

## **CUSTOMER DATA TERMS AND CONDITIONS**

From time to time, Dell EMC may, in its sole discretion, provide Partner with access to contacts and other information (collectively "**Customer Data**") related to Dell EMC's customers, including prospective customers and leads (collectively "**Customers**"), for Partner to market and sell Dell EMC products and services to such Customers. Partner acknowledges that Customer Data are confidential and valuable to Dell EMC, and Partner agrees to comply with the terms and conditions herein ("**Customer Data Terms and Conditions**"). The Customer Data Terms and Conditions are supplemental and subject to the Dell EMC Partner Program Terms and Conditions, and together with any attachments, constitute the entire agreement ("**Agreement**") between Dell EMC and Distributor with respect to the incentives.

1. **Customer Data**. Customer Data include (a) any non-public or proprietary information or data related to Customers and (b) any information or data provided by Dell EMC to Partner that, alone or together with any other information that Partner may access, identifies or is capable of identifying an individual, such as name, telephone number, and email address. Partner agrees that all Customer Data are considered Dell EMC's confidential information, regardless of form or whether such information is marked or identified with a "confidential" label. Partner shall keep all Customer Data confidential, and shall not disclose any Customer Data to any third party without Dell EMC's prior written consent. Partner will share Customer Data only with Partner's employees who have a need to know and who are subject to legally binding obligations to keep such information confidential. As between Partner and Dell EMC, Dell EMC is the exclusive owner of the Customer Data. Upon Dell EMC's request, Partner will promptly return to Dell EMC all Customer Data, together with all copies, or certify in writing that all Customer Data and copies thereof have been destroyed.
2. **Permitted Use**. Partner shall access, retain, and use all Customer Data solely for the purpose of marketing and selling Dell EMC products and services in the territory of the Ordering Agreements, as defined in the Agreement, to Customers. All other use of Customer Data is prohibited. Partner shall not sell, rent, transfer, distribute, or otherwise disclose or make available any Customer Data to any third party (including subcontractors, agents, outsourcers, or auditors), without prior written permission from Dell EMC, unless and to the extent required by law. In the event Dell EMC provides such permission, Partner will remain responsible for such third party's compliance with this Agreement.
3. **Privacy Obligations**. Where permitted to contact, solicit, or target any Customer using any Customer Data, Partner shall comply with Partner's privacy policy and all laws and regulations related to privacy and data protection, including but not limited to telemarketing laws as applicable, and shall include a simple method for recipients to unsubscribe from further contact by Partner.
4. **Information Security Obligations**. Partner will implement commercially reasonable physical, technical, administrative and organizational safeguards to protect Customer Data that are no less rigorous than accepted industry security practices. Partner will ensure that all Customer Data are processed in compliance with Partner's privacy policy and all applicable laws and regulations, including but not limited to data protection and privacy laws and regulations.
5. **Compliance**. In order to verify Partner's compliance with this Agreement, Partner agrees Dell EMC may (or may designate a third party to) assess or audit Partner's and any of Partner's subcontractors' employment, facilities, records, controls or procedures, provided such access shall be limited to those related to Customer Data. To facilitate such audit or assessment, Partner will provide access to relevant personnel, physical premises, documentation, infrastructure, records, and application software. If, as a result of such audit or assessment, Dell EMC determines additional or different security measures are necessary to protect Customer Data, Partner agrees to cooperate with Dell EMC in implementing reasonable measures.
6. **Security Breach**. Partner will provide Dell EMC with contact information for Partner's primary security contact. For purposes of this Agreement, "Security Breach" shall mean any misuse, compromise, or unauthorized access, whether actual or suspected, that (a) involves any Customer Data or (b) relates to the ineffectiveness of one or more of Partner's information safeguards applicable to the Customer Data, including (i) physical trespass on a secure facility, (ii) electronic systems intrusion/hacking, (iii) loss/theft of a notebook, desktop, or other electronic or mobile device, hard drive, or any information-storage device, (iv) loss/theft of printed materials, (v) exploitation of a vulnerability, or (vi) receipt of a substantiated

complaint that relates to Partner's privacy or data-protection practices or policies or an alleged breach of this Agreement. Partner will notify Dell EMC of a Security Breach within 24 hours of becoming aware of it, by e-mailing Dell EMC's Privacy Office at [privacy@dell.com](mailto:privacy@dell.com) with a copy to Partner's primary Dell EMC business contact. Except as required by law, Partner will not inform any third party of a Security Breach without first obtaining Dell EMC's prior written consent. Partner will cooperate with Dell EMC in any resulting investigation, reporting, or other obligations required by applicable law or regulation, or as otherwise required by Dell EMC. Partner will take immediate steps to remedy any Security Breach in accordance with local privacy laws and regulations, at Partner's sole expense. Partner will reimburse Dell EMC for actual and reasonable costs, including but not limited to reasonable attorneys' fees, incurred in responding to and mitigating any damages caused by a Security Breach.

7. **Inquiry**. Except where expressly prohibited by law, Partner will immediately notify Dell EMC of Partner's receipt of any subpoena, order, demand, or information-request from a court, or executive, government, or administrative agency, that relates to any Customer Data or Partner's use or security practices applicable to the Customer Data. In addition, Partner will promptly provide Dell EMC with information and assistance required to timely respond to any inquiry, demand, complaint, enforcement notice, claim, or other request received by Dell EMC that relates to any portion of the Customer Data, or to Partner's use or security-practices applicable to the Customer Data.

8. **Indemnity**. Partner agrees to defend, indemnify, and hold Dell EMC harmless against any and all third-party claim arising out of or resulting from Partner's breach of this Agreement.

9. **Remedies**. Partner acknowledges that damages for improper disclosure of Dell EMC's confidential information may be irreparable and that Dell EMC shall be entitled to equitable relief, including injunction and preliminary injunction, in addition to all other remedies available at law or in equity.

10. **Disclaimer**. All Customer Data are provided "as is." Dell EMC has no responsibility or liability as to the accuracy or completeness of Customer Data. DELL EMC DISCLAIMS ALL EXPRESS, IMPLIED AND STATUTORY WARRANTIES AND CONDITIONS WITH RESPECT TO CUSTOMER DATA, INCLUDING WARRANTIES OR CONDITIONS OF NONINFRINGEMENT, MERCHANTABILITY, AND FITNESS FOR A PARTICULAR PURPOSE.

11. **Term**. This Agreement shall begin on the date of Partner's acceptance of the Dell EMC Partner Program Terms and Conditions ("Effective Date") and continue for 12 months. Unless terminated as permitted herein, these Customer Data Terms and Conditions shall auto-renew for an additional 12-month period on each anniversary date of the Effective Date. Dell EMC may terminate these Customer Data Terms and Conditions and/or cease providing Customer Data to Partner at any time. Upon the termination of these Customer Data Terms and Conditions, Partner must cease use of Customer Data.

**By clicking to accept the Dell EMC Partner Program Terms and Conditions, you agree to be bound by all terms, conditions, and restrictions contained in the Customer Data Terms and Conditions. Please print a copy of the Customer Data Terms and Conditions for your records.**