

## PRODUCT ADDENDUM (U.S. & CANADA VERSION)

**This Product Addendum is incorporated by reference into and made part of the Agreement. Capitalized terms not defined in this Product Addendum shall have the meaning set forth in the Agreement. In the event of a conflict between this Product Addendum and the Agreement, the terms and conditions of this Product Addendum shall prevail.**

This Product Addendum applies only to your purchase and resale of Dell EMC Products that are integrated with Google Chrome OS ("Dell EMC Chrome Products").

1. **Appointment.** Dell EMC authorizes you to resell Dell EMC Chrome Products to end users in the United States or Canada, subject to the terms and conditions set forth in the Agreement and this Product Addendum. If you are a Dell EMC Distributor (as defined in the Dell EMC Partner Program Agreement which can be found at <https://Partner.Dell.com/>), you are authorized to resell Dell EMC Chrome Products only to Solution Providers in the United States or Canada, subject to the terms and conditions set forth in your distributor agreement with Dell EMC and this Product Addendum, and you shall require each reseller to acknowledge and comply with the terms in this Product Addendum. This appointment is non-exclusive.
2. **Your Responsibilities.**
  - 2.1. You will distribute, advertise, promote, demonstrate and sell Dell EMC Chrome Products only through sales channels approved by Dell EMC and only through your company name(s). Unless you have a separate distributor agreement with Dell EMC, you may only distribute, advertise, promote, demonstrate and sell Dell EMC Chrome Products to End Users (as defined in the Dell Reseller Terms of Sale located at [www.dell.com/resellerterms](http://www.dell.com/resellerterms)).
  - 2.2. You will comply with all Dell EMC policies that affect the sale, advertisement, promotion and/or display of Dell EMC Chrome Products, as may be in effect from time to time. Such policies may be emailed to you or posted on the Dell EMC Partner Program website or other webpage on <https://Partner.Dell.com/>.
  - 2.3. You will comply with all laws and regulations applicable to the sale of Dell EMC Chrome Products including export and re-export control laws and regulations, including (i) the Export Administration Regulations ("EAR") maintained by the U.S. Department of Commerce, (ii) trade and economic sanctions maintained by the U.S. Treasury Department's Office of Foreign Assets Control, and (iii) the International Traffic in Arms Regulations ("ITAR") maintained by the U.S. Department of State.
  - 2.4. You shall report promptly to Dell EMC all suspected defects in Dell EMC Chrome Products.
  - 2.5. Nothing in this Product Addendum permits you to use the Dell EMC Chrome Products except as authorized by Dell EMC.
  - 2.6. You will not and will prohibit others from the following: copying, modifying, creating derivative works, decompiling, reverse engineering, disassembling, or otherwise reducing Dell EMC Chrome Products to a human-perceivable form.
  - 2.7. You will only distribute, advertise, promote, demonstrate and sell Dell EMC Chrome Products subject to Dell EMC's standard limited warranty and will not give any additional warranties or representations (nor implied conditions, warranties or other terms, including any implied terms as to satisfactory quality, fitness for purpose or conformance with description) binding on Dell EMC or Dell EMC's licensors in relation to the Dell EMC Chrome Products.
  - 2.8. You agree to distribute, advertise, promote, demonstrate and sell the Dell EMC Chrome Products with Dell EMC's standard limited warranty which serves to disclaim all indirect, special, incidental, punitive, and consequential damages, and other industry standard disclaimers and limitations, including, as applicable: a disclaimer of all applicable statutory warranties, to the full extent allowed by law with respect to Dell EMC Chrome Products.
  - 2.9. You will, at your own expense, obtain and arrange for the maintenance in full force and effect of all governmental approvals, consents, licenses, authorizations, declarations, filings and registrations relating to shipments, installation and services relating to the Dell EMC Chrome Products for which neither Google or Dell EMC are responsible.
  - 2.10. Google will approve your access to the Google Chrome OS Branding Guideline. Your non-exclusive, non-sub-licensable, terminable license to display Google Chrome OS Branding Guidelines solely for the purpose of marketing and distributing the Dell EMC Chrome Products, is subject to your compliance with Google's then current branding guidelines, which may be found at the following URLs: <http://www.google.com/permissions/guidelines.html> and <https://sites.google.com/a/google.com/device-partner-toolkit/> (as may be updated by Google from time to time). All goodwill arising from your use of Google Chrome OS Branding Guidelines will belong to Google. The license granted in this clause may be revoked at any time upon notice by Google.
  - 2.11. All ownership rights, title, and Intellectual Property Rights in and to Dell EMC Chrome Products, will remain with Dell EMC and/or its licensors. "Intellectual Property Rights" means all copyright, moral rights, patent rights, trade marks, design right, rights in or relating to databases, rights in or relating to confidential information, rights in relation to domain names, and any other intellectual property rights (registered or unregistered) throughout the world.

- 2.12. Dell EMC may take whatever steps it deems reasonable at its sole discretion to remedy a breach of the terms and conditions applicable to the Dell EMC Chrome Products, including but not limited to withholding or revoking authorizations granted under this Product Addendum.
- 2.13. You may not modify or customize the user interface or user experience of the Dell EMC Product in any way, including without limitation, by installing any software on the Dell EMC Product or changing any of the default settings without the explicit approval of, and initiation by, the End User. Any changes made, approved, or directed by the End User that are made by you are subject to the restrictions contained in the End User's Chrome OS end user license agreement or terms of service and the following restrictions: you shall not
  - 2.13.1. modify, alter, create derivative works, translate, disassemble, de-compile, reverse engineer, or reconfigure in any manner Google Chrome OS (including without limitation the default search settings) or engage in activities that encourage End Users to modify or reconfigure Google Chrome OS;
  - 2.13.2. interfere with Google's implementation and display on a Dell EMC Product of an end user license agreement for Google Chrome OS;
  - 2.13.3. insert any viruses, worms, date bombs, time bombs, or other code that is specifically designed to cause the Google Chrome OS to cease operating, or to damage, interrupt, or interfere with Google Chrome OS or End User data;
  - 2.13.4. except as expressly specified in this Product Addendum, sell, license, distribute, lease, lend, or disclose Google Chrome OS to any third party; or
  - 2.13.5. ship, divert, transship, transfer, export or re-export Google Chrome OS, or any component thereof, into any country outside of the United States or Canada. For the avoidance of doubt, you are prohibited from differentiating the Dell EMC Product except as expressly permitted by Google.

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