DELL Technologies

Reseller Terms of Sale (Netherlands)

These Reseller Terms of Sale, including all applicable terms referenced herein, (collectively, this "**Agreement**") applies to the purchase from **Dell BV**, a company registered in Amsterdam with company number 33226753 and whose registered office is at Transformatorweg 38-72, 1014 AK, Amsterdam VAT registration number NL 009120774B01 and its Affiliates (collectively, "**Dell**" or "**Supplier**") for the resale of Dell Offerings to End Users in the Netherlands (see definition of "**Territory**" below). This Agreement is not applicable to the purchases of Dell Offerings 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**" or the "**DTPP**"), which also includes the Dell Technologies Partner Code of Conduct, which supplement this Agreement and are available via the Dell Technologies Partner Portal (the "**Partner Portal**").

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
Insurance Products Schedule

By placing Orders, Partner ("**You**" or "**you**") 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) This Agreement is supplemented by the OEM Schedule to Dell Reseller Agreement at www.dell.com/en-us/lp/legal/oem-schedule-rts for Partner purchases for resale to an Original Equipment Manufacturer customer ("OEM" or "OEM Customer"). This Agreement does not apply to the purchase of Products and Services for internal end-use.
(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; or (b) to any consumers, resellers, distributors, or third-party sales agents. 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.

Partner understands that Dell configures and quotes Offerings under this Agreement for resale to the End User. Without prejudice to Partner's trade compliance related obligations, nothing herein shall prohibit Partner established within the European Union ("**EU**") or European Economic Area ("**EEA**") from reselling Offerings to other End Users located in countries that are member states of the EU or the EEA.

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 "**Customer Content**" means data (including but not limited to all text, sound, video, and image files), software (including machine images), and other information Customer or End Users store, use or make available to Dell through use of a Subscription, Customer Content does not include System Data relating to Customer's or End Users' use of the Subscription.

2.3 "**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.

2.4 "**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.

2.5 "**Documentation**" means Dell's then current, generally available user manuals and online help for Products.

2.6 **"End User**" (or "**Customer**") means any entity, within the Territory, purchasing the Offerings from Dell or a Partner for its own internal end-use or business purposes and not for resale, distribution, remarketing, sub-licensing, to others. In the context of Subscriptions, End User can also mean Customer's customers, CSPs or other third parties to whom Customer may provide a service or is purchasing from Partner for its own internal business purpose and not for resale.

2.7 "**End User Agreement**" means the agreement executed between a Reseller and the End User which will include terms in accordance with the applicable sections, 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).

2.8 **"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.

2.9 "**MWD Product**" or "**Missing, Wrong, or Damaged Product**" shall mean Product purchased by Partner from Dell and Delivered pursuant to the terms of this Agreement that (a) Product the Reseller Partner or End-User fails to receive, in the case where Dell has shipped the Product directly to the Reseller or End-

User as per the applicable Order; (b) when Product Delivered is materially different from the Product Ordered by Reseller from Dell; (d) arrives at Partner's location either damaged, inoperable or non-functioning, in the case where Dell has shipped the Product to Partner; (e) or in the case Product Delivered is either damaged, inoperable or non-functioning where Dell has shipped the Product to the Reseller or End-User as per the applicable Order.

2.10 Offerings.

"**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**"). 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.

"Subscriptions" are Dell's "as a Service" subscription offerings and certain other branded offerings used on a flexible consumption basis as measured by the description and metrics identified on the Order and its related Schedule(s).

"**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. Third party Products are not embedded components of the APEX Services or Subscription Services.

Products, Services, and Third Party Products (if applicable) may be collectively referred to herein as "**Offerings**."

Dell has the right to discontinue Offerings at any time without notice.

2.11 "**Reseller**" means an entity authorized to purchase Offerings from Dell or a Dell authorized Distributor for resale to End Users. Reseller includes a Solution Provider or Cloud Service Provider (collectively, "**CSP**") in good standing in the DTPP.

2.12 "**Service Level Agreement**" or "**Service Level Objective**" means the then-current version of Dell's performance commitments for a Subscription, Service or related Service. If applicable, these will be provided in the Service Offering Description.

2.13 **"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.

2.14 **"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 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 **Third Party Products.** Third Party Products offered hereunder are subject to the standard terms, license, services, warranty, indemnity and support terms of the third-party manufacturer/supplier (or applicable direct agreement between End User and such manufacturer/supplier). Reseller agrees to such terms and that Dell is not responsible for fulfillment of any Third Party Product warranty or for problems attributable to the use of Third Party Products. Any warranty, damages or indemnity claims against Dell in relation to Third Party Products are excluded, and Dell makes no express warranties, and disclaims all implied warranties, including merchantability, fitness for a particular purpose, title and non-infringement as well as any warranty arising by statute, operation of law, course of dealing or performance or usage of trade even if support and licensing fees are invoiced through Dell. The licensing terms for some Third Party Products can be found at **http://www.dell.com/offeringspecificterms**.

3.5 **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 7 days of the delivery date if any part of the Order is missing, wrong or damaged or "**MWD**". Unless otherwise agreed in writing by the Parties, where Dell has been notified of such non-conformity, Dell will deliver replacements to the original delivery location stated in the Order and if applicable, make arrangements to exchange the affected Products. Partner shall make arrangements as may be necessary to assist Dell with the collection of the non-conforming Product. At its sole discretion, Dell shall be entitled to charge Partner for any non-conforming Products not returned to Dell in a reasonable period of time. Partner shall not cancel any orders accepted by Dell. 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. If Partner refuses to accept Product Delivery, subject to local law, Dell reserves the right to consider Products as delivered after the first Delivery attempt and to issue the respective invoice to Partner, inclusive of any incurred expenses by Dell including, but not limited to, warehousing, storage, etc. If after 30 consecutive days from the first failed Delivery attempt, due to Partner refusal, Partner still has not accepted the Product Delivery, Dell reserves the right to dispose of the Products solely at its discretion.

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 and Subscriptions.** Partner shall comply with Dell's guidelines and training materials, including all applicable Service Offering Description, Offering Specific Terms, or Service Specification for such Offerings for the period agreed in the Order, with regards to the Services. The activation process and the duration of Subscriptions Orders are described in the Service Specification. Partner shall ensure that this is accurately reflected in the End User Agreement.

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 and Subscriptions Flow-down Terms.** Partner shall notify End User in Partner's End User Agreement that the provision and performance of Services and Subscriptions 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 and Subscriptions in any geography in which Partner or an End User receive the benefit of the Service and Subscriptions.

6.4 **Partner Notification.** Partner shall notify End User by means of the End User Agreement that the provision and performance of Services and Subscriptions 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 and Subscriptions Flow-down Terms directly to the End User and Dell is not required to provide or perform any Services and Subscriptions 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-Users that Dell collects and uses System Data relating to the performance or use of Products, Services, and Service Software as described in subsection (a) of this System Data section. Partner shall provide Dell the rights for System Data as set forth in subsections (a) and (b) of this System Data section in its End User agreements. Partner must include the Telemetry Data Provision located in the Offering Specific Terms in the respective End-User agreements for the purchase of Products or Services.

7. Invoicing; Payment Terms and Taxes.

7.1 **Invoicing.** Dell shall invoice in the currency agreed in the Order. 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 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 Partner access to benefits is dependent upon compliance with the Partner Program terms and conditions available at the Partner Portal. Failure to meet or comply with Partner Program requirements may result in forfeiture of the access to such benefits or removal from the Partner Program. Dell reserves the right to invoice the Partner for any differences in pricing between the originally invoiced price and the standard list price for the Products, or the benefit unduly received.

7.3 **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 Dell shall be entitled to charge interest on overdue amounts at a rate of 3% per annum above European Central Bank base rate per month (before and after judgement) 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.

7.4 **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.

Dell warrants that the Equipment (1) shall be free and clear of all liens and encumbrances and (2) will comply with all mandatory codes, standards, specifications and laws and regulations in the Territory to which Dell delivers the Equipment. Dell shall provide a limited End User Warranty on all Dell-branded Equipment. Partner agrees to fulfil all legal obligations of a seller in the country of resale of the Equipment to business and/or consumer End Users, including fulfilling the statutory rights of consumer End Users or ensuring the fulfilment of such rights by its End User, where relevant. Dell disclaims all other warranties or terms, express or implied, including without limitation, implied conditions of satisfactory quality, fitness for a particular purpose and non-infringement, to the extent permitted by law.

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.

8.7 **Subscription Warranty.** Dell warrants that the Subscription will be provided in material conformance with the Service Specification. If the Subscription does not comply with this warranty, Dell's entire liability and Partner's (and End Customer's) sole and exclusive remedies are as follows: (a) Dell will make reasonable efforts to correct the non-conformance as provided in any applicable Service Level Agreement or Service Level Objective included in the Service Specification, or if none is provided, within a reasonable period of time; and (b) if Dell is unable to correct the non-conformance for reasons for which Dell is responsible, then Dell may terminate the Subscription and refund any pre-paid fees for the Subscription that will not be provided as a result of the termination. Partner must promptly notify Dell in writing of any non-conformance claims covered by this warranty.

9. Indemnity.

9.1 **Dell Intellectual Property Indemnity.** Dell will: (a) defend Partner against any third party claim that Offerings (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**" or "**Dell Indemnified 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 Offering 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 Offering; (b) modify the affected Offering to make them non-infringing; (c) replace the affected Offering with non-infringing substitutes; (d) provide a reasonable depreciated or pro rata refund for the affected Product; or (e) discontinue the Support Services or Subscriptions and refund the portion of any prepaid Support Service fees or Subscription fees that correspond to the period of Support Services or Subscriptions discontinuance. Except as otherwise provided by applicable law, this Dell Indemnity section states Partner's exclusive remedies for any third party intellectual property claim relating to Offerings, 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 **Mutual Indemnity.** Except to the extent that a claim arises from Partner's non-compliance with the restriction on High-Risk Activities, each party will defend and indemnify the other party against any third party claim or action for personal bodily injury, including death, to the extent directly caused by the indemnifying party's gross negligence or willful misconduct in the course of performing its obligations under the Agreement.

9.5 **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.

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) 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 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.**

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, or 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.

Dell takes responsibility for compliance with the Waste Electrical and Electronic Equipment Directive 2002/96/EC amended by Directive 2012/19/EU ("**WEEE Directive**") together with the Directive 2006/66/EC on batteries and accumulators, amended by Directive 2008/12/EC and Directive 2008/103/EC ("**Battery Directive**") and the Directive 94/62/EC on Packaging and Packaging Waste, as amended by Directive 2004/12/EC ("**Packaging Directive**") as amended or superseded from time to time, where Dell ships Products to a Partner in a Dell direct sales country and where the directive applies, including: reporting of equipment placed on the market, display of visible fees and payment of fees to the appropriate authority where required and take back of Supplier branded Products at Dell provided collection facilities in accordance with WEEE and Battery Directives as transposed in national legislation. Where Dell delivers Products to the Partner or its representative in circumstances where the Partner will import Products into a country in which these directives apply or otherwise onward ship Products to another country, the Partner will take responsibility for compliance with the WEEE, Battery and Packaging Directives where applicable, including the activities listed, as well as for any applicable legislation, code of conduct or principles in that applicable country.

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 Ireland and venue/jurisdiction is the Republic of Ireland, 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 (collectively, "**Applicable Trade Laws**"). 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. The Dell 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. 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. 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 **English Language.** The parties agree that the contracting language is in English only. Any other documents incorporated by reference herein (including all notices, links to posted terms, Offering Specific Terms, Service Descriptions, or SOWs) will be in English only unless an applicable or valid version is made available in a local language.

14.6 **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, 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 or 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.

14.7 **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.

14.8 **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.

14.9 **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.

14.10 **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, 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 sets 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; and (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.

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.

Annex 1
Information Security Measures

Dell takes information security seriously. This information security overview applies to Dell's corporate controls for safeguarding personal data which is processed and transferred amongst Dell group companies. Dell's information security program enables the workforce to understand their responsibilities. Some customer solutions may have alternate safeguards outlined in the statement of work as agreed with each customer.

Security Practices

Dell has implemented corporate information security practices and standards that are designed to safeguard the Dell's corporate environment and to address: (1) information security; (2) system and asset management; (3) development; and (4) governance. These practices and standards are approved by the Dell CIO and undergo a formal review on an annual basis.

Organizational Security

It is the responsibility of the individuals across the organization to comply with these practices and standards. To facilitate the corporate adherence to these practices and standards, the function of information security provides:

1. Strategy and compliance with policies/standards and regulations, awareness and education, risk assessments and management, contract security requirements management, application and infrastructure consulting, assurance testing and drives the security direction of the company.
2. Security testing, design and implementation of security solutions to enable security controls adoption across the environment.
3. Security operations of implemented security solutions, the environment and assets, and manage incident response.
4. Forensic investigations with security operations, legal, data protection and human resources for investigations including eDiscovery and eForensics.

Asset Classification and Control

Dell's practice is to track and manage physical and logical assets. Examples of the assets that Dell IT might track include:

- Information Assets, such as identified databases, disaster recovery plans, business continuity plans, data classification, archived information.
- Software Assets, such as identified applications and system software.
- Physical Assets, such as identified servers, desktops/laptops, backup/archival tapes, printers and communications equipment.

The assets are classified based on business criticality to determine confidentiality requirements. Industry guidance for handling personal data provides the framework for technical, organizational and physical safeguards. These may include controls such as access management, encryption, logging and monitoring, and data destruction.

Personnel Security

As part of the employment process, employees undergo a screening process applicable per regional law. Dell's annual compliance training includes a requirement for employees to complete an online course and pass an assessment covering information security and data privacy. The security awareness program may also provide materials specific to certain job functions.

Physical and Environmental Security

Dell uses a number of technological and operational approaches in its physical security program in regards to risk mitigation. The security team works closely with each site to determine appropriate measures are in place and continually monitor any changes to the physical infrastructure, business, and known threats. It also monitors best practice measures used by others in the industry and carefully selects approaches that meet both uniqueness's in business practice and expectations of Dell as a whole. Dell balances its approach towards security by considering elements of control that include architecture, operations, and systems.

Communications and Operations Management

The IT organization manages changes to the corporate infrastructure, systems and applications through a centralized change management program, which may include, testing, business impact analysis and management approval, where appropriate.

Incident response procedures exist for security and data protection incidents, which may include incident analysis, containment, response, remediation, reporting and the return to normal operations.

To protect against malicious use of assets and malicious software, additional controls may be implemented, based on risk. Such controls may include, but are not limited to, information security practices and standards; restricted access; designated development and test environments; virus detection on servers, desktops and notebooks; virus email attachment scanning; system compliance scans; intrusion prevention monitoring and response; logging and alerting on key events; information handling procedures based on data type, e-commerce application and network security; and system and application vulnerability scanning.

Access Controls

Access to corporate systems is restricted, based on procedures to ensure appropriate approvals. To reduce the risk of misuse, intentional or otherwise,

access is provided based on segregation of duties and least privileges.
Remote access and wireless computing capabilities are restricted and require that both user and system safeguards are in place.
Specific event logs from key devices and systems are centrally collected and reported on an exceptions basis to enable incident response and forensic investigations.

System Development and Maintenance

Publicly released third party vulnerabilities are reviewed for applicability in the Dell environment. Based on risk to Dell's business and customers, there are pre-determined timeframes for remediation. In addition, vulnerability scanning and assessments are performed on new and key applications and the infrastructure based on risk. Code reviews and scanners are used in the development environment prior to production to proactively detect coding vulnerabilities based on risk. These processes enable proactive identification of vulnerabilities as well as compliance.

Compliance

The information security, legal, privacy and compliance departments work to identify regional laws and regulations applicable to Dell corporate. These requirements cover areas such as intellectual property of the company and our customers, software licenses, protection of employee and customer personal information, data protection and data handling procedures, trans-border data transmission, financial and operational procedures, regulatory export controls around technology, and forensic requirements.
Mechanisms such as the information security program, the executive privacy council, internal and external audits/assessments, internal and external legal counsel consultation, internal controls assessment, internal penetration testing and vulnerability assessments, contract management, security awareness, security consulting, policy exception reviews and risk management combine to drive compliance with these requirements.

Annex 2
Data Processing Description

1. **Subject matter and duration of the Processing.**

The subject matter and duration of the Processing shall be according to the Agreement.

2. **Purpose of Processing.**

Personal Data will be Processed for the purpose of performing obligations under the Agreement.

3. **Nature of Processing.**

Personal Data will be Processed as required to meet the Parties' obligations under the Agreement.

4. **Categories of Data Subjects.**

The data subjects are Parties' end users, employees, contractors, suppliers and other third parties relevant to the relationship of the Parties under the Agreement.

5. **Types of Personal Data.**

The type of personal data that may be submitted are:

- Contact details: which may include name, address, email address, telephone, and other contact information.
- End customer details: which may include contact details, invoicing and credit related data.
- IT systems and operational information: which may include personal identifiers, voice, video and data recordings, user ID and password details, computer name, email address, domain name, user names, passwords, IP address, permission data (according to job roles), account and delegate information for communication services, individual mailboxes and directories, chat communication data, software and hardware inventory, tracking information regarding patterns of software and internet usage (e.g., cookies), and information recorded for operational and/or training purposes).
- Data subjects' email content and traffic/transmission data; online interactive and voice communications (such as blogs, chat, webcam and networking sessions); support services (incidental access may include accessing the content of email communications and data relating to the sending, routing and delivery of emails).
- Other: Any other Personal Data submitted by one Party to the other.

Insurance Products Schedule

Additional terms applicable between Partner and Dell, specific to Insurance Products:

1.1 Appointment as Agent: "**Insurance Product**" means Dell-branded insurance-based products, including 'Accidental Damage' and 'Theft Protection', which will be tied to specific Equipment and as further detailed in an Insurance Product Services Description. Dell hereby appoints Partner as its billing agent in respect of the Territory to promote the sale of the Dell-branded insurance-based products by the Insurer. Dell also appoints its customers as sub-agents for the sale of the Insurance Products by the Insurer to End Users with effect from the Effective Date or such other date that the Insurance Products are made available to Partner by Dell in the Territory. Partner agrees to such appointment and to act in that capacity.

1.2 Partner acknowledges its appointment by Dell in its role as an agent of **AIG EUROPE LIMITED**, registered number 01486260, registered address The AIG Building, 58 Fenchurch Street, London, EC3M 4AB United Kingdom (**"AIG"** or the "**Insurer**") to act as a sub-agent of the Insurer to conduct sales of the Insurance Products strictly in accordance with the terms set out in this Schedule.

1.3 Binding Authority: Dell confirms that it has been granted authority by the Insurer to bind the Insurer to an insurance policy with an eligible End User. Dell hereby delegates this binding authority to Partner, but Partner shall have no authority, express or implied: a) to bind the Insurer to any Insurance Product whose terms or conditions are not strictly the same as those agreed between Dell and the Insurer; or b) to agree or purport to agree to amend, vary or waive the eligibility requirements for an Insurance Product, the scope of Insurance cover, the exclusions, or any other term or condition of such insurance; or c) to represent to an End User or to a potential customer the terms and conditions of an Insurance Product differ from those agreed between Dell and the Insurer; or d) to describe the cover and benefits provided by an Insurance Product differently from those agreed between Dell and the Insurer; or e) to delegate such binding authority to any other party.

1.4 Sales and Marketing materials: All sales and/or marketing materials shall include a notice stating that the Insurance Product is underwritten by the Insurer and the End User shall be entering into a direct contractual relationship with the Insurer should they decide to purchase the Insurance Product.

a) Prior to any sales and/or marketing materials promoting or describing the Insurance Product being printed they shall be approved by the Insurer.

b) The Insurance Product is only available for Dell-branded Hardware which have a valid, tied, Dell Hardware Support Service in place.

1.5 Revocation of Partner's capacity: Dell may, further to a request of the Insurer acting in its sole discretion, revoke or suspend the binding authority granted in section 1.3 above. Dell shall implement such revocation or suspension forthwith.

1.6 The Gross Premium (including local relevant insurance premium tax) for each Insurance Product will be shown in each End User's insurance policy documentation. The sell-out price of the Insurance Products by Partner is subject to a maximum of 5% (or such other percentage as Dell and the Insurer may determine from time to time) over and above the price showing on Dell's invoice to Partner in relation to the Insurance Product ("the maximum sell out price"). The maximum sell-out price shall not be varied or adjusted by either party, without the consent of the Insurer and specifically:

a) Partner is free to sell at a lower at no additional charge but shall not charge more than the maximum sell-out price. The reason for this is to reflect the gross premium and related taxes to be accounted for by the Insurer and appearing in the End User's insurance documentation. The gross premium shall not be deemed to be varied by any commission, discount or any adjustment to the aggregate price payable by Partner to Dell for the combined package of Dell Hardware and the Insurance Product.

b) Partner is, however, authorized to adjust the aggregate amount payable by its End User(s) for the package of the Dell Hardware and the Insurance Product, provided that Partner shall always disclose the gross insurance premium (inclusive of taxes) to each insured End User regardless of how such premium is funded and if a Partner shall procure that its reseller does so.

c) Notwithstanding the above, the accounting arrangements shall remain the same as per the Agreement between Dell and Partner.

1.7 Compliance. If the prevailing insurance regulations or their interpretation are modified such that Dell or the Partner require any authorization in connection with the sale of any Insurance Policy, then:

a) The parties shall secure all necessary consents and licenses to discharge their respective obligations under this Schedule pending the acquisition of such consents and licenses the Insurer or Dell may suspend the Partner's authority to act as a sub agent of the Insurer; or

b) The parties shall execute such amendments to these terms or take such other actions proposed by the Insurer in order to comply with the prevailing regulations.

c) The parties agree to ensure that all staff are appropriately trained and competent to perform the duties and functions in which they engage in respect of the Insurance Product including, but not limited to, training to provide the highest standards of service on the telephone and in written communication.

d) The parties agree to notify all other parties to the Schedule and the Insurer of any potential breach of their regulatory obligations with immediate effect so as to ensure appropriate remediate action can be applied to mitigate such potential breach and related risks.

e) Insofar as they are relevant to their obligations under this Schedule and the sale of the Insurance Product hereunder, the parties agree to adhere to the prevailing insurance regulations and principles specified by the relevant insurance regulators from time to time. In particular they will ensure that they pay due regard to the interests of the Partner's End Users and treat them fairly.

f) Any failure to comply with the provisions of this section 1.7 shall constitute a material breach of this Schedule that is not capable of remedy and shall entitle and may cause Dell to terminate this Insurance Schedule and the Agreement in accordance with its terms.