Commercial Terms of Sale

1. Scope.

1.1. These Commercial Terms of Sale ("**Terms of Sale**") govern Customer's procurement of Supplier Offerings or Third Party Offerings (collectively "**Offerings**") from Supplier, for Customer's own internal use for its business purposes or in its capacity as a public sector entity. "**Customer**" refers to the entity ordering the Offerings and "**Supplier**" refers to the Dell legal entity with which Customer contracts for the procurement of the Offering. Customer and Supplier are typically specified in the associated Quote and Order, and are each referred to as "**Party**" and collectively as "**Parties**". If Customer wishes to resell Offerings or procure for the purposes of its personal use as a consumer, alternative terms and conditions apply. To the extent there is a written framework agreement in place between the Parties that applies to the Offerings, those terms shall apply instead of these Terms of Sale.

1.2. "**Supplier Offerings**" means:

A. "**Products**" means Supplier-branded: (a) hardware ("**Equipment**"); or (b) generally available standard software, whether microcode, firmware, operating systems or applications ("**Software**"). Software includes "**Subscription Software**" licensed by Supplier as a stand-alone product on a subscription basis.

B. "**Services**" means Supplier's: (a) service offerings for maintenance and support of Products or Subscriptions ("**Support Services**"); or (b) consulting and any other services that are not Support Services ("**Professional Services**").

C. "**Subscriptions**" means Supplier-branded offerings provided to Customer for a defined time period ("**Subscription Term**") and priced based on the Subscription Term or other applicable metrics, and consisting of: (a) cloud offerings; or (b) Products or Services offered as a subscription, on an "as-a-service" basis or on a flexible consumption basis. Subscriptions do not include Subscription Software.

1.3. "**Third Party Offerings**" means hardware, software, products, services, subscriptions, solutions or any other offerings that are not Supplier-branded.

1.4. These Terms of Sale contain the terms and conditions applicable to all Offerings, as may be supplemented by specific terms for certain Offerings available at www.dell.com/offeringspecificterms, in a Service Specification, a Subscription Specification or in a "**Schedule**" to these Terms of Sale (collectively "**Offering Specific Terms**"), which are all considered part of these Terms of Sale by reference.

2. Quote and Ordering; Affiliates; Order of Precedence.

2.1. Unless otherwise agreed, prices stated on a quote from Supplier ("**Quote**") are effective until the expiration date of the Quote and may change due to shortages in materials or resources, increase in the cost of manufacturing or other factors beyond Supplier's reasonable control. To procure Offerings stated on a Quote, Customer may place orders which are subject to availability and acceptance by Supplier. An accepted order is referred to as an "**Order**". Supplier may cancel Orders due to pricing, typographical or other errors in the Quote, in accordance with applicable law.

2.2. Supplier may revise its Offerings, including after Customer places an Order but prior to Supplier's shipment or performance. As a result, Offerings Customer receives may differ from those ordered, as long as they still substantially meet or exceed the specifications as per the documentation of the originally ordered Offerings.

2.3. Transactions under these Terms of Sale may involve Affiliates. With respect to Customer, "**Affiliate**" means any other entity that controls, is owned by, controlled by or under common ownership or control with Customer. With respect to Supplier, it means Dell Technologies Inc. and its wholly owned subsidiaries. "Control" means more than 50% of the voting power or ownership interests.

2.4. In case of any conflict, the following order of precedence will apply: (a) the Order, where the Parties explicitly agree to deviate from these Terms of Sale for the respective Order; (b) any Offering Specific Terms; and (c) these Terms of Sale.

3. Delivery; Transfer of Risk and Title; Acceptance; Costs.

3.1. Unless otherwise agreed, Supplier will arrange for shipment of the ordered Offerings to the ship-to address indicated in the Order, through a carrier that Supplier designates. Delivery dates are estimated. Software may be provided by delivery of physical media or through electronic means. Customer will notify Supplier within 21 days after the invoice date if Customer believes any Offering included in its Order is missing, wrong, or damaged, and will ensure that the intended installation site meets the specifications as per the applicable documentation.

3.2. Title to the sold hardware passes to Customer upon delivery. Risk of loss transfers to Customer upon Delivery. Unless otherwise agreed upon in Supplier, "**Delivery**" will occur: (a) for hardware when Supplier provides it to the ship-to address indicated in the Order; and (b) for software delivered electronically or through a Transformational License Agreement or similar enterprise license arrangement: once Supplier it is made available for download.

3.3. Offerings are deemed accepted upon Delivery. Notwithstanding such acceptance, Customer retains all rights and remedies under the "Warranty" section.

4. Software Licenses.

Customer's rights to use the Software are governed by the applicable end-user license agreement ("**EULA**"). Unless otherwise agreed, the EULA on www.dell.com/eula applies.

5. Services; Subscriptions.

Supplier will provide Services (including any Deliverables) in accordance with the applicable Service Description, Statement of Work (SOW) or other agreed upon documentation for such Services ("**Service Specification**") for the period agreed in the Order. Supplier will provide Subscriptions in accordance with the Services Offering Description, Supplier's standard documentation for the Subscription or other agreed upon documentation for such Subscription ("**Subscription Specification**"). Unless otherwise agreed, the initial Support Services procured with a Product start when the applicable Product warranty period begins. Professional Services are provided as a separate service even if mentioned together with the sale or licensing of Products or Subscriptions by Supplier in the same Order. The Subscription activation process and the Subscription Term are described in the Subscription Specification, the Order or Supplier's online ordering process. Supplier is not providing legal or regulatory advice in any Professional Services.

5.1. Support Services.

A. Availability of Support Services is governed by Supplier's applicable "End-of-Service-Life" and release support policies available at www.dell.com/support or as otherwise communicated by Supplier ("**Support Policies**"). Unless otherwise agreed, Support Services will terminate at earlier of (a) the expiration of the term for Support Services purchase by Customer or (b) the applicable End-of-Service-Life date and Customer's sole and exclusive remedy for such termination will be the credit by Supplier of any pre-paid fees for Support Services that will not be provided as a result of such termination. Unless stated otherwise in the applicable Support Policies, Support Services for Software apply only to the current and the immediately prior release of the Software.

B. Support Services do not cover: (a) problems that are excluded from warranty coverage; (b) problems that cannot be reproduced at Supplier's facility or via remote access to Customer's facility; (c) onsite activities for Products located outside the applicable service area (unless otherwise provided in a Service Specification); (d) providing media replacement, operating supplies, cosmetic repairs, accessories or parts such as frames; or (e) damage or defects that do not affect device functionality.

C. Supplier may store tools and spare parts for diagnostic or remedial activities in connection with Services at Customer's site or on Customer's systems for use by Supplier's authorized personnel. Customer authorizes Supplier to remove or disable them when no longer needed for the Services.

D. Replaced Equipment or components will be returned to Supplier and become Supplier's property upon receipt of such items at Supplier's specified facility unless agreed otherwise in an Order. If Customer does not return a replaced component or Equipment within 15 days after receipt of Supplier's request, Supplier reserves the right to charge Customer for such replaced Equipment or component. If Supplier determines that a component is "customer-replaceable" — that is, easily disconnected and reconnected — or if Supplier determines Equipment should be replaced, Supplier reserves the right to send Customer a component or replacement Equipment for exchange.

E. Supplier will not access or use Customer production data stored on Products without Customer's authorization. Unless a data deletion service is expressly ordered from Supplier, Customer is responsible for removing all information and data stored on replaced parts, Products or any other items before they are returned to Supplier.

F. If a Product is covered by Services and Customer intends to: (a) relocate Equipment to a different site (where applicable to the Product); (b) change the hardware configuration; (c) deny activation or disable remote support features of a Product, Customer will notify Supplier in advance. Supplier reserves the right to discontinue Services or charge additional fees if the foregoing limits Supplier's ability to provide Services or increases Supplier's costs. In addition, proactive support capabilities, response times or other service levels may no longer apply.

5.2. Grant of License Rights in Deliverables.

A. "**Deliverables**" means reports, analyses, scripts, code or other work results that Supplier delivers to Customer within the framework of fulfilling obligations under a Service Specification.

B. "**Proprietary Rights**" mean all patents, copyrights, trademarks, trade secrets or other intellectual property rights of a Party.

C. Subject to Customer's compliance with these Terms of Sale and any applicable Service Specification, Customer's payment of applicable amounts due and Supplier's Proprietary Rights in any underlying intellectual property incorporated into any Deliverables or used by Supplier to perform Services, Supplier grants Customer a non-exclusive, non-transferable, revocable (in case of non-payment, or any breach of these Terms of Sale or any applicable Service Specification) license to use (without the right to sublicense) the Deliverables provided by Supplier for Customer's internal business purposes, solely in accordance with the applicable Service Specification and subject to these Terms of Sale. Customer may authorize its service providers to use the Deliverables, solely on Customer's behalf and for Customer's internal business purposes. Customer is responsible for service provider's compliance with these restrictions.

D. Supplier retains all Proprietary Rights not expressly granted to Customer herein. The license granted in this section "Grant of License Rights in Deliverables" does not apply to: (a) Products; (b) Subscriptions; or (c) items licensed or otherwise provided under a separate agreement. Supplier is not limited in developing, using, or marketing services or products that are similar to the Deliverables or Services provided hereunder, any Service Specification, or, subject to Supplier's confidentiality obligations to Customer, in using the Deliverables or performing similar Services for any other projects.

5.3. Customer retains its Proprietary Rights in materials it furnishes to Supplier for use in connection with the performance of Services. Customer grants Supplier a non-exclusive, non-transferable right, under Customer's Proprietary Rights, to use Customer-provided materials solely for the benefit of Customer in fulfilling Supplier's obligations under these Terms of Sale.

5.4. Supplier is solely responsible for personnel placement as well as for all other human resource matters (example: vacations) concerning its personnel.

5.5. In connection with Services and Subscriptions, at no charge to Supplier, Customer will: (a) provide Supplier personnel with timely access to safe and clean facilities, space, power, documentation, files, data, information,

additional software (if needed); (b) use skilled and authorized Customer personnel to cooperate with Supplier, as reasonably requested by Supplier; (c) be responsible for physical and network security and all conditions in its business necessary for performance of Services; (d) allow Supplier remote and onsite access to the Products and Customer's infrastructure environment, as required; and (e) promptly notify Supplier when Products fail and provide Supplier with sufficient details for Supplier to reproduce the failure.

6. Payment Terms; Taxes.

6.1. Customer will pay Supplier's invoices in full and in the same currency as Supplier's invoice within the time noted on Supplier's Quote, or if not noted, then within 30 days after the date of the invoice, with interest accruing after the due date in accordance with applicable law on interests on overdue payments. In case of Customer's default in payment Supplier may, until arrangements as to payment or credit have been established: (a) cancel or suspend its performance of such Order; and/or (b) withhold performance under these Terms of Sale.

6.2. The charges due under each Order are exclusive of, and Customer will pay for all value added tax (VAT), excise, withholding and governmental fees and levies, resulting from Customer's purchase, which will be added to the invoices as a separate line item where legally required. If Customer qualifies for a tax exemption, Customer must provide Supplier with a valid certificate of exemption or other appropriate proof of exemption within 1 week of Customer's Order.

6.3. Customer must pay all fees for use of the Offerings, including fees for add-on features and fees based on usage. Supplier may invoice Customer directly for metered or overage fees, even if: (a) Customer originally purchased the Offerings through a Supplier reseller; or (b) even if a corresponding Order was not received from Customer.

7. Warranty.

7.1. Product Warranty.

A. Equipment. Supplier warrants that the Equipment will: (a) be free from material defects in materials and workmanship; and (b) perform substantially in accordance with Supplier's then-current standard documentation for such Equipment. Supplier will, at its option and cost: (1) repair or replace the affected Equipment; or if Supplier is unable to do so within a reasonable time, upon return of such Equipment to Supplier, (2) refund the amount Customer paid for the affected Equipment as depreciated on a straight-line basis over a five-year period.

B. Software. Supplier warrants that the Software licensed to Customer will substantially conform in all material respects to Supplier's then-current standard documentation for such Software. Supplier will, at its option and cost: (a) remedy the non-conformance; or if Supplier is unable to do so within a reasonable time, (b) terminate the Software license and provide a pro-rata refund of the license or subscription fees received by Supplier for such Software.

C. Additional Terms and Notice. Additional terms governing the Product warranty, including applicable warranty periods, are found at www.dell.com/en-hk/dt/customer-services/product-warranty-and-service-descriptions.htm and at www.dell.com/prod-warranty-maint-table. Warranty period for Software will not be less than 90 days. Customer must promptly notify Supplier of any warranty claims within the applicable warranty period.

7.2. Services Warranty. Supplier will perform Services in a workmanlike manner in accordance with generally accepted industry standards. Customer must notify Supplier of any failure to so perform within 10 days after the date on which such failure occurs, and Supplier will use reasonable efforts to correct such failure within a reasonable period. If, for reasons within Supplier's control, Supplier is unable to correct such deficiencies, then Customer may terminate the affected Services by providing written notice to Supplier.

7.3. Subscriptions Warranty. Unless otherwise provided in the Subscription Specification, Supplier warrants that during the Subscription Term the Subscription will be provided in material conformance with the Subscription Specification. If the Subscription does not comply with this warranty: (a) Supplier will make reasonable efforts to correct the non-conformance as provided in any applicable Service Level Agreement or Service Level Objective

included in the Subscription Specification, or if none is provided, within a reasonable period of time; and (b) if Supplier is unable to correct the non-conformance for reasons for which Supplier is responsible, then Supplier may terminate the Subscription and credit Customer any pre-paid fees for the Subscription that will not be provided as a result of the termination. Customer must notify Supplier in writing within 10 days of identifying any non-conformance claims covered by this warranty. Customer will not make any claims or demands under sections "Product Warranty" and/or "Services Warranty" of these Terms of Sale for Products and/or Services provided as, or as part of, a Subscription.

7.4. Limitations. Warranty does not cover problems that arise from: (a) accident or neglect by Customer or any third party; (b) any third party items or services with which the Supplier Offering is used or other causes beyond Supplier's control; (c) installation, operation or use not in accordance with Supplier's instructions or applicable documentation; (d) use in an environment (except for Supplier Offerings hosted by Supplier), in a manner or for a purpose for which the Supplier Offering was not designed; (e) modification, alteration or repair by anyone other than Supplier personnel; (f) delays, interruptions, service failures, or other problems inherent in use of the internet and electronic communications; or (g) causes attributable to normal wear and tear. Supplier Offerings are not fault-tolerant and are not for use in hazardous environments requiring fail-safe performance, such as any application in which the failure of the Supplier Offering could lead to death, bodily injury or property damage. Supplier expressly disclaims any express or implied warranty of fitness for these activities. Supplier does not warrant an uninterrupted or error-free operation of Software, nor that all defects can be corrected.

7.5. Exclusive Remedies and Warranty Disclaimer. Supplier's warranties herein and Customer's sole and exclusive remedies in case of breach of any warranty are described in these Terms of Sale. Any warranties implied by applicable law are excluded to the extent permitted.

8. Limitation of Liability.

8.1. These terms are agreed allocations of risk constituting part of the consideration for the Parties entering into the transaction governed by these Terms of Sale and apply even if there is a failure of the essential purpose of any limited remedy and regardless of whether a Party has been advised of the risk of the liabilities. The limitations, exclusions and disclaimers stated below apply to all disputes, claims or controversies (whether in contract, tort, negligence or otherwise) related to or arising out of any transaction governed by these Terms of Sale ("**Dispute**").

A. Nothing herein will exclude or limit liability for: (a) gross negligence, willful misconduct, criminal conduct or fraud by a Party; (b) violation of the restrictions on use of Products, Subscriptions and Services; (c) violation or misappropriation by a Party of the other Party's intellectual property rights; (d) a Party's indemnity obligation stated in these Terms of Sale; (e) timely fulfillment of payment obligations; and/or (f) damages that cannot be excluded or limited by law.

B. Either Party's entire liability will be limited to direct damages and will be capped at the amount paid by Customer to Supplier during the 12 months prior to when the damaging event occurred for the specific Product, Subscription and/or Service giving rise to such liability.

C. Neither Supplier nor its Affiliates will have any liability for any damages related to Third Party Offerings or resulting from Customer's use or attempted use of Free Software or Development Tools all defined in the EULA.

D. Neither Supplier (and its suppliers) nor Customer will be liable for: (a) special, consequential, exemplary, punitive, incidental or indirect damages, (b) lost profits, loss of revenue, loss or corruption of data, loss of use; or (c) procurement of substitute products, subscriptions or services.

8.2. Each Party is solely responsible for its data and mitigation of damages. Customer will implement Information Technology (IT) architecture and processes enabling Customer to prevent and mitigate damages in line with the criticality of the systems and data for Customer's business and its data protection requirements, including a business recovery plan. Customer will: (a) provide for a backup process on a regular (at least daily) basis and backup data before Supplier performs any work on Customer's IT systems; (b) monitor the availability and performance of its IT environment during the performance of Services; and (c) promptly react to any type of notifications received from the Products or from Supplier and immediately report any identified issue to Supplier. To the extent that a Party has any

liability for data loss, it will be limited to the cost of commercially reasonable and customary efforts to recover the lost data from the last available backup.

8.3. The foregoing limitations will also apply in favor of Supplier's Affiliates.

9. Third Party Offerings.

Notwithstanding any other provisions herein, Third Party Offerings acquired by Customer are subject to the standard terms, license, services, warranty, indemnity, support terms and applicable data privacy terms or data processing agreement of the third party manufacturer/supplier (as each may be available at www.dell.com/offeringspecificterms or from the third party manufacturer/supplier to the Customer), or an applicable agreement between Customer and such manufacturer/supplier. Customer agrees to adhere to such terms and that it shall contact such third party directly for support or other offerings-related issues. Any warranty, data privacy, damages or indemnity claims against Supplier in relation to Third Party Offerings are excluded.

10. Confidentiality.

10.1."**Confidential Information**" means any information, pricing, technical data or know-how furnished in connection with Quotes, Orders and Offerings that are governed by these Terms of Sale, whether in written, oral, electronic, website-based or other form, by a Customer or a Customer Affiliate to Supplier or a Supplier Affiliate or vice versa and that: (a) is marked, accompanied or supported by documents clearly and conspicuously designating such documents as "confidential", "internal use" or the equivalent; (b) is identified by the discloser as confidential before, during or promptly after the presentation or communication; or (c) should reasonably be known by the recipient to be confidential. Confidential Information does not include information that is: (1) rightfully in the receiving Party's possession without prior obligation of confidentiality from the disclosing Party; (2) a matter of public knowledge (or becomes a matter of public knowledge other than through breach of confidentiality by the other Party); (3) rightfully furnished to the receiver by a third party without confidentiality restriction; or (4) independently developed by the receiver or its Affiliates without reference to the discloser's Confidential Information.

10.2. Each Party will ensure that, where it or one of its Affiliates is the receiver of Confidential Information hereunder, the receiver will (a) use Confidential Information of the discloser only for the purposes of exercising rights or performing obligations in connection with these Terms of Sale or any Order hereunder; and (b) protect from disclosure to any third parties any Confidential Information disclosed by the discloser, both for a period commencing upon the date of disclosure until 3 years thereafter. Subject to the terms of this section "Confidentiality", the foregoing obligations will never expire in relation to technical information about a discloser's products and services or any information about possible unreleased products or services and will survive any termination or expiration of these Terms of Sale.

10.3. Notwithstanding the foregoing, either Party and its Affiliates may disclose Confidential Information (a) to an Affiliate, or to a subcontractor used by Supplier to provide Services under these Terms of Sale, as long as the Affiliate or subcontractor has a need-to-know and complies with the foregoing; (b) to either Party's directors, officers, employees, and professional advisors and those of its Affiliates; and (c) if required by law or regulatory authorities provided the receiver has given the discloser prompt notice.

11. Data Privacy.

11.1. Parties will comply with all data protection laws and regulations applicable to the processing of personal data under these Terms of Sale. In this section "personal data", "controller", "processor" and "processing" will have the meaning set out in the applicable data protection legislation.

11.2. To the extent that Supplier processes any personal data on behalf of Customer in the performance of its obligations under these Terms of Sale, Supplier will only do so as required to fulfil its legal obligations pursuant these Terms of Sale and either, as a controller and on its own behalf in accordance with its location-specific privacy policies, available at www.dell.com/privacy, or as a processor acting on behalf of Customer in accordance with Supplier's applicable data processing schedule available at www.dell.com/dataprocessingschedule, or another data processing agreement executed by the Parties (as applicable "**Data Processing Schedule**").

11.3. Customer is responsible for: (a) maintaining reasonable measures to avoid Supplier's access to personal information not required by Supplier in provision of any Products, Subscriptions or Services; and (b) obtaining all necessary rights, permissions and consents associated with disclosure of any required personal information to Supplier, prior to such disclosure.

12. General.

12.1. Continuation of Obligations. A termination without cause of Services and Subscriptions will be permitted only if expressly permitted in the applicable Offering Specific Terms. A termination or expiration of an Order will not affect any previously placed Orders or the obligation of Customer to pay all amounts due under a terminated Order.

12.2. Governing Law; Jurisdiction. These Terms of Sale and any Disputes are governed by the laws of Hong Kong. The courts of Hong Kong will have exclusive jurisdiction for the resolution of any Disputes. The *United Nations Convention on Contracts for the International Sale of Goods* does not apply.

12.3. Trade Compliance. Customer 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 (collectively, "**Applicable Trade Laws**"). Offerings may not be used, sold, leased, exported, imported, re-exported, or transferred except in compliance with the Applicable Trade Laws. Customer represents and warrants that it is not the subject or target of, or located in a country or territory that is the subject or target of economic sanctions under the Applicable Trade Laws. Customer will defend and indemnify Supplier and Supplier Affiliates against any third party claim resulting from a breach of any of the foregoing. Trade Compliance requirements available at www.dell.com/tradecompliance contain further information and requirements on compliance with Applicable Trade Laws and then-current restrictions Customer must adhere to.

12.4. Customer Responsibility. Customer agrees that it will obtain all necessary rights, permissions and consents associated with: (a) technology or data (including personal data) that Customer and its Affiliates provide to Supplier or its Affiliates; and (b) non-Supplier software or other components that Customer and its Affiliates direct or request that Supplier or its Affiliates use with, install or integrate as part of the Supplier Offerings. Customer will defend and indemnify Supplier and its Affiliates against any third party claim resulting from a breach of the foregoing or from Customer's infringement or misappropriation of intellectual property rights of Supplier, its Affiliates or third parties.

12.5. Entire Agreement. These Terms of Sale, including its Schedules, any Offering Specific Terms incorporated by reference and each Order, comprise the complete statement of the agreement of the Parties regarding the subject matter thereof. These Terms of Sale may be amended only by written agreement. Terms on any Order or any term or condition on a Customer form have no legal effect and do not modify or supplement these Terms of Sale.

12.6. Force Majeure. Neither Party will be liable for performance delays nor for non-performance caused by Force Majeure, except for payment obligations. If such delay or failure lasts longer than 30 days, either Party may immediately terminate without liability to the other for such termination, in whole or in part, the relevant Order by giving written notice to the other Party. "**Force Majeure**" refers to circumstances beyond a Party's reasonable control including, without limitation, act of God, war, riot, civil commotion, terrorist acts, malicious damage, governmental or regulatory actions, accident, breakdown of plant or machinery, local or national emergency, explosions, fire, natural disasters, severe weather or other catastrophes, epidemics/pandemics, general import/export/customs process problems affecting supplies to Supplier or to Customer, shortages in materials, failure of a utility service or transport network, embargo, strike, lock out or other industrial dispute (whether involving Supplier's workforce or any other party), or any act or omission of suppliers or subcontractors due to any of the preceding events.

12.7. Assignment. Neither Party may assign, transfer or novate any rights or obligations under an Order or these Terms of Sale without the other Party's prior written consent, which consent must not be unreasonably withheld. Notwithstanding the foregoing: (a) Supplier may use Affiliates or other qualified subcontractors to perform its obligations hereunder, provided that the relevant Party to the Order remains responsible for the performance; and (b) Supplier may assign rights to payments arising under any Order without consent of the Customer.

12.8. Waiver; Severability. Failure to enforce a provision of these Terms of Sale will not constitute a waiver of that or any other provision of these Terms of Sale. If any part of these Terms of Sale is held unenforceable, the validity of the remaining provisions will not be affected.

12.9.Notices. All notices must be in writing transmitted to the addresses identified by such Party on the Quote or Order, respectively, either by: (a) internationally recognized overnight delivery courier with verification of receipt; or (b) email with confirmed receipt. All such notices will be effective upon receipt.

12.10. Independent Contractors. The Parties are independent contractors for all purposes under these Terms of Sale. These Terms of Sale do not create any agency, partnership or joint venture.

12.11. Third Party Rights. There are no third-party beneficiaries to these Terms of Sale or any Order under any laws.