

DELL PARTNERDIRECT PROGRAM PORTAL TERMS AND CONDITIONS (India version)

By accessing the Dell PartnerDirect Portal (“Portal”), the Channel Partner (“Channel Partner”) agrees to be bound by all of the Terms and Conditions below (“Agreement”). Please print a copy of this Agreement for your records.

1. ELIGIBILITY & USE. For and throughout Channel Partner’s use of this Portal, Channel Partner

(a) must be a current Dell Channel Partner and in compliance with the Channel Partner Agreement (“Channel Partner Agreement”) entered into with Dell (b) meet other criteria required by Dell including but not limited to being a participant of the Partner Direct Program (“Program”).

The Channel Partner may use this Portal only to submit any opportunity it has identified (“Deal”) to Dell under the Partner Direct Program. Dell reserves the right at its sole discretion to reject any Deal without assigning any reason whatsoever for such rejection.

2. PARTNER PORTAL ACCESS. Channel Partner’s use of the Portal is subject to the Channel Partner Agreement it has entered into with Dell, this Agreement, Dell’s Site Terms available at www.dell.com, and any additional terms within the Portal. Channel Partner will create an online password that will allow the Channel Partner to access the Portal and its account. Channel Partner is responsible for keeping the password confidential. Dell recommends the Channel Partner to change the password regularly. Channel Partner will be responsible for all transactions registered to Channel Partner account on this Portal. If Channel Partner believes an unauthorized transaction has occurred in Channel Partner account, the Channel Partner must notify to a Dell immediately. Channel Partner will not grant any third-party access to the Partner Portal without prior written approval by Dell.

3. PARTNER LISTING. Dell may have a partner-locator tool to help the public search for a Dell partner. Unless Channel Partner advise Dell in writing that it may not do so, Dell may include Channel Partner details that have been already provided to Dell in the partner-locator tool, which may include basic information such as Channel Partner company name, address, telephone number, web address, partnership level, certified practice areas, and individual contact names.

4. ERRORS & AVAILABILITY. Channel Partner shall be solely responsible for accuracy and veracity of Deal information submitted to Dell and Dell may at its option refuse to proceed on a Deal if such is not the case. Dell is not responsible for any errors in transmission that may occur prior to Dell’s receipt of the transmission. Channel Partner acknowledges that the security procedures used in the Portal is for the purposes of authentication of a transmission, and not to detect errors. In addition, there may be a delay between the time Channel Partner sends a transmission to Dell and the time Dell receives it. All transmissions are considered received by Dell only when actually received by Dell. Dell is not responsible for any delays between the time Channel Partner sends a transmission and the time Dell receives it. Access to the Portal may be unavailable without notice at certain times, including when systems require maintenance or upgrades, or in the case of unforeseen circumstances such as earthquakes, fires, floods, terrorism, war, riot, computer virus or bugs, computer failures, interruptions in network connectivity or constraints in bandwidth availability due to reasons beyond Dell’s control, or electrical outages. Dell will not be liable for the unavailability of service or for any damages or losses that may result from such unavailability.

5 CONFIDENTIALITY. The term “Dell Confidential Information” means any information related to the Program, including non-public data contained in the Portal, deal registration, and Channel Partner training. Channel Partner will keep Dell Confidential Information strictly confidential for a period of three years after the termination of this Agreement or any related agreement with Dell. Channel Partner may not disclose Dell Confidential Information to any third party without Dell’s prior written consent. Channel Partner may share Dell Confidential Information with only Channel Partner employees who have a need to know and who are subject to legally binding obligations to keep such information confidential. These confidentiality obligations do not apply to any Dell Confidential Information that (a) Channel Partner can demonstrate was in Channel Partner possession before receipt from Dell; (b) is or becomes publicly available through no fault by Channel Partner; or (c) Channel Partner rightfully received from a third party without a duty of confidentiality. If Channel Partner is required by a government body or court of law to disclose any Dell Confidential

Information, Channel Partner agrees to give Dell reasonable advance notice so that Dell may contest the disclosure or seek a protective order.

6. ADMINISTRATION. At any time Dell may audit Channel Partner's compliance with the Program or verify any reports, claims or Deals the Channel Partner submitted. Dell may deny any claim that it believes, in its sole discretion, does not conform to Program rules, which include this Agreement. Dell may, without prior notice, immediately suspend or terminate Channel Partner's participation in the Program if Channel Partner submits inaccurate, incomplete, or fraudulent claims or information or if Channel Partner engages in activities that may cause damage, embarrassment or adverse publicity to Dell. Dell's records and systems shall be authoritative and conclusive for purposes of determining Channel Partner's eligibility and Program benefits and for performing any computation under the Program. Dell reserves the right to interpret the rules of the Program in its sole discretion. All decisions made by Dell in this regard shall be final.

7. COMPLIANCE. Channel Partner agrees to comply with all applicable national, provincial and local laws, rules and regulations governing Channel Partner participation in the Program. In addition, Channel Partner agree to comply with all terms posted to the Partner Portal, including:

- [Deal registration terms](#)

- [Dell logo license terms](#)

- [Dell Partner Direct community forum terms](#)

8. PRECEDENCE. In the event of a conflict between provisions of this Agreement and/or those of the Channel Partner Agreement and/or Dell's Site Terms, the order of precedence shall be as follows: 1. Channel Partner Agreement, 2. This Agreement, 3. Dell's Site Terms.

9. DISCLAIMER The information and materials contained on this Portal and all web sites linked to this Portal, including text, graphics, links or other items - are provided "As is", "As Available". Dell does not warrant the accuracy, adequacy, reliability or completeness of this information and materials and expressly disclaims liability for errors or omissions in such information and materials. No warranty of any kind, implied, express or statutory, including but not limited to the warranties of non-infringement of third party rights, title, merchantability, satisfactory quality, fitness for a particular purpose and free from computer virus, is given in conjunction with the information and materials.

Dell does not make any representation, warranty or endorsement of any of the products, services or information provided in this Portal. All products and services sold shall be subject to Dell's Terms and Conditions of Sale and the Channel Partner Agreement.

This disclaimer shall take effect to the fullest extent permitted by law.

10. COPYRIGHT NOTICE The copyright of this Portal is owned by Dell, its agents and/or professional advisors. No part or parts hereof may be reproduced, distributed, republished, displayed, broadcast, hyperlinked or transmitted in any manner or by any means or stored in an information retrieval system without the prior written permission of Dell or the copyright owner provided that permission is granted to download and print the materials on this Portal for personal, non-commercial use only provided Channel Partner does not modify the materials and that Channel Partner retain all copyright and other proprietary notices contained in the materials. This permission terminates automatically if Channel Partner breaches any of these terms or conditions. Upon termination, Channel Partner will immediately destroy any downloaded and printed materials. Channel Partner also may not, without Dell's permission, "mirror" any material contained on this Portal on any other server.

11. TRADE MARKS The trade marks, service marks, and logos (the "Trade Marks") used and displayed on this Portal are registered and unregistered Trade Marks of Dell and others. Nothing on this Portal should be construed as granting, by implication, estoppel, or otherwise, any license or right to use any Trade Mark displayed on this Portal, without the written permission of Dell or other Trade Mark owner. Dell aggressively enforces its intellectual property rights to the fullest extent of the law. The name of Dell or the Dell logo may not be used in any way, including in advertising or publicity pertaining to distribution of materials on this

Portal, without prior written permission. Dell prohibits use of the Dell logo as a "hot" link to any Dell site unless establishment of such a link is approved in advance by Dell in writing.

12. EXCLUSION OF LIABILITY. Dell shall in no event be liable for any damages, loss or expense including without limitation, direct, indirect, special, or consequential damage, or economic loss arising from or in connection with:

1. any access, use or the inability to access or use this Portal, or reliance on the contents of this Portal;
2. any system, server or connection failure, error, omission, interruption, delay in transmission, or computer virus;
3. any use of or access to any other website linked to/through this website;
4. any product, service or information of any merchant or service provider on this Portal,

even if Dell or its agents or employees are advised of the possibility of such damages, losses and/or expenses. Any hyperlinks to any other websites are not an endorsement or verification of such websites and such websites should only be accessed at the user's own risks. This exclusion clause shall take effect to the fullest extent permitted by law.

13. INDEMNIFICATION. To the fullest extent permitted by law, Channel Partner shall indemnify, defend, and hold harmless Dell and its subsidiaries, affiliates, parents, successors, and assigns, from any claim, demand, cause of action, debt, or liability (including reasonable attorney fees, expenses, and court costs) arising from (i) Channel Partner's breach of this Agreement or (ii) Channel Partner's conduct related to the Program.

14. CHANNEL PARTNER TRANSMISSIONS Any material, information or idea Channel Partner transmits to or posts on this Portal by any means will be treated as non-confidential and non-proprietary, and may be disseminated or used by Dell or its affiliates for any purpose whatsoever, including, but not limited to, developing, manufacturing and marketing products. Channel Partner is prohibited from posting or transmitting to or from this Portal any unlawful, threatening, libellous, defamatory, obscene, scandalous, inflammatory, pornographic, or profane material, or any other material that could give rise to any civil or criminal liability under the law.

15. LIMITATION OF LIABILITY. IN NO EVENT SHALL DELL BE LIABLE FOR ANY LOST PROFITS OR LOSS OF BUSINESS, OR FOR LOST OR CORRUPTED DATA OR SOFTWARE. IN ADDITION, DELL SHALL HAVE NO LIABILITY FOR ANY CONSEQUENTIAL, SPECIAL, PUNITIVE, RELIANCE, EXEMPLARY, INCIDENTAL, OR INDIRECT LOSS OR DAMAGES, WHETHER ANY CLAIM FOR SUCH DAMAGES IS BASED ON TORT, CONTRACT, OR OTHER THEORIES, AND WHETHER DELL KNEW OR SHOULD HAVE KNOWN THE POSSIBILITY OF SUCH DAMAGES. NOTWITHSTANDING ANYTHING IN THESE TERMS AND CONDITIONS, THE REMEDIES SET FORTH IN THESE TERMS AND CONDITIONS SHALL APPLY EVEN IF SUCH REMEDIES FAIL THEIR ESSENTIAL PURPOSE.

16 GOVERNING LAW AND JURISDICTION. Channel Partner access to, use and transmission on this Portal shall be subject to the laws of India and the exclusive courts in Bangalore, India alone shall have jurisdiction to try any dispute arising hereunder.

17. CONDITIONS OF ACCESS Dell may at any time revise the Terms and Conditions by updating this version. By using this Portal, Channel Partner agrees to be bound by any such revisions and should therefore periodically visit this Portal page to determine the then current version of the Terms and Conditions to which Channel Partner is bound. Dell reserves the right to discontinue this Portal at any point of time and without any notice.

18. MODIFICATIONS. Dell reserves the right to modify the Program, including the eligibility requirements, access conditions and benefits and this Agreement and may prescribe additional terms and conditions, at any time without prior notice. When changes are made, Dell may notify Channel Partner of the changes via email. If any modification is unacceptable to Channel Partner, Channel Partner's sole recourse is to terminate Channel Partner's participation in the Program. If Channel Partner continues to participate in the Program, such participation will constitute Channel Partner's binding acceptance of the changes and

Channel Partner's consideration supporting any such modification. No oral modifications are permitted under this Agreement and Channel Partner agrees not to rely upon any oral representations made at any time.