Dell's discretion, not be available for delivery to the End User or the service levels available for delivery to the End User may differ from those detailed in the Service Description, depending upon the country in which the End User seeking the Services is located.
- 6.3** Partner is responsible, for the payment of all taxes, charges, levies, and fees assessed or imposed on any Services in any geography in which Partner or an End User receive the benefit of the Service.

6.4 Partner Notification. Partner shall notify End User by means of the End User Agreement that the provision and performance of Services are subject to and will be governed by the Services Flow-down Terms. Additionally, Partner acknowledges and agrees that Dell may present or, if requested by Dell, Partner shall present, the Services Flow-down Terms directly to the End User and Dell is not required to provide or perform any Services for such End User unless and until such End User has agreed to be bound by the Services Flow-down Terms, as may be determined in each case by Dell in its sole discretion. Partner shall immediately notify Dell if Partner becomes aware of any End User violation of any of the Services Flow-down Terms. Dell reserves the right, in its sole discretion, to suspend or terminate the provision of any of the Services to an End User in response to such End User's violation, or suspected violation, of any of the Services Flow-down Terms, and Dell will have no liability to Partner or End User as a result of any such suspension or termination.

6.5 Services Delivery. All Services will be performed by Dell, its third party providers or its subcontractors. Partner may not use, deliver, or perform any Services, including in its capacity as a managed services provider, absent a separate written agreement with Dell expressly authorizing the same.

6.6 Services Software. "Services Software" is software that Dell may make available to Partner and End User in connection with Services. Services Software may be hosted by Dell or its Affiliate or installed on End User's computers. Partner agrees that, and it will notify End User in an End User Agreement that, End User shall (i) only use the Services Software in connection with the Services, (ii) use any Services Software hosted by Dell in a lawful manner, without interfering with other Dell customers' use of the Services Software, and without attempting to disrupt the security or operation of the network or systems used to provide the Services Software; and (iii) not misappropriate, disclose, or otherwise violate Dell's or Dell's licensors' or suppliers' intellectual property rights in the Services Software. It may be necessary for Dell to perform scheduled or unscheduled repairs or maintenance, or remotely patch or upgrade the Services Software, which may temporarily degrade the quality of the Services or result in a partial or complete outage of the Services Software. Partner agrees, and will ensure End User agrees, that (1) the operation and availability of the systems used for accessing and interacting with the Services Software, including telephone, computer networks, and the internet, or to transmit information, can be unpredictable and may, from time to time, interfere with or prevent access to or use or operation of such services software and (2) Dell parties shall not be liable for any such interference with or prevention of Partner or End User's access to or use of the Services Software.

6.7 System Data.

- (a) In connection with Dell's performance or Partner's or End-User's use of the Products, Services, and Service Software, Dell may collect system data on the configuration, operation, performance and use of Products, Services, and Service Software through a telemetry collector ("**System Data**"), provided that this does not encompass any production data stored or processed by End User on or with a Product or Service. Partner's or End User's disablement of such features may entail disruption or disablement of the Product, Service or Service Software, as advised by Dell in the documentation or otherwise. System Data may be: (i) used by Dell or (ii) shared with third parties for lawful technical and commercial purposes, provided that any transfer by Dell to third parties requires appropriate protection of the confidentiality of End Customer and Partner-specific information and must be in line with applicable laws.
- (b) Dell shall exclusively own and retain all rights in System Data that is anonymized, i. e. that neither identifies Partner, nor End User, nor is personally identifiable with an individual, and such data shall be considered Confidential Information of Dell.
- (c) Partner shall notify End-User that Dell collects and uses System Data relating to the performance or use of Products, Services, and Service Software as described in section 6.7(a). Partner shall ensure its agreement with End-User for the purchase of Products or Services provide Dell the rights for System Data as set forth in subsections 6.7(a) and (b).

7. Invoicing; Payment Terms and Taxes.

7.1 Invoicing. Dell shall invoice in the currency agreed in the Order³. If Dell is obligated by applicable law to collect and remit any taxes or fees, then Dell will add the appropriate amount to the invoices as a separate line item in accordance with statutory requirements. Dell may invoice parts of an Order separately or may invoice purchases of Products and Services in one (1) invoice. Additional charges will apply if Partner requests customized invoicing, consolidated invoicing, or other special billing arrangement or statements. All invoice terms will be deemed accurate unless Partner advises Dell in writing of a material error within ten (10) days from the date of such invoice. If Partner advises Dell of a material error, (i) any amounts corrected or modified by Dell in writing must be paid within fourteen (14) days of the correction, and (ii) Partner shall pay all other undisputed amounts by the invoice due date. If Partner withholds payment because the Partner believes an invoiced amount is incorrect, and Dell concludes that the amount is accurate, then the Partner must pay interest on the unpaid disputed amount from the due date until Dell's receipt of payment, subject to local laws. Partner may not offset, defer or deduct any invoiced amounts that Dell determines are correct following the notification process described in this paragraph. If Partner does not receive an invoice or acknowledgement in the mail or with the Products and/or Services, information about the purchase may be obtained

³ If the quote sent to the Partner is in United States Dollars, Partner must pay Dell the local currency equivalent at the exchange rate of the day of cash paid.

by navigating to the Order Support page under Contact Support on the relevant www.dell.com country page or by contacting a Dell sales representative.

7.2 Payment Terms. Partner shall pay Dell's invoices in full per the account, currency, payment, time period and credit conditions stated in Dell's invoice. Where an invoice does not specify a payment term, then payment is due within 30 days after the date of the invoice, subject to continuing credit approval by Dell (such approval may be revoked by Dell without notice). Where permitted by local law, payments occurring after the invoice due date may generate late payment fees and interest. If not restricted by local statutory provision, Dell shall, without waiving any other rights or remedies, be entitled to charge interest, recovery costs, expenses, costs of collection or administrative fees ("**Fees**") on overdue amounts. Late payment fees and/or interest will be recalculated every 30 days thereafter based on the current outstanding balance at the rate and per the conditions based on the Territory and location: in LATAM, Dell shall be entitled to charge interest on overdue amounts at a rate the maximum rate permitted by law until payment is made in full. Dell, without waiving any other rights or remedies and without liability to Partner, may suspend Services, refuse to deliver Products, or accept new Orders until all overdue amounts are paid in full and seek collection of all amounts due, including reasonable attorneys and legal fees, expenses and costs of collection. Late payments may also result in immediate termination of the Agreement.

7.3 Taxes. Unless expressly stated otherwise in a Quote, the charges due hereunder are exclusive of, and Partner shall pay or reimburse Dell for, all value added (VAT) sales, use, property, excise, withholding and other similar taxes, governmental fees, customs, import duties and/or other applicable levies, resulting from Partner's purchase, except for taxes based on Dell's net income, gross revenue, or employment obligations. If the Partner qualifies for a tax exemption, Partner must provide Dell with a valid certificate of exemption or other appropriate proof of exemption. Partner is responsible for the payment of all taxes and fees assessed or imposed on Products and Services in any geography in which Partner or an End User receives the benefit of the Products and Services, including any sales, use, excise, value-added or comparable taxes, or any import or export duties or environmental handling fees, but excluding taxes for which a valid resale or exemption certificate has been provided. If Partner is required by law to withhold taxes, then Partner will within 60 days of remittance to the applicable tax authority provide Dell with satisfactory evidence (e.g., official withholding tax receipts) that Partner has accounted to the relevant authority for the sum withheld or deducted, otherwise Dell will charge Partner for the amount that Partner has deducted for the transaction. If Dell is obligated by applicable law to collect and remit any taxes or fees, then Dell will add the appropriate amount to Partner's invoices as a separate line item. Partner will defend and indemnify Dell from and against any claims, damages, liabilities, losses, costs and expenses (including reasonable attorneys' fees) arising out of or relating to any third-party claim or action relating to tax liabilities that are Partner's responsibility.

8. Equipment Warranty, Exclusions and Disclaimers.

8.1 Equipment Warranty. Dell warrants that Equipment, under normal usage and with regular recommended service, will be free from material defects in material and workmanship, and that Equipment will perform substantially in accordance with the corresponding standard documentation issued by Dell for the applicable Equipment. Unless provided otherwise in a Schedule, additional terms governing the limited warranties for Products and Services are found at www.dell.com or in the applicable documentation for the specific Equipment.

8.2 Support Services/Tag Transfer. As permitted by Dell, Partner may transfer the asset/service identification number (e.g., the Service Tag or Asset Number) to the End User that is associated with the Equipment purchased for resale. If Partner transfers the asset/service identification number, Partner must comply with the process found at www.support.dell.com, which process Dell may change from time to time. Partner's failure to properly transfer the asset/service identification number of the Equipment will result in the End User's inability to receive Support Services from Dell for such Equipment, and Dell will not be liable to Partner or to any End User for any such failure.

8.3 Equipment Warranty Exclusions. Dell Product warranties do not cover problems that arise from (1) accident or neglect by Partner or any third party; (2) any third party items or services with which the Dell Product is used or other causes beyond Dell's control; (3) re-sale, installation, operation or use not in accordance with this Agreement, Dell's instructions or the applicable Documentation; (4) use in an environment, in a manner or for a purpose for which the Dell Product was not designed; (5) modification, alteration or repair by anyone other than Dell or its authorized representatives; or (6) in case of Equipment only, causes attributable to normal wear and tear. Dell has no obligation whatsoever for Dell Software installed or used beyond the licensed use, for Equipment which was moved from the Installation Site without Dell's consent, for Equipment whose original identification marks have been altered or removed, or for any Dell Products for which payment has not been received. Products and Services are not fault-tolerant and are not designed or intended for use in hazardous environments requiring fail-safe performance, such as any application in which the failure of the Products or Services could lead directly to death, personal injury, or physical or property damage (collectively, "**High-Risk Activities**"). Dell expressly disclaims any express or implied warranty of fitness for High-Risk Activities.

(a) Equipment Warranty Disclaimer. Other than the warranties set forth in this Agreement, its Schedules, and to the maximum extent permitted by applicable law, Dell and its Affiliates, and their providers: (i) make no other express warranties; (ii) disclaim all implied warranties, including merchantability, fitness for a particular purpose, title and non-infringement; and (iii) disclaim any warranty arising by statute, operation of law, course of dealing or performance or usage of trade. Partner shall not make any warranty on Dell's behalf. Partner is solely

responsible for providing the End User with the correct warranty information, including term and coverage, and Partner shall indemnify and hold Dell harmless from any claims related to any warranty Partner grants that is beyond the Dell End User warranties set forth in the Agreement. Dell does not warrant that the Equipment will function (1) with any specific configuration not provided by Dell, or (2) to produce a specific result even if the configuration or result has been discussed with Dell.

- (b) Products may contain qualified refurbished or reconditioned parts which meet all relevant test specifications and are functionally equivalent to new parts. Dell's applicable warranty terms apply equally to new, equivalent-to-new, refurbished or reconditioned parts. Parts used in repairing or servicing Products may also be new, equivalent-to-new, refurbished or reconditioned.

8.4 Software and Software Media Warranty. The warranties for Dell Software (if any) are stated in the applicable Dell Technologies [EULA](#).

8.5 Services Warranty. The warranties for Dell Services are stated in the applicable [Offering Specific Terms](#) and [Services Flow-down Terms](#).

8.6 Third Party Products Warranty. Third Party Products may carry a limited warranty from the third-party publisher, provider, licensor, or original manufacturer of such Third Party Products. Dell is not responsible for fulfillment of any Third Party Product warranty or for problems attributable to the use of Third Party Products. Dell will pass or assign to Partner, to the extent that it is permitted to do so, the benefit of any warranty or guarantee given by the manufacturer or supplier of such Third Party Products. Dell does not warrant that any Product will function in any specific configuration that includes any Third Party Products, or that any Product will function to produce a particular result, even if the specific configuration or the result has been discussed with Dell. Dell has no liability to Partner or End User for any damages or claims that arise out of or relate to Third Party Products. All Third Party Products are provided by Dell on an "as is" basis.

9. Indemnity.

9.1 Dell Intellectual Property Indemnity. Dell will: (a) defend Partner against any third party claim that Products or Support Services (but excluding Third Party Products, any Products provided for evaluation or without charge, and open source software) infringe that Party's patent, copyright or trade secret enforceable in the country where Partner purchased the Product from Dell ("**Claim**"); and (b) indemnify Partner by paying: (1) the resulting costs and damages finally awarded against Partner by a court of competent jurisdiction to the extent that such are the result of the third party Claim; or (2) the amounts stated in a written settlement negotiated and approved by Dell. In addition, should any Product or Support Service become, or in Dell's opinion be likely to become, the subject of such a Claim, Dell may, at its expense and in its discretion: (a) obtain a right for Partner to continue using the affected Product or Support Service; (b) modify the affected Product or Support Service to make them non-infringing; (c) replace the affected Product or Support Service with non-infringing substitutes; (d) provide a reasonable depreciated or pro rata refund for the affected Product; or (e) discontinue the Support Services and refund the portion of any prepaid Support Service fees that correspond to the period of Support Services discontinuance. Except as otherwise provided by law, this Dell Indemnity section states Partner's exclusive remedies for any third party intellectual property claim relating to Products or Support Services, and nothing in this Agreement or elsewhere will obligate Dell to provide any greater indemnity.

9.2 Exclusions from Indemnity. Dell has no obligation under section "Dell Intellectual Property Indemnity" above: (i) if Partner is in material breach of this Agreement; or (ii) for any Claim resulting or arising from (1) any combination, operation, or use of a Dell Product with any other products, services, items, or technology, including Third Party Products and open source software; (2) use for a purpose or in a manner for which the Dell Product was not designed, or use after Dell notifies Partner or End User to cease such use due to a possible or pending Claim; (3) any modification made by any person other than Dell or its authorized representatives; (4) any modifications made by Dell pursuant to instructions, designs, specifications or any other information provided to Dell by or on behalf of Partner or End User; (5) use of any version of a Dell Product when an upgrade or newer iteration of the Dell Product made available by Dell would have avoided the infringement; (6) services provided by Partner or End User (including Claims seeking damages based on any revenue Partner or End User derives from Partner's or End User's services); or (7) any data or information which Partner or a third party records on or utilizes in connection with the Dell Products (subsections 1 through 7 are collectively the "**Excluded Claims**"). Dell has no obligation to defend or indemnify any End User or any other third party.

9.3 Partner Indemnity. Partner will defend and indemnify Dell and its Affiliates against any third party claim resulting or arising from or relating to: (i) Partner's failure to obtain or maintain any appropriate license, intellectual property rights, or other permissions, regulatory certifications or approvals associated with any product, software, technology, data or other materials Partner provides, request or direct to be installed or integrated as part of the Products or Services; (ii) Partner's misuse or modification of any Products or Services or violation of Dell's or Dell Affiliate's proprietary rights; (iii) Partner's combination, operation or use of any of the Products or Services with any Third Party Product, where such combination, operation or use infringes or misappropriates any intellectual property right or trade secret of a third party; (iv) fraud, misrepresentation, gross negligence, willful misconduct, or breach of or noncompliance with any provision of this Agreement and/or any of the applicable local laws; (v) tax liabilities that are Partner's responsibility; (vi) the provision of Partner's own products, software, or services; (vii) the relationship or transactions between Partner

and an End User; (viii) any false or inaccurate representation by Partner or its agent regarding an export license or the applicability or inapplicability of a license requirement or exception; (ix) any allegation made against Dell or Dell Affiliate due to Partner violation or alleged violation of any applicable customs, export control, or Sanctions laws or regulation; or (x) the Excluded Claims.

9.4 Indemnification Process. Dell's duty to defend and indemnify under this section is contingent upon (i) Partner's sending prompt written notice of the Claim to Dell, (ii) Partner's granting to Dell the sole right to control the defense and resolution of the Claim, and (iii) Partner's cooperation in Dell's defense and resolution of the Claim, and in mitigating any damages. Dell has no obligation to defend or indemnify any End User or any other third party.

(a) Labor Indemnification. Partner assumes all liability and will defend, indemnify and hold Dell harmless against any claims made by any of its permanent and/or temporary employees. Partner shall solve the claim within a 2-day period after having become aware of the claim or, where applicable, Partner shall refund any amounts paid by Dell as a consequence of those claims, including principal, interest, attorney fees, court costs and/or any other related amounts within 48 hours following sufficient notice. Dell will be empowered to withhold and/or offset any outstanding payments to Partner such as incentives in the event of breach of the obligations established in this Agreement. Dell will be able to terminate this Agreement for cause of breach of any of these obligations by Partner and claim damages as may have been sustained by Dell. Furthermore, Partner commits to cooperate with Dell in the resolution of any claim opened or in relation to its permanent and/or temporary employees.

10. Limitation of Liability.

10.1 Limitations on Damages. The limitations, exclusions and disclaimers stated below apply to all Disputes to the extent allowed by applicable local law. The terms of this clause are agreed allocations of risk constituting part of the consideration for Dell and its Affiliates' sale of Products and Services to Partner and will apply notwithstanding a failure of the essential purpose of any limited remedy, and regardless of whether a Party has been advised of the possibility of the liabilities.

(a) Territory is Argentina, Brazil, Chile, Colombia, Mexico, or Peru: Unlimited Liability applies. Unlimited Liability. Nothing herein shall exclude or limit liability for: (i) death or personal injury resulting from negligence; (ii) fraud or fraudulent misrepresentation; or (iii) misappropriation or infringement of Dell or its Affiliates' intellectual property rights; (iv) timely fulfillment of payment obligations; or (v) any other liability that cannot be excluded by law.

10.2 Limitation on Direct Damages. Except for Unlimited Liability above and for Partner's obligations to pay for the Offerings, Partner's violation of the restrictions on use of Products and Services or Dell or its Affiliates' intellectual property rights, and to the extent permitted by the applicable local law, Dell's (including its suppliers') total liability arising out of any Dispute or any matter under the Agreement, is limited to the lower amount of either (a) the amount Partner paid to Dell during the 12 months before the date that the matter or Dispute arose for the Product, Services or both that are the subject of the Dispute; or (b) \$1,000,000 USD (or equivalent in local currency) ("Liability Cap"). This excludes amounts received as reimbursement of expenses or payment of taxes. The existence of more than one claim will not increase or otherwise alter these limitations on Dell's liability. Notwithstanding anything otherwise set forth above, Dell (and its suppliers) shall have no liability for any direct damages resulting from Partner's use or attempted use of Third-Party Software, Free Software or Development Tools (all defined in the EULA), or Third Party Products.

10.3 Disclaimer of Certain Other Damages. Except for Partner's payment obligations and violation of Dell's or its Affiliates' intellectual property rights, neither Dell (and its suppliers) nor Partner has liability to the other for:

- (i) indirect damages; lost profits, loss of revenue, or income;**
- (ii) business interruption or downtime;**
- (iii) loss or corruption of data or software, loss of use;**
- (iv) procurement of substitute products or services.**

If the Agreement is subject to US law, indirect damages shall also include incidental, consequential, special, exemplary, or punitive damages.

10.4 Notwithstanding anything in this Agreement or on Dell's website to the contrary, Dell (and its Affiliates and its suppliers) is not responsible for information or data Partner provides to Dell unless Partner has a separate written agreement to the contrary. Dell (and its Affiliates and suppliers) does not accept liability beyond the remedies set forth in this Agreement.

10.5 Prevention and Mitigation. Partner shall notify End User by means of the End User Agreement of End User's obligations under this Prevention and Mitigation section. End User is solely responsible for its data. End User shall

implement IT architecture and processes enabling End User to prevent and mitigate damages in line with the criticality of the systems and data for End User's business and its data protection requirements, including a business recovery plan. In that regard, End User shall: (i) provide for a backup process on a regular (at least daily) basis and backup relevant data before Dell performs any remedial, upgrade or other works on End User's IT systems; (ii) monitor the availability and performance of its IT environment during the performance of Services; and (iii) promptly react to messages and alerts received from Dell or through notification features of the Products and immediately report any identified issue to Dell. To the extent that Dell has any liability for data loss, Dell shall only be liable for the cost of commercially reasonable and customary efforts to recover the lost data from End User's last available backup.

10.6 Limitation Period. Except as stated in this section, all claims must be made within the period specified by applicable law. If the law allows the Parties to specify a shorter period for bringing claims, or the law does not provide a time at all, then claims must be made within 18 months after the cause of action accrues.

11. Confidentiality.

Partner may have access to or be exposed to (through the Partner Portal or other means) any materials, data, or information, whether in written, oral, electronic, website-based, or other forms, that is not generally known to the public (collectively, "Confidential Information"). If not required otherwise under the applicable local laws, Partner will keep all Confidential Information strictly confidential until three (3) years after the termination of this Agreement, using at least the same degree of care as used to protect its own confidential information, but no less than reasonable care. Notwithstanding anything to the contrary in this Agreement, Partner's confidentiality obligations with respect to Personal Information, trade secrets of Dell or its Affiliates, and technical information about current Product and Services and all information about unreleased products and services) shall never expire. Partner may share Confidential Information with Partner's employees only who have a need to know in furtherance of the business relationship between Partner and Dell and who are subject to legally binding obligations of confidentiality at least as restrictive as those imposed on Partner in this Agreement. Partner is fully liable for any breach of this paragraph by its personnel. These confidentiality obligations do not apply to any Confidential Information that (a) Partner can demonstrate was already in Partner's possession before receipt from Dell; (b) is or becomes publicly available through no fault by Partner or its personnel; or (c) Partner rightfully received from a third party who has no duty of confidentiality. If Partner is required by a government body or court of law to disclose any Confidential Information, to the extent permitted by law, Partner agrees to give Dell reasonable advance notice so that Dell may contest the disclosure or seek a protective order. Partner acknowledges that damages for improper disclosure of Confidential Information may be irreparable, and that Dell shall be entitled to seek equitable relief, including injunction and preliminary injunction, in addition to all other remedies available at law or in equity. Notwithstanding any separate confidentiality agreement Partner may have with Dell, Partner authorizes and agrees that information regarding Partner's business with Dell and information, including Personal Information, Partner provides to Dell in connection with the Partner Program may be accessed and used by Dell and its Affiliates and their employees and contractors for sales and marketing purpose and for any purpose related to the Partner Program or the relationship between Partner and Dell (collectively, "Purpose") and may be disclosed to relevant Distributors or resellers, governing body, or Partner's customers or End Users for the Purpose or to fulfill Dell's obligations to Partner and/or its customers or End Users.

12. Termination.

12.1 Termination for Convenience. Either Party may terminate this Agreement at any time, upon 60 days' written notice.

12.2 Suspension or Modification of Services. Dell may immediately terminate, the Agreement, its Schedules, any Service Agreements, SOWs or software licenses, should Dell, in its sole judgment, believe that Partner is involved in any fraudulent or illegal activities or if Partner has breached any Export Control or Anti-Corruption Laws sections of the Agreement.

12.3 Termination for Material Breach. Dell may terminate the Agreement, its Schedules, Service Agreements, SOWs, or licenses for Software without prejudice to any other rights or remedies upon 10 days' written notice if: (a) Partner is delinquent on its payment obligations (where payment is not subject to a good faith dispute); (b) Partner fails to make the payment within 10 days after receiving written notice of the past due amount; (c) a material breach not cured within 30 days of the breaching Party's receipt of written notice of the breach; or (d) if a Party becomes insolvent, declares bankruptcy or is adjudicated bankrupt or a receiver or trustee is appointed for substantially all of its assets. Dell may terminate the Agreement, its Schedules, Service Agreements or SOWs immediately if Partner is acquired by or merged with a competitor of Dell or any of its Affiliates; or Partner breaches any intellectual property rights, obligations, warranties, and indemnities.

13. Partner Responsibilities.

In addition to other obligations set forth in this Agreement, Partner is responsible for the following:

- 13.1 End User Documentation.** Partner will provide each End User with appropriate product warranty statements, registration cards, software license agreements and other materials that Dell includes with its shipments of Products. If applicable and as approved in writing by Dell, Partner is responsible for providing all similar information related to its addition or modification to the Products. Partner acknowledges and agrees that Dell is a Third Party beneficiary of the End User Agreement and may enforce the provisions thereof directly against the End User or through the Partner, and the Partner shall require the End User to acknowledge and agree to such in the End User Agreement.
- 13.2 Business Conduct.** At all times Partner will conduct business in a manner which reflects favorably on the Products, Services, and goodwill and reputation of Dell Technologies. Partner will use best efforts to conduct its business in an ethical manner and to avoid any business practices that may be perceived as deceptive, misleading or otherwise improper. Partner will not make any false or misleading statement in Partner's marketing or sales materials. In connection with activities related to this Agreement, the Partner Program, or Partner's purchasing, marketing, sale or distribution of Products and Services. Partner will comply with its obligations under the [Dell Technologies Partner Code of Conduct](#).
- 13.3 Anti-Corruption Laws.** Partner agrees to comply with all applicable anti-corruption and anti-bribery laws, including, without limitation, the U.S. Foreign Corrupt Practices Act, the UK Bribery Act 2010, and local applicable regulation (the "**Anti-Corruption Laws**").
- (a) In connection with this Agreement, neither Partner, nor any person or entity acting on Partner's behalf ("**Associated Person**"), shall directly or indirectly (a) offer, promise, authorize or transfer to, or (b) request, solicit, or demand from any person or Government Official (as defined below) anything of value to improperly influence, induce or reward any act, decision, or omission to obtain or retain business or secure any improper advantage. "**Government Official**" means an officer or employee of a government or any department, agency, or instrumentality thereof, or of a public international organization, or any person acting in an official capacity for or on behalf of any such government or department, agency, or instrumentality, or for or on behalf of any such public organization.
 - (b) Partner shall impose upon any Associated Person obligations to comply with the Anti-Corruption Laws that are no less onerous than those in this Agreement and shall require Associated Persons to agree to terms no less restrictive than those contained in this section.
 - (c) Partner shall maintain, monitor, and enforce, throughout the duration of the dealings between Partner and Dell, its own reasonably adequate anti-corruption policies, procedures, and controls to ensure compliance with the Anti-Corruption Laws, including without limitation, policies and procedures relating to prevention of bribery, accounting for financial transactions, due diligence on third parties, and training of personnel.
 - (d) Dell may immediately suspend or terminate its performance under this Agreement if Partner refuses to provide information to confirm its compliance with this section. Dell shall not be liable to Partner for any claims or damages related to Dell's decision to withhold payments under this section.
- 13.4 Unauthorized Parts.** To the extent permitted by law, Partner will not, and will not permit its End User to, configure Dell Products with Unauthorized Parts. Partner shall not unpack Dell's original packaging of the Products for resale without prior approval in writing from Dell. Partner shall not disassemble Products, sell parts of the Products nor replace any parts of the Products without prior approval in writing from Dell.
- 13.5 Audit and Record-Keeping.** Partner will maintain legible, accurate and complete books and records relating to the Agreement or the marketing, sale, licensing, delivery, or end-use of Products and Services for a period of 10 years from the date of creation. At the end of the retention period, Partner must dispose of all records appropriately. At Dell's request, Partner must cooperate and assist Dell with any audit, review, or investigation ("**Audit**") that relates to (i) the Agreement or compliance with law; (ii) Partner marketing, sale, distribution, licensing, or delivery of Dell Products and Services, whether sourced from Dell or a third party; (iii) any amounts payable by Dell; or (iv) any amounts due to Dell. In connection with an Audit, Partner will deliver all records, information, and documents reasonably requested by Dell. Dell has the right to conduct onsite Audits, and Partner will grant Dell and its employees and representatives reasonable access to information, records, personnel, and customers (including End User Agreements and other agreements to verify Partner's compliance with the Agreement) and provide entry and access to Partner premises or other locations (during normal business hours) where such information and records are located. Failure to cooperate with an Audit or provide the information or records requested by Dell is a material breach of this Agreement. Dell will pay the costs of an Audit except where a discrepancy of five (5) percent or more is discovered in the information disclosed by Partner, in which case Partner agrees to be responsible for all reasonable costs.
- 13.6 Environmental Regulatory Requirements.** Partner will comply with the requirements of any applicable environmental laws, rules, regulations, similar legislation, and requirements of any government body and all applicable codes of conduct and other similar principles laid down by any representative body of the industry whether voluntary or mandatory in other countries or jurisdictions, as applicable.

13.7 Excluded Data. Partner acknowledges and will inform End User that Products and Services are not designed to process, store, or be used in connection with Excluded Data. End User or Partner is solely responsible for reviewing data that will be provided to or accessed by Dell to ensure that it does not contain Excluded Data.

14. General.

14.1 Governing Law. To the extent as permitted by law and unless stated in a Schedule or the Offering Specific Terms, this Agreement and any Dispute shall be governed by the laws of the state of Texas and the federal laws of the United States. Venue/jurisdiction is the state and federal courts located within Travis or Williamson County, without regard to conflicts of law principles. To the extent permitted by local law, Partner agrees to submit to, and waive any objection to, the jurisdiction of the courts located in the applicable location stated. The United Nations Convention on Contracts for the International Sale of Goods shall not be applicable.

14.2 Trade Compliance. Partner is subject to and responsible for compliance with the export control and economic sanctions laws of the United States, the European Union and other applicable jurisdictions. Partner agrees, without limitation, to abide by, and to assume sole responsibility for obtaining, and complying with the requirements of, all required export, re-export, in-country transfer, and import licenses, registrations, and other government authorizations relating to the Products and Services provided under this Agreement. Partner shall require End Users to agree to terms no less restrictive than those contained in this section. Non-compliance with this section shall be a material breach of the Agreement.

- (a) Materials may not be used, sold, leased, exported, imported, re-exported, or transferred (i) except in compliance with such laws, including, without limitation, export licensing requirements, end user, end-use, and end-destination restrictions, prohibitions on dealings with sanctioned individuals and entities, including but not limited to persons on the Office of Foreign Assets Control's ("OFAC") Specially Designated Nationals and Blocked Persons List, or the U.S. Department of Commerce Entity List, Denied Persons List, Military End User List, and Military Intelligence End User List and (ii) to Russia or Belarus without Dell's prior written authorization. Partner represents and warrants that it is not the subject or target of, and that Partner is not located in a country or territory (including without limitation North Korea, Cuba, Iran, Syria, and Crimea and the so-called Donetsk People's Republic and Luhansk People's Republic) that is the subject or target of, economic sanctions of the United States, European Union or other applicable jurisdictions (collectively, "Sanctions").
- (b) Partner agrees that it will obtain all necessary rights, permissions and consents associated with: (a) technology or data (including personal data) that Partner and its Affiliates provide to Dell or its Affiliates, and (b) non-Dell software or other components that Partner and its Affiliates direct or request that Dell or its Affiliates use with, install, or integrate as part of the Dell's Offerings. Partner is solely responsible for reviewing data that will be provided to or accessed by Dell in the provision of the Offerings to ensure that it does not contain: (i) data that is classified, ITAR (International Traffic in Arms Regulations) related data, or both; or (ii) articles, services, and related technical data designated as defense articles and defense services.
- (c) Partner will defend and indemnify Dell and its Affiliates against any third party claim resulting from a breach of any of the foregoing obligation under this Trade Compliance section, or from Partner's infringement or misappropriation of intellectual property rights of Dell, its Affiliates or third parties.
- (d) Partner shall have adequate policies, procedures, and controls in place to ensure its compliance with this Trade Compliance section. Partner shall have comparable export terms with its End Users and shall ensure that the Products and Services provided in connection with this Agreement will not be exported, re-exported, sold, leased or otherwise transferred to, or utilized by, an End User engaged in any of the following activities: (i) military end-uses, including any activities related to the design, development, production or use of: (A) weapons of mass destruction; (B) nuclear chemical or biological weapons, including related materials or facilities; (C) missiles or the support of missile projects; (ii) terrorist activities; (iii) exploration or production of oil and gas in Arctic, deep water (greater than 500 feet or metric equivalent), energy export pipelines or shale formations in Russia or in, by, or with Russian companies, territories, or any other entities as identified by BIS and/or OFAC. Partner's controls shall include screening of transactions with its end-customers to ensure compliance with sanctions laws. Partner shall also have appropriate procedures in place to comply with (and to ensure timely reporting under) the requirements of the anti-boycott laws and regulations of the United States and other jurisdictions in which Dell Technologies does business.
- (e) Partner shall notify Dell immediately if Partner or any of Partner's or Partner's subsidiaries' directors, administrators, officers, board of directors (supervisory and management), members or employees is the subject or target of any Sanctions. Partner further agrees to provide reasonable notice to Dell of any government action or communication that Partner receives or becomes aware of concerning sanctions or trade compliance relating to the Products and/or Services provided herein by or to Partner.
- (f) For all Dell Offerings where the Incoterm is Ex Works (EXW), Partner shall enter into an Ex-Works Schedule in advance of any shipment and comply with such Schedule.

14.3 Encryption. Partner is solely responsible for reviewing data that it will provide to Dell (or to which Dell will have access) and certifies that all items (including hardware, software, technology and other materials) it provides to Dell for any reason that contain or enable encryption functions either (a) satisfy the criteria in the Cryptography Note (Note 3) of Category 5, Part 2 of the Wassenaar Arrangement on Export Controls for Conventional Arms (Wassenaar Arrangement) and Dual-Use Goods and Technologies and Category 5, Part 2 of the U.S. Commerce Control List (CCL) or (b) employ key length of 56-bit or less symmetric, 512-bit asymmetric or less, and 112-bit or less elliptic

curve or (c) are otherwise not subject to the controls of Category 5, Part 2 of the Wassenaar Arrangement and Category 5, Part 2 of the CCL. Dell is not responsible for determining whether any Third Party Product to be used in or with the products and services by Partner satisfies regulatory requirements of the country to which such products or services are to be delivered or performed. Dell shall not be obligated to provide any product or service where the product or service is prohibited by law or does not satisfy the local regulatory requirements.

- 14.4 Entire Agreement.** This Agreement (including all online terms referenced herein) and the Dell quote and each Order: (i) comprise the complete statement of the agreement between the parties with regard to its subject matter, and (ii) supersede all prior or contemporaneous, written or oral understandings, communications, or agreements between the parties regarding such subject matter. No Party is relying upon the representations or statements of the other that are not fully expressed in this Agreement, and each Party is relying on its own judgment and due diligence and expressly disclaims reliance upon any representations or statements not expressly set forth in this Agreement. Any claims by any Party of fraud in the inducement of this Agreement or any Dell quote or any Order based on any statements, representations, understandings, or omissions, whether oral or written, that are not fully expressed in this Agreement, or the applicable Dell quote are expressly waived and released.
- 14.5 Force Majeure.** Except for payment of amounts due and owing, neither Party will be liable for failure to perform its obligations if performance is delayed or rendered impracticable due to circumstances beyond that Party's reasonable control including, without limitation, fire, acts of God/nature (such as flood, tornado, earthquake), war, epidemics/pandemics, terrorism, embargo, strike, riot, civil commotion, malicious damage, accident, breakdown of plant or machinery, general import/export/customs process problems affecting supplies, shortage in materials, failure of a utility service or transport network, lock out of other industrial dispute, local or national emergency, explosions, fire, the intervention of any governmental authority, or default due to any of the preceding events ("**Force Majeure**"), provided that the delayed Party shall provide the other Party with prompt written notice. If such delay or failure lasts longer than 30 days, then the other Party may immediately terminate the relevant Order, in whole or in part, by giving written notice to the delayed Party.
- 14.6 Assignment; Subcontracting.** Partner may not assign the Agreement, a Dell Quote, an Order or any right or obligation under the Agreement, or delegate any performance, without Dell's prior written consent, which will not be unreasonably withheld. An assignment of Partner's Order to Dell's Affiliates, Dell Financial Services, LLC, Dell Financial Services Canada Ltd., or other financial institutions does not require consent. Even if Dell consents to an assignment or delegation, Partner remains responsible for all obligations to Dell under the Agreement, a quote, or Order that Partner incurred prior to the effective date of the assignment or delegation. Partner's attempts to assign or delegate without Dell's prior written consent is void. Dell may use its Affiliates or other qualified subcontractors to provide Services to Partner, but Dell remains responsible to Partner for the performance of those Services.
- 14.7 Independent Contractors.** No provision of this Agreement will be deemed to create an association, trust, partnership, joint venture or other entity or similar legal relationship between the Parties or third parties hired by Partner's subcontractors, or impose a trust, partnership, or fiduciary duty, obligation, or liability on or with respect to such entities. Partner and Dell are independent contractors. Neither Party will make any representations or warranties, or assume any obligations, on the other Party's behalf. Neither Party is or will claim to be a legal representative, franchisee, agent or employee of the other Party.
- 14.8 Waiver and Severability.** Failure to enforce a provision of the Agreement will not constitute a waiver of that or any other provision of the Agreement. If any part of this Agreement or an Order is held unenforceable, the validity of all remaining provisions shall not be affected.
- 14.9 Notices.** All notices and other required communications to Dell shall be in writing and sent to the [Dell entity and location](#) set out in the in the first page of this agreement. Written notice shall be provided by: (a) personal delivery deemed accepted at time of delivery with written verification; (b) internationally recognized overnight delivery courier with verification of receipt; (c) registered or certified mail, postage prepaid first-class mail with return receipt requested; or (d) electronic mail with confirmed receipt. All such notices will be effective upon receipt.

Partner Data Processing Schedule

This Partner Data Processing Schedule (“**Schedule**”) to the Agreement shall apply where the Parties to the Agreement may exchange Personal Data in the performance of their obligations, including provision of services (the “**Services**”) by Dell, under the Agreement. This Schedule does not apply where Dell is the Controller. In the event of conflict between this Schedule and the Agreement, this Schedule shall control with respect to its subject matter.

1. **Definitions.**

Terms not defined herein have the meanings set forth in the Agreement. The following words in this Partner Schedule have the following meanings:

- 1.1 “**Controller**” means an entity which, alone or jointly with others, determines the purposes and means of the Processing of the Personal Data.
- 1.2 “**GDPR**” means the General Data Protection Regulation (EU) 2016/679.
- 1.3 “**Model Clauses**” means, **if the Territory is in EMEA** as applicable:
 - (i) the Standard Contractual Clauses for the transfer of personal data (Decision 2021/914/EU), as they may be amended or replaced from time to time, in respect of transfers from the European Economic Areas (“**EEA**”) to third countries;
 - (ii) the International Data Transfer Addendum to the European Commission’s Standard Contractual Clauses or the International Data Transfer Agreement, each as issued under Section 119A of the Data Protection Act 2018 in respect of transfers from the United Kingdom (“**UK**”) to countries which are not subject to an adequacy decision under the UK GDPR; and/or
 - (iii) the Standard Contractual Clauses for the transfer of personal data (Decision 2021/914/EU), as they may be amended or replaced from time to time and as specifically amended for use under the Swiss Federal Data Protection Act by the amendments announced by the Swiss Federal Data Protection and Information Commissioner on 27 August 2021, in respect of transfers from Switzerland to third countries.
- 1.4 “**Personal Data**” means any information relating to an identified or identifiable natural person, or as otherwise defined as “personal data” or “personal information” under the Privacy Laws, which is Processed by the Parties in the performance of the Agreement.
- 1.5 “**Personal Data Breach**” means a breach of security leading to the accidental or unlawful destruction, loss, alteration, unauthorised disclosure of, or access to, Personal Data Processed under this Schedule.
- 1.6 “**Privacy Laws**” means any data protection and privacy laws to which a Party to the Agreement is subject and which are applicable to the Parties’ obligations under the Agreement, including where applicable, the GDPR, UK GDPR, the California Consumer Privacy Act (“**CCPA**”) and other similar laws.
- 1.7 “**Processing**” means any operation or set of operations which is performed on Personal Data or on set of Personal Data, whether or not by automated means, such as collection, recording, organisation, structuring, storage, adaptation or alteration, retrieval, consultation, use, disclosure by transmission, dissemination or otherwise making available, alignment or combination, restriction, erasure or destruction.
- 1.8 “**Processor**” means an entity which Processes the Personal Data on behalf of the Controller.
- 1.9 “**Sell**” or “**sale**” or means selling, renting, releasing, disclosing, disseminating, making available, transferring, or otherwise communicating orally, in writing, or by electronic or other means, a consumer’s personal information by the business to another business or a third party for monetary or any other non-monetary valuable consideration. Sale does not include Personal Data shared or transferred by Disclosing Controller to Receiving Controller for the purposes of performing the Parties’ obligations under the Agreement.
- 1.10 “**Subprocessor**” means a third party engaged by either Party, acting as a Processor, (including without limitation an Affiliate and/or subcontractor) in connection with the Processing of the Personal Data by either Party pursuant to this Schedule.
- 1.11 “**UK GDPR**” means the GDPR as retained under UK domestic law further to the exit of the UK from the European Union, to be read alongside the UK Data Protection Act 2018, as may be amended from time to time.

2. **Compliance.**

The Parties agree to comply with their respective obligations under any relevant Privacy Laws that apply to the relationship contemplated under the Agreement and to Process any Personal Data only in compliance with applicable Privacy Laws. Each Party has responsibility for complying with Privacy Laws regarding the lawfulness of the Processing of Personal Data prior to disclosing, transferring, or otherwise making available, any Personal Data to the other Party, and shall have obtained all rights and authorizations necessary to disclose the Personal Data to the other Party, including but not limited to giving the appropriate notices and, where necessary, obtaining consents from the Data Subject (in accordance with Privacy Laws) to the disclosure of their Personal Data in connection with the Agreement.

3. Controller to Controller.

Where one Party acting as a Controller (“**Disclosing Controller**”) discloses Personal Data to the other Party to also Process as a Controller (“**Receiving Controller**”) the following obligations will apply:

3.1 unless the Parties otherwise agree in writing, Receiving Controller will Process the Personal Data solely for the purpose of performing its obligations under the Agreement and in accordance with applicable Privacy Laws. The Receiving Controller shall not Process the Personal Data for any activity or purpose unless expressly permitted by Privacy Laws;

3.2 Personal Data is provided to the Receiving Controller solely for the purpose of performing its obligations under the Agreement. Disclosing Controller does not provide any monetary or other non-monetary valuable consideration for access to or other processing of Personal Data except for payments agreed under the Agreement for the performance of the Service under the Agreement;

3.3 If Disclosing Controller discloses Personal Data for the purpose of Receiving Controller sending marketing communications, Disclosing Controller agrees to obtain the relevant Data Subjects' prior consent to such disclosure and use by Receiving Controller;

3.4 Each Party shall comply promptly with its obligations to respond to requests from data subjects to exercise their rights under Privacy Laws (including their rights to withdraw consent, of access, restriction, rectification, erasure and portability) in respect of the Personal Data. Receiving Controller will deal promptly with all reasonable inquiries from Disclosing Controller or a Data Subject relating to the Personal Data, including requests for access or correction of Personal Data and information about Receiving Controller's practices, procedures and/or complaints process;

3.5 In the event a Party receives a request or notification from a third party (including a data protection supervisory authority) or an order of court that concerns the Personal Data processed under the Agreement, it shall promptly notify the other Party, providing all relevant details. The Parties shall reasonably cooperate with each other to respond to such request or notification. Unless required by law, neither Party shall respond to any request or notification on behalf of the other Party unless instructed to do so in writing by such other Party;

3.6 If a Personal Data Breach occurs in connection with the Agreement, the Party experiencing the Personal Data Breach shall notify the other Party without undue delay after becoming aware. Each Party shall cooperate with and assist the other in handling, mitigating and/or resolving a Personal Data Breach. The Parties shall, following consultation with each other, comply with any applicable obligations under Privacy Laws to notify the relevant supervisory authorities and/or data subjects;

3.7 The Receiving Controller shall erase and/or destroy the Personal Data after termination of the Agreement if it is no longer necessary to retain it for the purpose of the Agreement or as otherwise required by applicable laws;

3.8 Receiving Controller is prohibited from: (i) Selling any Personal Data; (ii) retaining, using, or disclosing Personal Data for any purpose other than for the specific purpose of performing the obligations under the Agreement, including but not limited to, retaining, using, or disclosing Personal Data for a commercial purpose other than fulfilling the Agreement; and (iii) retaining, using, or disclosing Personal Data outside of the direct business relationship between Disclosing Controller and Receiving Controller; and

3.9 Receiving Controller represents and warrants that it understands the prohibitions and limitations regarding its use and all other processing activities and related purposes as outlined in this Schedule regarding Personal Data, particularly in Section 3.8 and will comply with them.

4. Controller to Processor.

Where one Party acting as a Controller discloses Personal Data to the other Party to Process as a Processor or Subprocessor on its behalf, the Party acting as a Processor or Subprocessor shall:

4.1 Process the Personal Data only in accordance with the Controller's instructions, unless required to do so by applicable law. Any additional or alternate Processing instructions not contained in this Schedule must be agreed between the Parties in writing, including the costs (if any) associated with complying with such instructions. Neither Party is responsible for determining if the Controller's instructions are compliant with applicable law. However, if either Party is of the opinion that a Controller instruction infringes applicable Privacy Laws, that Party shall notify the other as soon as reasonably practicable and shall not be required to comply with such infringing instruction. Details of the subject matter of the Processing, its duration, nature and purpose, and the type of Personal Data and data subjects are as specified in the Agreement and Annex 2.

4.2 Process the Personal Data provided by the Controller only to the extent necessary to perform its obligations under the Agreement;

4.3 Not disclose the Personal Data to any third party (other than an Affiliate or Subprocessor) except as necessary and only for the purposes of:

- (a) complying with the Controller's instructions;
- (b) complying with this Schedule; or
- (c) complying with the law or a binding order of a governmental body. Unless it would violate the law or a binding order of a governmental body, Processor will give the Controller notice of any legal requirement or order referenced in this provision;

4.4 Upon becoming aware of a Personal Data Breach, (i) notify the Controller without undue delay (and in any event within 72 hours); (ii) provide written details of the Personal Data Breach to the extent such information is known or available to the Processor at the time; (iii) use reasonable efforts to assist the other Party in mitigating where possible, the adverse effects of any Personal Data Breach; and (iv) implement all measures required by Privacy Laws in case of such Personal Data Breach.

4.5 Upon reasonable prior written request, provide the Controller with such information as may be reasonably necessary under applicable law to demonstrate Processor's compliance with this Schedule;

4.6 Upon reasonable prior notice, provide reasonably requested assistance to the Controller to carry out data protection impact assessments and/or prior consultations to the extent required by Privacy Laws in relation to the Processing of Personal Data by that Party as a Processor;

4.7 Promptly notify Controller of, and cooperate with the Controller to address, any requests from individuals or applicable data protection authorities relating to the Processing of Personal Data under the Agreement, including requests from individuals seeking to exercise their rights under any applicable Privacy Laws. Processor shall not respond to such communications directly without Controller' prior authorization, unless legally compelled to do so;

4.8 At the expiry or termination of the Agreement, or otherwise at Controller's option (as may be requested in writing), delete or return all Personal Data to Controller as soon as reasonably practicable, except where the Processor is required to retain copies under applicable law, in which case Processor will limit and protect that Personal Data from any further Processing except to the extent required by applicable law;

4.9 If either Party is Processing Personal Data within the scope of the CCPA, that Party shall Process Personal Data on behalf of the other Party only and will not retain, use, share or disclose that Personal Data for any purpose other than for the purposes set out in this Schedule, the Agreement and as permitted under the CCPA or any subsequent law. In no event will either Party share any Personal Data with third parties (except to Subprocessors in accordance with clause 5 below) or sell any Personal Data. Each Party certifies that it understands and will comply with all restrictions placed on its' Processing of Personal Data, including by avoiding any action that would cause the other Party to be deemed to have sold Personal Data or Personal Information under the CCPA. For purposes of this paragraph, Processors hereunder will be considered Service Providers as defined in Section 1798.140 (v) of the CCPA; and

4.10 Upon reasonable prior written request from the other Party (such request to be made in accordance with the terms of the Agreement), provide such information as may be reasonably necessary to demonstrate compliance with the Processor's obligations under this Schedule and allow for and contribute to audits, including inspections, conducted by the other Party or another auditor mandated by that Party.

5. Subprocessors.

5.1 Use of Subprocessors.

1. Either Party may, and has general consent from the other Party to, use Subprocessors, Parties may appoint and use Subprocessors to Process the Personal Data in connection with the Agreement provided that, in each case, it has in place a contract in writing with each Subprocessor that is relevant to the services to be provided by the Subprocessors and under which the Subprocessor (i) provides sufficient guarantees to implement appropriate technical and organisational measures, and (ii) abides by terms materially similar to the rights and/or obligations imposed on Dell under this Schedule. Subprocessors may include third parties or any Affiliate of a Party. Where a Subprocessor fails to fulfil its data protection obligations as specified above, the relevant Processor having engaged that Subprocessor shall be liable to the other Party for the performance of the Subprocessors' obligations.

5.2 List of Subprocessors.

A list of Subprocessors that Dell engages to support the provision of its Services is made available by Dell on dell.com/subprocessors.

6. Security.

6.1 Technical and organizational security measures.

Each Party will ensure that it has appropriate technical and organizational measures in place to reasonably ensure that the security, confidentiality, integrity, availability and resilience of Processing systems and services involved in the Processing of any Personal Data are commensurate with the risk in respect of such Personal Data and to guard against a Personal Data Breach. The Parties agree that the technical and organizational security measures described in Annex 1 ("**Information Security Measures**") provide an appropriate level of security for the protection of Personal Data to meet

the requirements of this Schedule. Each Party will periodically (i) test and monitor the effectiveness of its safeguards, controls, systems and procedures and (ii) identify reasonably foreseeable internal and external risks to the security, confidentiality and integrity of the Personal Data, and ensure these risks are addressed.

6.2 Technical Progress.

The Information Security Measures are subject to technical progress and development and Dell may modify these provided that such modifications do not degrade the overall security of the Personal Data processed under the Agreement.

6.3 Access.

The Parties shall ensure that persons authorized to access the Personal Data (including any Affiliate or authorized Subprocessor) are under a duty of confidence and will respect and maintain the confidentiality and security of the Personal Data and have committed themselves to confidentiality or are under an appropriate statutory obligation of confidentiality.

7. International Transfers.

2. The Parties are authorized, in connection with the Processing of Personal Data under this Schedule, or in the normal course of business, to make worldwide transfers of Personal Data to their respective Affiliates and/or Subprocessors. When making such transfers, each Party shall ensure appropriate protection is in place to safeguard the Personal Data transferred under or in connection with this Agreement. Where the fulfilment of the Parties' obligations under the Agreement involves the transfer of Personal Data from the European Economic Area ("**EEA**") or the UK or Switzerland to countries outside the EEA or the UK or Switzerland (which are not subject to an adequacy decision under Privacy Laws) the Parties agree that they will use the Model Clauses along with appropriate supplemental measures or other appropriate data transfer mechanisms in accordance with applicable Privacy Laws and, in particular, such transfers shall be subject to: (a) each Party having in place intra-group agreements with its Affiliates which may have access to the Personal Data, which agreements shall incorporate the relevant Model Clauses and (b) each Party having in place agreements with its' Subprocessors that incorporate the relevant Model Clauses as appropriate. Where the fulfilment of the parties' obligations under the Agreement involves the transfer of Personal Data across other international borders requiring one or more additional Personal Data transfer compliance mechanisms under applicable Privacy Laws, the parties agree that they will use the appropriate contractual clauses or other prescribed mechanism(s) and/or measure(s) to ensure the compliant transfer of Personal Data across those borders, as required under the Privacy Laws and/or promulgated by the relevant data privacy regulator.

8. Survival.

Each Party's obligations under this Schedule shall survive the termination of the Schedule and the Agreement and continue in effect for as long as the Personal Data continues to be in the Receiving Controller's possession or control.

Ex-Works Schedule

Partner is responsible for ensuring that receipt, use, incorporation, resale, transmission or transfer of Dell Products and Services is in full compliance with all applicable customs, export controls, laws and Sanctions (as defined below).

An Ex-works order is an order delivered EXW (Dell Facility or Address/Place of Delivery), where the product is made available by Dell at the point of Delivery and where the Buyer's Agent is responsible for EEI Filing, where applicable, and subsequent export.

By entering into this Addendum, Partner agrees to the following requirements for Ex-Works orders that have been placed with Dell:

1. Partner is responsible for the full costs and risks of transporting the Products from the agreed Dell location place of delivery (EXW Dell Facility or EXW Point of Delivery, Incoterms 2020) to the Territory.
2. Partner agrees to appoint the Dell nominated customs brokers ("**Buyer's Agent**") to export Dell Products that are subject of an Ex-Works order. Non-Dell appointed forwarders shall be subjected to due diligence by Dell Trade Compliance team prior to their engagement and appointment by the Partner.
 - a. **For Ex Works U.S. Orders**, the Partner agrees to appoint a duly authorized US Agent to file EEI and to export Dell Products that are subject of an Ex-Works order. Upon request by Dell and within 48 hours of such request, Partner or duly authorized US Agent shall provide Dell with a copy of the export paperwork (including, but not limited to, Commercial Invoice, Electronic Export Information Filing, Bill of Lading/Waybill).
3. Partner is responsible for ensuring that the resale or distribution of Products with any party will comply with the requirements as specified in this Schedule.
4. Partner agrees to abide by, and to assume sole responsibility for ensuring that all required export, re-export, in-country transfer, and import licenses, registrations, and other government authorizations have been obtained relating to the Products and Services provided under this Agreement. Partner is solely responsible for ensuring compliance with the requirements of all such licenses, registrations, or other authorizations.
5. Partner agrees that, in connection with the Products and Services supplied to Partner by Dell, Partner will not contract with or otherwise do business with any individual, company, organization or other entity that is the subject or target of any U.S. or other national or multinational government financial and economic sanctions or trade embargoes or otherwise identified on a list of prohibited, sanctioned, debarred, or denied parties, (collectively, "**Sanctions**"), without having first obtained any required license or other government authorization or in any manner which would result in a violation of Sanctions by Partner or Dell.
6. Partner will have adequate policies and procedures in place to ensure that, the Products and Services provided in connection with the Agreement will not be exported, re-exported, sold, leased or otherwise transferred to, or utilized by, an end-user engaged in any of the following activities:
 - (i) Activities related to weapons of mass destruction, including any activities related to the design, development, production or use of:
 - (a) Nuclear weapons, materials, or facilities;
 - (b) Missiles or the support of missile projects; or
 - (c) Chemical or biological weapons.
 - (ii) Terrorist activities.
 - (iii) Military end users or uses in the People's Republic of China, the Russian Federation, Myanmar, or Venezuela (including certain government owned or controlled corporations of such countries as identified by U.S. and other applicable government licensing authorities).
 - (iv) Exploration or production of oil and gas in Arctic, deepwater (greater than 500 feet), energy export pipelines, or shale formations in Russia or any other location globally or with Russian companies, territories, and entities identified by BIS and/or OFAC.
7. Partner agrees to provide the following documents within 7 business days of Dell's request:
 - (i) Delivery Document from the carrier or forwarder that corresponds with the country of ultimate destination within the Territory, per bill of lading/waybill, which includes customer name and address ("**Delivery Document**"). A Delivery Document includes any document accompanying a shipment of goods during the resale to resellers that lists the description, quantity of the goods delivered, port of destination and/or the address for delivery to the buyer and the name and signature of the person who accepted the shipment; or
 - (ii) Commercial Invoice, Electronic Export Filing, Bill of Lading/Waybill that correspond with the country of ultimate destination within the Territory, which includes customer name and address; and
 - (iii) To the extent not captured by (i) or (ii) above, sufficient documentation, such as the invoice to the Partner, Reseller or End User Product, to enable Dell to determine that the Product sold under the Agreement is the same Product provided pursuant to this Ex-Works Schedule.⁴

⁴ Where the Territory of sale is located in **Afghanistan, Brunei, and/or Pakistan**, the documents requested in Section 7 (i) to (iv) shall be provided within 7 business days of re-export or resale of Dell's Products, Services and Software.

8. Dell reserves the right to request, and Partner agrees to provide, additional documentation, including local territory customs declaration (with confidential information redacted) or other electronic documents that substantiate that the Ex-Works order has been received/delivered into the country of ultimate destination within the Territory. If requested, Partner shall provide such documentation within 3 business days of request.
9. Partner acknowledges and agrees to comply with all record keeping requirements that relate to compliance with applicable export control regulations and Sanctions and to retain such records for a minimum period of 5 years.
10. Partner acknowledges and agrees to comply with [Dell's Global Trade Compliance Policy below](#).
11. Partner acknowledges and agrees that failure to provide to Dell the documents as specified in this Schedule may result in the following action(s):
 - (i) Withholding of sales/volume incentive and/or rebate payment(s) that relates to the specified order(s);
 - (ii) Suspension of Partner's commercial credit account with Dell; and/or
 - (iii) Immediate termination of the Agreement.

Global Trade Compliance Policy

Policy Owner:	Global Trade Compliance
Effective Date:	August 15, 2017
Version No.	5.0

Purpose

The purpose of this Policy is to establish and communicate expectations for compliance with the laws and regulations governing import, export and trade in all jurisdictions in which Dell Technologies operates.

Scope

This Policy applies to team members of Dell Technologies and their subsidiaries (unless the subsidiary has a separate and distinct policy on the subject matter), hereinafter collectively referred to as "You".

Capitalized terms used in this Policy may be found at the end of the Policy.

Policy Statement

All countries regulate the movement of goods (raw material and finished goods), technology and services across their borders through the use of tariff and non-tariff barriers for various objectives including, but not limited to, national security, foreign policy, treasury revenue, and domestic protection. Additionally, the U.S. Antiboycott laws prohibit participation in foreign trade boycotts that are not sanctioned by the U.S. and require reporting. It is the policy of Dell Technologies to import, export, reexport and/or transfer products, technology, software and/or perform services in accordance with the regulations and licensing requirements set forth in the U.S. Export Administration Regulations (EAR), U.S. economic trade sanctions and embargoes administered by the Office of Foreign Assets Control, International Traffic in Arms Regulations (ITAR), Custom Agencies as well as other applicable country-specific laws and regulations. The sale, import, export, transfer and retransfer of the Dell Technologies products, services and technology are subject to GTC screening as applicable. Additionally, transactions such as consignments, samples, research and development and trade shows also require review by GTC, and You should engage GTC prior to conducting these types of transactions. Hand carries are not permitted. Any exception to this Policy must be approved by the regional GTC manager.

Dell Technologies complies with all applicable trade compliance controls, laws and regulations globally. Dell Technologies and You must comply with U.S. trade compliance laws regardless of Your location globally and regardless of the location of the product or technology in question. Dell Technologies complies with U.S. trade compliance laws in every country it conducts business.

You are expected to comply with this Policy and be aware of any Red Flags and escalate any questions, concerns or Red Flags to the GTC. Any potential request no matter in what format (e.g., phone, online, e-mail) to comply with a Trade Boycott requires immediate escalation to GTC. Depending on Your role (especially sales, service or finance orders), You may be required to execute resources and tools provided by Global Trade Compliance in fulfillment of the Dell Technologies principles. This means that You must take extra care and comply with the following:

Product Principle

Dell Technologies product, technology and services are subject to review prior to export and import because they may be subject to export and import licenses. Office of Technologies product, for example, require export or import licenses due to advanced encryption capabilities or product specially designed or modified for particular End-Uses.

People Principle

People (e.g., the Dell Technologies customers, End-Users, vendors, suppliers, employees and contractors) are subject to risk-based screening, which is designed to ensure that Dell Technologies does not conduct business with individuals or entities who are restricted under applicable law. Transactions with a person or entity on a government denied party list, located in a prohibited country, or affiliated with a prohibited country may be prohibited. Transactions with embassies of an embargoed country, like Iran, for example are restricted even if the embassies are not located in Iran. Similarly, branch offices of entities that are on a denied party list may be equally prohibited. These are Red Flags and it is Your obligation to escalate these to the GTC.

Place Principle

Dell Technologies restricts activities to certain Places (i.e., countries and territories), and does not participate either directly or indirectly in any activities related to embargoed countries or territories except in accordance with any license or other authorization granted by the U.S. Government (and other foreign governments, as applicable).

Purpose Principle

Many of the Dell Technologies products may be subject to End-Use restrictions. U.S. trade and export law restricts sales to non-U.S. individuals or entities buying products, technology, and services if the Purpose (i.e., the intended End-use) is one of the following: nuclear or missile technology, chemical and biological weapons, maritime nuclear propulsion, military uses, or weapons of mass destruction.

Global Trade Compliance Organization

Import and export compliance involves the cooperation of many functional areas of the business, such as technical product development, sourcing, purchasing, supply chain, logistics, transport, receiving, manufacturing, marketing, sales, payables, finance, accounting, tax, legal, and any other related activity or functional area, as applicable. In order to oversee necessary coordination, Dell Technologies maintains a Global Trade Compliance organization. This function operates consistent with legal requirements, this Policy, and an internal control environment designed to ensure adequate internal controls. For more information, please visit [Contact Us](#).

Procedures & Training

Dell Technologies has adopted standards, guidelines, procedures, tools, and training materials to assist You in complying with this Policy. For guidance, the Global Import and Export Management System Manuals can be found [here](#). Dell Technologies Global Trade Compliance team delivers role-appropriate or business segment training regarding this Policy and associated standards, guidelines, and tools. For more information on training and how to obtain guidance and instruction on trade compliance issues or concerns, please visit this [link](#). The Red Flag FAQs can be found [here](#). You are responsible for using these resources as necessary to support Your compliance with this Policy.

Asking Questions

You are encouraged to ask any questions You may have about this Policy. To learn more about how to comply with this Policy in Your daily conduct or operations, contact Global Trade Compliance. Prior to making commitments to suppliers or customers that may involve trade control laws and regulations, or general question regarding this Policy, consult with the Dell Technologies designated regional Trade Compliance Manager (TCM), found [here](#). You may also contact the Global Trade Compliance team at WW Export Compliance WW_Export_Compliance@Dell.com.

Reporting & Investigations

It is very important that You immediately report any suspicious behavior. This includes not only team members but also third parties (e.g., channel partners, vendors, consultants). To report known or suspected violations of this Policy, contact GTC at WW_Export_Compliance@Dell.com, Your leader or another member of management, Your Human Resources representative, an Ethics & Compliance team member, or call the [Ethics Helpline](#), a confidential toll-free, third party operated telephone service. You may also submit a report via the [Ethics line](#), a confidential web based online reporting vehicle. You may find access information via the [Global Ethics & Compliance website](#), and reports made via the telephone Helpline or the web-based Ethics line may be made anonymously where permitted by local law. Anyone reporting a suspected or actual violation of this Policy in good faith is protected from retaliation under the [Dell Technologies Code of Conduct](#). All good faith allegations of violations of this Policy will be fully and confidentially investigated. You are required to cooperate with all investigations of alleged Policy violations.

Discipline & Other Consequences

Team members who violate this Policy may be subject to disciplinary action up to and including termination of employment. Failing to comply with import and export laws potentially puts Dell Technologies and Yourself at risk for fines and penalties.

Administrative Guidelines

- This Policy may be revised or revoked by the policy owner at any time, with no advance notice
- This Policy is a statement of Dell Technologies' intent only and does not create contractual rights. Dell Technologies reserves the right to make exceptions to this Policy in its discretion.
- This Policy is globally applicable unless contrary to local laws and regulations. Dell Technologies operations in different countries may have more stringent policies or implementing procedures where required by local law. In the event of a conflict, these more stringent local policies and implementing procedures will take precedence.
- The provisions of this Policy cannot be waived. Dell Technologies management does not have the authority to approve waivers to this Policy.

Definitions

Red Flag – Any circumstance in a transaction that is questionable or seems destined for a restricted End Use, End User, or a restricted destination.

U.S. Export Administration Regulations – U.S. Department of Commerce responsibility governed primarily by the Bureau of Industry and Security (BIS) U.S. Code of Federal Regulations TITLE 15, Commerce and Foreign Trade, SUBTITLE B—REGULATIONS RELATING TO COMMERCE AND FOREIGN TRADE, CHAPTER III--INTERNATIONAL TRADE ADMINISTRATION, DEPARTMENT OF COMMERCE, SUBCHAPTER C--EXPORT ADMINISTRATION REGULATIONS, 730-774.

International Traffic in Arms Regulations – Department of State’s responsibility for the control of the permanent and temporary export and temporary import of defense articles and services is governed primarily by 22 U.S.C. 2778 of the Arms Export Control Act (AECA) and Executive Order 11958, as amended. The AECA, among these other requirements and authorities, provides for the promulgation of implementing regulations, and the International Traffic in Arms Regulations (22 CFR 120-130).

Office of Foreign Asset Controls – The Office of Foreign Assets Control (OFAC) of the US Department of the Treasury administers and enforces economic and trade sanctions based on US foreign policy and national security goals against targeted foreign countries and regimes, terrorists, international narcotics traffickers, those engaged in activities related to the proliferation of weapons of mass destruction, and other threats to the national security, foreign policy or economy of the United States.

End Use –This term defines a commodity classification system that identifies merchandise based on the intended principal use of the merchandise rather than the physical characteristics of the merchandise. End Use is determined by identifying how the merchandise (i.e., any product, software and technology) will be used and for what purpose it will be used by the End User.

End User – The person that receives and ultimately uses the exported or reexported merchandise. The End User is not a forwarding agent or intermediary but may be the purchaser or ultimate consignee.

Antiboycott – The antiboycott laws were adopted to encourage, and in specified cases, require U.S. firms to refuse to participate in foreign boycotts that the United States do not sanction. They have the effect of preventing U.S. firms from being used to implement foreign policies of other nations which run counter to U.S. policy.

Customs Agencies – the official department that administers and collects the duties levied by a government on imported goods.