



Country Specific Addendum Terms and Conditions applicable to APJ Countries

If the OTS is governing OEM's procurement of Products and Services for an OEM project in any country located in Asia, countries in the Pacific, China and Japan (APJ) and involving any of the Supplier entities identified in the General Terms, this Schedule shall apply, changing or complementing the General Terms of the OTS, according to the terms set forth herein.

GENERAL:

1. Should Dell and EMC jointly submit a Quote to OEM, it is hereby established that such Quote shall expressly define the Dell Scope and the EMC Scope in exact terms, for payment purposes and for assigning responsibilities, obligations and contractual rights, each one covering their specific and respective scopes. In this sense, each contractor, either Dell or EMC, shall be responsible for fulfilling the respective obligations with regard to the provision of their respective Products and Services covered by the General Terms and this Country Specific Addendum and the applicable Quote.
2. Returns. OEM agrees that Supplier's return and exchange policy is not available for OEM, OEM representatives, and/or End-Users. OEM agrees to inform End-Users that Supplier's return policy is not available on Standard Products sold by OEM.
3. U.S. Government Data Rights clause (3 I.) of the Product Schedule 1 to the OTS shall be intentionally removed and excluded.

AUSTRALIA:

1. The Recordkeeping/Document Delivery clause (2 C.) of the General Terms of the OTS shall be replaced in its entirety for Offerings sold in **Australia** by:

“Recordkeeping/Document Delivery. OEM will maintain legible, accurate and complete books and records relating to the Agreement or the sale, licensing, delivery, or end-use of Standard Products OEM Products and Services for a period of 6 years from the date of creation (including, but not limited to complete distribution records by End User and by Standard Product serial number). At the end of the retention period, OEM must dispose of all records appropriately. At Supplier's request, OEM must cooperate and assist Supplier with any audit, review, or investigation ("**Audit**") that relates to (i) the Agreement or OEM's compliance with law; (ii) OEM sale, distribution, licensing, or delivery of Standard Products and Services, whether sourced from Supplier or a third-party; (iii) any amounts payable by Supplier; or (iv) any amounts due to Supplier. In connection with an Audit, you will deliver all records, information, and documents reasonably requested by Supplier. Supplier has the right to conduct onsite Audits, and you will grant Supplier and its employees and representatives reasonable access to information, records, personnel, and customers (including End-User Agreements and other agreements to verify your compliance with the Agreement), and provide entry and access to your 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 Supplier is a material breach of this Agreement. Supplier will pay the costs of an Audit except where a discrepancy of five (5) percent or more is discovered in the information disclosed by you, in which case you agree to be responsible for all reasonable costs.”

2. The Cancellation, Returns and Acceptance clause (3 C.) of the General Terms of the OTS shall be replaced in its entirety for Offerings sold in **Australia** by:

“Cancellation, Returns and Acceptance. OEM may only change or cancel an order for Product(s) up until the time Supplier begins manufacturing the Products, except third party product, EOL Products (are those going EOL within 90 days), or Unique Parts which may not be changed or cancelled unless approved. Supplier is not responsible for pricing, typographical, or other errors in any offer and may cancel Orders affected by such errors. All Equipment and Software are deemed accepted by OEM upon Delivery. OEM agrees and understands that Supplier return policy is not available to OEM. Even though OEM accepts Products as stated in the prior sentence, OEM retains all rights and remedies set forth in the applicable Product warranty. OEM shall notify Supplier within 10 days of the invoice date if OEM believes any Standard Product included in its Order is missing, wrong, or damaged (the notification date for missing, wrong or damaged products may be amended by the Country Specific Terms/Addendum of these General Terms or in a Product Schedule).”



3. The Equipment and Software Media Warranty Remedies clause (3 A.(3.)) of the Product Schedule 1 of the OTS shall be replaced in its entirety for Offerings sold in **Australia** by:

“Equipment and Software Media Warranty Remedies. If OEM notifies Supplier of a warranty claim during the applicable warranty period, then Supplier will, at its option, either remedy the non-compliance or replace the affected Equipment with new or refurbished parts at Supplier’s discretion or applicable Software or Independent Software media. If Supplier is unable to repair or replace the affected Equipment or media within a reasonable time, then OEM will return the Equipment or media to Supplier, and Supplier will give OEM a refund of the amount OEM paid for the affected Equipment or media as depreciated on a straight line basis over a five year period. OEM must return to Supplier the applicable defective Equipment or media, or portions of those items, and those items become Supplier’s property. If OEM receives a replacement but does not return the defective item to Supplier, then OEM must pay Supplier’s then-current spare parts price for the replacement item. To the maximum extent permitted by applicable local laws, this section states Supplier’s entire liability and OEM’s exclusive remedies under warranties for the Equipment and Software and Independent Software media described in section 4A and its sub-parts.”

4. The Warranty Remedies clause (7 E.) of the General Terms of the OTS shall be replaced in its entirety for Offerings sold in **Australia** by:

“**Warranty Remedies.** To the maximum extent permitted by applicable local laws, supplier’s sole obligations is, at its option, to repair or replace Standard Products that do not conform to the warranty, using new or refurbished parts or Products, or to provide a reasonable depreciated refund to OEM. Supplier assumes no obligation to repair Third Party Products.”

CHINA:

1. The Warranty Remedies clause (10 A.) of the General Terms of the OTS shall be replaced in its entirety for Offerings sold in **China** by:

“**Limitation on Direct Damages. SUPPLIER’S TOTAL LIABILITY FOR DISPUTES IS LIMITED TO THE AGGREGATE CONTRACT AMOUNT SUPPLIER RECEIVED UNDER THIS AGREEMENT DURING THE TWELVE MONTHS BEFORE THE DATE THAT THE DISPUTE AROSE FOR THE SPECIFIC PRODUCTS, SERVICES, OR BOTH THAT ARE THE SUBJECT OF THE DISPUTE, BUT EXCLUDING 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 Supplier’s liability.**”

INDIA:

1. The Recordkeeping/Document Delivery clause (2 C.) of the General Terms of the OTS shall be replaced in its entirety for Offerings sold in **India** by:

“**Recordkeeping/Document Delivery.** OEM will maintain legible, accurate and complete books and records relating to the Agreement or the sale, licensing, delivery, or end-use of Standard Products OEM Products and Services for a period of 8 years from the date of creation (including, but not limited to complete distribution records by End User and by Standard Product serial number). At the end of the retention period, OEM must dispose of all records appropriately. At Supplier’s request, OEM must cooperate and assist Supplier with any audit, review, or investigation (“**Audit**”) that relates to (i) the Agreement or OEM’s compliance with law; (ii) OEM sale, distribution, licensing, or delivery of Standard Products and Services, whether sourced from Supplier or a third-party; (iii) any amounts payable by Supplier; or (iv) any amounts due to Supplier. In connection with an Audit, you will deliver all records, information, and documents reasonably requested by Supplier. Supplier has the right to conduct onsite Audits, and you will grant Supplier and its employees and representatives reasonable access to information, records, personnel, and customers (including End-User Agreements and other agreements to verify your compliance with the Agreement) and provide entry and access to your 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 Supplier is a material breach of this Agreement. Supplier will pay the costs of an Audit except where a discrepancy of five (5) percent or more is discovered in the information disclosed by you, in which case you agree to be responsible for all reasonable costs.”



2. The Cancellation, Returns and Acceptance clause (3 C.) of the General Terms of the OTS shall be replaced in its entirety for Offerings sold in **India** by:

“Cancellation, Returns and Acceptance. OEM may only change or cancel an order for Product(s) up until the time Supplier begins manufacturing the Products, except third party product, EOL Products (are those going EOL within 90 days), or Unique Parts which may not be changed or cancelled unless approved. Supplier is not responsible for pricing, typographical, or other errors in any offer and may cancel Orders affected by such errors. All Equipment and Software are deemed accepted by OEM upon Delivery. OEM agrees and understands that Supplier return policy is not available to OEM. Even though OEM accepts Products as stated in the prior sentence, OEM retains all rights and remedies set forth in the applicable Product warranty. OEM shall notify Supplier within 7 days of the invoice date if OEM believes any Standard Product included in its Order is missing, wrong, or damaged (the notification date for missing, wrong or damaged products may be amended by the Country Specific Terms/Addendum of these General Terms or in a Product Schedule).”

JAPAN:

1. The definition of Delivery as contained in clause (1 B.) of the General Terms of the OTS shall be replaced in its entirety for Offerings sold in **Japan** by:

“Delivery” for Equipment occurs when Supplier provides the Equipment to Customer's site or nominated address. **“Delivery”** for Software and Independent Software occurs either when Supplier provides physical media to a Supplier-designated carrier at Supplier's designated point of shipment, or the date Supplier notifies OEM, or it's End-User that Software or Independent Software is available for electronic download.”

2. The Recordkeeping/Document Delivery clause (2 C.) of the General Terms of the OTS shall be replaced in its entirety for Offerings sold in **Japan** by:

“Recordkeeping/Document Delivery. OEM will maintain legible, accurate and complete books and records relating to the Agreement or the sale, licensing, delivery, or end-use of Standard Products OEM Products and Services for a period as required by applicable law, from the date of creation (including, but not limited to complete distribution records by End User and by Standard Product serial number). At the end of the retention period, OEM must dispose of all records appropriately. At Supplier's request, OEM must cooperate and assist Supplier with any audit, review, or investigation (**“Audit”**) that relates to (i) the Agreement or OEM's compliance with law; (ii) OEM sale, distribution, licensing, or delivery of Standard Products and Services, whether sourced from Supplier or a third-party; (iii) any amounts payable by Supplier; or (iv) any amounts due to Supplier. In connection with an Audit, you will deliver all records, information, and documents reasonably requested by Supplier. Supplier has the right to conduct onsite Audits, and you will grant Supplier and its employees and representatives reasonable access to information, records, personnel, and customers (including End-User Agreements and other agreements to verify your compliance with the Agreement) and provide entry and access to your 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 Supplier is a material breach of this Agreement. Supplier will pay the costs of an Audit except where a discrepancy of five (5) percent or more is discovered in the information disclosed by you, in which case you agree to be responsible for all reasonable costs.”

3. The Cancellation, Returns and Acceptance clause (3 C.) of the General Terms of the OTS shall be replaced in its entirety for Offerings sold in **Japan** by:

“Cancellation, Returns and Acceptance. OEM may only change or cancel an order for Product(s) up until the time Supplier begins manufacturing the Products, except third party product, EOL Products (are those going EOL within 90 days), or Unique Parts which may not be changed or cancelled unless approved. Supplier is not responsible for pricing, typographical, or other errors in any offer and may cancel Orders affected by such errors. All Equipment and Software are deemed accepted by OEM upon Delivery. OEM agrees and understands that Supplier return policy is not available to OEM. Even though OEM accepts Products as stated in the prior sentence, OEM retains all rights and remedies set forth in the applicable Product warranty. OEM shall notify Supplier within 30 days from the date of Delivery if OEM believes any Standard Product included in its Order is missing, wrong, or damaged (the notification date for missing, wrong or damaged products may be amended by the Country Specific Terms/Addendum of these General Terms or in a Product Schedule).”



4. The Security Interest clause (3 F) of the General Terms of the OTS shall be intentionally excluded and shall not apply to Offerings sold in **Japan**.

KOREA:

1. The Recordkeeping/Document Delivery clause (2 C.) of the General Terms of the OTS shall be replaced in its entirety for Offerings sold in **Korea** by:

“Recordkeeping/Document Delivery. OEM will maintain legible, accurate and complete books and records relating to the Agreement or the sale, licensing, delivery, or end-use of Standard Products OEM Products and Services for a period of 6 years from the date of creation (including, but not limited to complete distribution records by End User and by Standard Product serial number). At the end of the retention period, OEM must dispose of all records appropriately. At Supplier's request, OEM must cooperate and assist Supplier with any audit, review, or investigation ("**Audit**") that relates to (i) the Agreement or OEM's compliance with law; (ii) OEM sale, distribution, licensing, or delivery of Standard Products and Services, whether sourced from Supplier or a third-party; (iii) any amounts payable by Supplier; or (iv) any amounts due to Supplier. In connection with an Audit, you will deliver all records, information, and documents reasonably requested by Supplier. Supplier has the right to conduct onsite Audits, and you will grant Supplier and its employees and representatives reasonable access to information, records, personnel, and customers (including End-User Agreements and other agreements to verify your compliance with the Agreement) and provide entry and access to your 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 Supplier is a material breach of this Agreement. Supplier will pay the costs of an Audit except where a discrepancy of five (5) percent or more is discovered in the information disclosed by you, in which case you agree to be responsible for all reasonable costs.”

2. The Cancellation, Returns and Acceptance clause (3 C.) of the General Terms of the OTS shall be replaced in its entirety for Offerings sold in **Korea** by:

“Cancellation, Returns and Acceptance. OEM may only change or cancel an order for Product(s) up until the time Supplier begins manufacturing the Products, except third party product, EOL Products (are those going EOL within 90 days), or Unique Parts which may not be changed or cancelled unless approved. Supplier is not responsible for pricing, typographical, or other errors in any offer and may cancel Orders affected by such errors. All Equipment and Software are deemed accepted by OEM upon Delivery. OEM agrees and understands that Supplier return policy is not available to OEM. Even though OEM accepts Products as stated in the prior sentence, OEM retains all rights and remedies set forth in the applicable Product warranty. OEM shall notify Supplier within 3/5 days of the invoice date if OEM believes any Standard Product included in its Order is missing, wrong, or damaged (the notification date for missing, wrong or damaged products may be amended by the Country Specific Terms/Addendum of these General Terms or in a Product Schedule).”

3. The Security Interest clause (3 F) of the General Terms of the OTS shall be intentionally excluded and shall not apply to Offerings sold in **Korea**.

4. The No Indirect Damages clause (10 B.) of the General Terms of the OTS shall be replaced in its entirety for Offerings sold in **Korea** by:

“No Indirect Damages. Except for OEM's payment obligations and violation of Supplier's or its Affiliates' intellectual property rights or the parties confidentiality obligations under clause 13D below, neither Supplier nor OEM has liability to the other for special, consequential, exemplary, punitive, incidental, or indirect damages, or for lost profits, loss of revenue, loss of data, or loss of use, or procurement of substitute products or services even if the parties had foreseen or could have foreseen such damages”

5. The Anti-Corruption Law Compliance clause (11.f.i.) of the General Terms of the OTS shall be replaced in its entirety for Offerings sold in **Korea** by:

6. “As used herein, “Anti-Corruption Laws” means the anti-corruption or anti-bribery laws in effect in jurisdictions where OEM markets or sells Supplier products or services, and Anti-Corruption Laws specifically include the



Foreign Corrupt Practices Act of the United States, the Improper Solicitation and Graft Act of Korea and UK Bribery Act 2010.”

7. The Anti-Corruption Law Compliance clause (11 F iv.) of the General Terms of the OTS shall be replaced in its entirety for Offerings sold in **Korea** by:

“Each party represents that, as of the effective date of this Agreement, to the best of its knowledge, it and its officers or employees have not been convicted of any offense involving bribery, corruption, fraud or dishonesty.”

8. The Data Privacy clauses (12 A and B) of the General Terms of the OTS shall be replaced in their entirety for Offerings sold in **Korea** by:
 - a. “Compliance with Laws. Each party shall comply with all privacy laws and regulations that are applicable to that party in relation to the processing of personal data under this OTS. In this clause, “personal data”, “outsourcer”, “outsourcee” and “processing” shall have the meaning set out in the Personal Information and Protection Act.”
 - b. Data Processing Terms. Generally, Supplier does not require access to OEM’s data in order to perform any Services hereunder. In the absence of an agreed form of a data processing agreement, where and to the extent that Supplier is required to process any personal data in the performance of this OTS (Supplier acting as a outsourcee for the OEM as a outsourcer of the relevant personal data), it shall do so in accordance with Supplier’s standard data processing terms for Korea which Supplier shall provide upon request.] Where Supplier processes any personal data acting as an outsourcer, it shall do so in accordance with its country-specific privacy policies, available at www.dell.com/Privacy.”

SINGAPORE:

1. The Cancellation, Returns and Acceptance clause (3 C.) of the General Terms of the OTS shall be replaced in its entirety for Offerings sold in **Singapore** by:

“**Cancellation, Returns and Acceptance.** OEM may only change or cancel an order for Product(s) up until the time Supplier begins manufacturing the Products, except third party product, EOL Products (are those going EOL within 90 days), or Unique Parts which may not be changed or cancelled unless approved. Supplier is not responsible for pricing, typographical, or other errors in any offer and may cancel Orders affected by such errors. All Equipment and Software are deemed accepted by OEM upon Delivery. OEM agrees and understands that Supplier return policy is not available to OEM. Even though OEM accepts Products as stated in the prior sentence, OEM retains all rights and remedies set forth in the applicable Product warranty. OEM shall notify Supplier within 7 days of the invoice date if OEM believes any Standard Product included in its Order is missing, wrong, or damaged (the notification date for missing, wrong or damaged products may be amended by the Country Specific Terms/Addendum of these General Terms or in a Product Schedule).”

2. A new clause (14. I. 1.) shall be added to the General Terms of the OTS and shall be read as follows for Offerings sold in **Singapore**:

“**No Third Party Beneficiaries.** Nothing contained in this OTS is intended to confer upon any person (other than the Parties hereto) any rights, benefits or remedies of any kind or character whatsoever or any right to enforce the terms of this OTS under the Contracts (Rights of Third Parties) Act 2001, and no person shall be deemed to be a third (3rd) party beneficiary under or by reason of this Contract.”

TAIWAN:

1. The Shipment clause (3 D) of the General Terms of the OTS shall be intentionally excluded and shall not apply to Offerings sold in **Taiwan**.

Exclusive Jurisdiction:



To the extent a dispute is solely between OEM and a Supplier entity is located in a country outlined below, for purposes of the dispute, (1) OEM and Supplier irrevocably submit and consent to the exclusive jurisdiction of the corresponding courts listed below, and hereby agree that such courts shall be the exclusive, proper forum for the determination of any dispute arising in connection with the OTS, and (2) the OTS will be governed by the corresponding laws of the jurisdiction outlined below, exclusive of any provisions of the United Nations Convention on The International Sale of Goods and without regard to principles of conflicts of law:

Supplier Location	Jurisdiction	Governing Laws
Australia	Australia	Laws of NSW, Australia
China	China	Laws of the Peoples Republic of China
Hong Kong	Hong Kong	Laws of Hong Kong
India	India	Laws of the Republic of India
Japan	Japan	Japanese Law
Korea	Korea	Laws of the Republic of Korea
Macau	Macau	For EMC entities: laws of Ireland;
Malaysia	Malaysia	Laws of Malaysia
Singapore	Singapore	Laws of the Republic of Singapore
Indirect Countries	Singapore	Laws of the Republic of Singapore