

Last Updated: May 6, 2024

This Dell APEX Subscriptions Schedule (Partner) (“**Schedule**”) applies to Partner’s order from Dell of Products on a flexible consumption basis, as described in one or more separately executed Orders (also referred to as “**APEX Subscriptions Order (Partner)**”). This Schedule is effective on the Effective Date provided in the Order.

In this Schedule, “**Partner**” refers to either an authorized distributor in the Dell Technologies Partner Program (“**Distributor**”) or a Reseller placing an order under this Schedule with Dell. “**Reseller**” means an entity authorized to purchase Dell products or services for resale to end users, and Reseller includes a Solution Provider partner in the Dell Technologies Partner Program.

For Resellers, this Schedule is governed by the written agreement between you and Dell for the resale of Dell Products and Services or if there is no such agreement, the Reseller Terms of Sale for the location of the Site (as defined below) available at [Reseller Terms of Sale by Location | Dell](#) (in either case “**Reseller Agreement**”).

For Distributors, this Schedule is governed by the agreement between you and Dell for the distribution and resale of Dell Products and Services (“**Distribution Agreement**”). In this Schedule, “**Agreement**” refers to either the Reseller Agreement or the Distribution Agreement, as applicable.

Capitalized terms used in this Schedule and not defined below in [Section 7 \(Definitions\)](#) have the meanings given to such terms in the Agreement.

### 1. **Ordering, Payment, Metering, Amendments, Increases and Extensions.**

**1.1. Ordering.** Partner may place a Subscription order by signing a specific Order and issuing a purchase order to Dell that references such Order (unless Dell grants an exception to this purchase order requirement). Orders are subject to Dell’s acceptance. Unless Dell provides an exception to the purchase order requirement, Partner’s initial purchase order must specify an amount that is at least equal to the fee for the Monthly Commitment multiplied by the number of months in the Subscription Term. If Dell reasonably determines that the amount of Partner’s original purchase order will not cover the actual Fee due to Reserve Usage, then Dell will notify and discuss the situation with Partner. Upon agreement on the additional funds, Partner will promptly issue a related purchase order for that additional amount. The parties agree the terms and conditions of each Order are Confidential Information.

**1.2. Resale Process (One Tier).** If Partner is purchasing the Subscription as a Reseller, then the following provision applies. Dell authorizes Reseller to resell the Subscription listed in the Order solely as a single-tier transaction directly from Dell to Reseller to End User. By submitting an Order, Reseller confirms that it has delivered the End User Subscription Form with Reseller’s quote to End User for execution. Reseller will not include any terms that contravene or supersede the provisions of the Schedule and/or the End User Subscription Form in the End User Agreement. Reseller will promptly notify Dell of any breach of the End User Subscription Form that becomes known to Reseller.

**1.3. Distribution Process.** If Partner is purchasing the Subscription as a Distributor, then either [Clause A \(Two Tier Resale\)](#) or [Clause B \(Sales to Cloud Service Providers\)](#) applies.

**A. Two Tier Resale.** Dell authorizes Distributor to resell the Subscription listed in the applicable Order as a two-tier transaction directly from Dell to Distributor to Reseller to End User. By submitting an Order to Dell, Distributor confirms that it has delivered the End User Subscription Form with Distributor’s quote to Reseller and that Reseller has confirmed to Distributor that Reseller has included the End User Subscription Form with its quote to End User for execution. Distributor will prohibit Reseller from including any terms that contravene or supersede the provisions of the Schedule and/or the End User Subscription Form in the End User Agreement. Distributor will promptly notify Dell of any breach of the End User Subscription Form that becomes known to Distributor.

**B. Sales to Cloud Service Providers.** Dell authorizes Distributor to sell directly to the CSP. For such transactions, the Distributor is deemed the “Reseller” and the CSP is deemed the “End User” in this Schedule. By submitting an Order to Dell, Distributor confirms that it has delivered the End User Subscription Form with Distributor’s quote to the CSP for execution. Distributor will not include any terms that contravene or supersede the provisions of the Schedule and/or the End User Subscription Form in the End User Agreement. Distributor will promptly notify Dell of any breach of the End User Subscription Form that becomes known to Distributor.

**1.4. End User Subscription Form.** Partner is required to have the End User physically sign or electronically sign (as requested by Dell) the End User Subscription Form for each Order as provided by Dell. Dell will process the Order after Dell and the End User sign the End User Subscription Form. Partner is not authorized to change the End User Subscription Form or the Dell APEX Subscriptions Terms for Partner End Users without Dell’s written approval. Partner acknowledges

that End User's failure to comply with the End User Subscription Form could limit Dell's ability to provide the Subscription, including Services, support capabilities, response times or other service levels.

**1.5. Payment.** Partner must pay all fees for use of the Subscription including fees for usage and other offerings according to the rates and pricing stated in the applicable Order. In no event will the Fee for any Billing Period be less than the Monthly Commitment, and Partner is responsible to pay Dell the fees for the Monthly Commitment even if actual usage is less than the Monthly Commitment. Partner must pay Dell's invoices for the Fees in accordance with the applicable Order and the payment terms of the Agreement. Dell may invoice Partner for Fees even if a corresponding purchase order was not received from Partner. Notwithstanding anything in the Agreement, Partner's obligation to pay the Fees for the Subscription Term is non-cancellable.

**1.6. Interruption of Metering Capabilities.** During the Subscription Term, Dell meters usage and collects telemetry data relating to the Products as further provided in the [Dell Telemetry Data Provision](#). If, for more than seven (7) days of any calendar month, Dell is unable to meter usage due to: (i) any action by anyone other than Dell, or (ii) a failure of any communications equipment used for facilitating metering, then usage is deemed to be equal to the usage during the previous Billing Period and Partner must pay Fees for such deemed usage. If Dell is unable to meter for a period of more than thirty (30) days due to (i), (ii) or failure to comply with Clause (Authorization to Meter; Subscription Usage) of the APEX Subscriptions Terms for Partner End Users, usage is deemed to be equal to the maximum capacity of the Products and Partner must pay Fees for such deemed usage. If Dell is unable to meter usage due to any failure which is caused by Dell (e.g. failure of the Measuring Equipment), the usage is deemed to be equal to usage during the previous Billing Period and Partner must pay Fees for such deemed usage. Dell will promptly notify Partner of an inability to access the Products (electronically or physically, as applicable) and work cooperatively to reestablish access.

**1.7. Increasing Monthly Commitment / Subscription Term.** During the Subscription Term, Partner may request to increase (i) the Monthly Commitment; or (ii) both the duration of the Subscription Term and the Monthly Commitment at the applicable Monthly Unit Rates stated in the Order by entering into an Order amendment. If the parties have mutually agreed on the increase, Dell will send Partner an amended Order for execution. Once signed by Dell and the Partner, Dell will invoice Partner based on the new pricing in the amended Order. When extending the duration of the Subscription Term, the revised duration continues to be measured from the original starting date of the Subscription Term. For example, if the duration of the Subscription Term was twenty four (24) months and the amendment adds six (6) months, then the new Subscription Term is a total of thirty (30) months, beginning with the original Subscription Term. The revised Monthly Unit Rate commences on the first day of the first month following the month in which the Order amendment becomes effective.

**1.8. Month to Month Extensions.** Prior to the expiration of the applicable Subscription Term, Partner must notify Dell if End User no longer wishes to use the Products. Partner will continue to charge End User and pay applicable Fees to Dell on a month-to-month basis until End User has removed Customer Content and made the Products available to Dell for Asset Recovery and Asset Recovery occurs.

## **2. Delivery, Title, Third Party Products, Use, Insurance, and Return.**

**2.1. Delivery.** Dell will deliver the Products to the Site stated in the Order. The Products may not be moved from the Site without Dell's prior written consent.

**2.2. Title.** Partner agrees that Dell retains title to Products at all times notwithstanding the manner in which such may be attached or affixed to realty. Partner must give immediate written notice of any attachment or judicial process affecting the Products or Dell's ownership.

**2.3. 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). Partner 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>.

**2.4. Use.** Partner is authorized to resell Subscriptions and the right to receive the identified Services only during the Subscription Term. Distributor, as applicable, and Reseller may access the Products only as necessary to exercise its right to resell as described herein and in the applicable Order.

**2.5 Warranty.** Dell's limited warranty for the Products and the Subscription is to the End User only and is provided in the APEX Subscriptions Terms for Partner End Users. If Dell is unable, in its sole discretion to timely cure a non-conformance

with the warranty in the APEX Subscriptions Terms for Partner End Users, Dell, Partner or the End User may terminate the applicable Order and End User Subscription Form, and Partner may seek from Dell a refund of any fees Partner prepaid to Dell for the Subscription that will not be provided as a result of the termination. Refund of any fees prepaid by the End User to the Reseller or Distributor, as applicable, will be as mutually agreed between the Reseller (or Distributor, as applicable) and End User. **To the maximum extent permitted by applicable law, Dell: (a) makes no other express warranties; (b) disclaims all implied warranties, including merchantability, fitness for a particular purpose, title and non-infringement; and (c) disclaims any warranty arising by statute, operation of law, course of dealing or performance or usage of trade. Dell does not warrant that the use of Subscription will be uninterrupted or error-free. Dell is not liable for delays, interruptions, service failures, or other problems inherent in use of the internet and electronic communications.**

**2.6. Return of Products; Customer Content.** Asset Recovery must occur no later than seven (7) days after the end of the Subscription Term unless another date has been agreed to by Dell. Unless Dell has agreed in writing to perform data migration, Dell is not responsible for removing Customer Content from the Products. If the End User has not deleted Customer Content from the Products, it may be deleted by Dell. At no time will Dell be responsible for, or bear any liability regarding any Customer Content that is not erased or removed from Products before Asset Recovery. Partner must reimburse Dell for the reasonable value of any Products not returned or that are returned in a damaged condition.

### **3. Termination, Events of Default; Remedies, and End User Agreement.**

**3.1. Termination.** Parties may terminate the Agreement or this Schedule in accordance with the Agreement, however such termination does not terminate any Order(s) already in effect at the time of such termination, and does not impact any renewal or extension provisions of such Order(s). Any provision that by its nature or context is intended to survive any termination or expiration, including but not limited to provisions relating to payment and liability, will survive.

**3.2. Events of Default.** The following are deemed Events of Default under this Schedule: (i) Partner fails to pay the Fees within 30 days of its due date; (ii) End User commits a breach of the End User Subscription Form that is not cured within 30 days of written notice; (iii) Partner commits a breach of this Schedule or any Order that is not cured within 30 days of written notice; (iv) as permitted by applicable law, Partner Bankruptcy; or (v) as permitted by applicable law, End User Bankruptcy.

**3.3. Remedies.** If an Event of Default occurs, to the maximum extent permitted by applicable law, Dell may exercise any one or more of the following remedies: (i) immediately terminate any or all Orders including the associated End User Subscription Forms; (ii) declare immediately due and payable any or all Orders, and Partner is obliged to pay immediately, fees for the Monthly Commitment for the remainder of the Subscription Term along with any past due amounts, and (iii) Dell may enter the Site to recover the Products for any or all Orders. Partner is responsible for the payment of the actual documented costs and reasonable attorney's fees incurred by Dell in retaking possession of the Products and/or seeking to recover amounts due, including costs for erasure and destruction of Customer Content, where applicable. In order to provide continuity to the End User if there is an Event of Default by Partner in [Clause 3.2 \(Events of Default\)](#) (i), (iii) or (iv), Dell will take an assignment of the applicable End User Agreement(s) provided the End User Agreement meets the requirements of [Clause 3.4 \(End User Agreement Requirements for Assignment\)](#) and the End User is not in breach of the End User Agreement and the End User Subscription Form.

**3.4. End User Agreement Requirements for Assignment.** For Dell to take assignment of the End User Agreement, the End User Agreement must:

- A.** obligate the End User to pay for the Subscription in amounts that equal or exceed the amounts Partner is obligated to pay Dell for the Subscription Term;
- B.** state the End User's obligations to pay for the Fees are non-cancellable;
- C.** include a payment structure substantially similar to the payment structure between Dell and Partner;
- D.** name Dell (or the affiliate of Dell which is the party to the Schedule) as a third party beneficiary and, if necessary to enable assignment, include End User's consent for assignment of the End User Agreement to Dell upon an Event of Default;
- E.** state that End User Bankruptcy, uncured failure to timely pay amounts owed, uncured breach of the End User Agreement, or uncured breach of the End User Subscription Form are each End User defaults ("**End User Defaults**"), and that Distributor and Reseller's remedies for the End User Defaults are equivalent to the rights Dell has in remedy against Partner; and
- F.** may not include the provision of any products or services which are not included in the related Order between Dell and Partner.

### **4. Assignment of End User Agreement.**

#### **4.1. Assignment on Consent**

Notwithstanding the other events described by this Clause, Dell may take assignment of the End User Agreement upon consent of the applicable parties.

#### 4.2. Assignment of End User Agreement by Event

For the Events below, Dell shall take assignment of the End User Agreement so long as all of the Requirements for Assignment outlined in [Clause 4.3 \(Requirements for Assignment\)](#) below are met along with any specific requirements for assignment by the applicable event outlined in the table below.

Event	Specific Requirements for Assignment
End User Bankruptcy	Not Applicable
End User fails to make any payment when due during the Subscription Term due to a change in the End User's financial circumstances	Dell, Distributor or Reseller requested assignment, which consent by the parties shall not be unreasonably withheld.

#### 4.3. Requirements for Assignment.

- A. Any Event is not directly related to (a) a dispute regarding the provision of the Subscription or Reseller's performance under any agreement between Reseller and End User, (b) administrative or operational billing, invoicing and/or collections; and/or (c) End User's attempt or intent to terminate, cancel or otherwise discontinue the End User Agreement or Subscription for any reason other than its financial inability to pay as reasonably determined by Dell.
- B. Reseller has provided timely and accurate invoices to the End User in compliance with the terms of the End User Agreement.
- C. Reseller has taken all reasonable steps necessary to collect overdue amounts.
- D. Reseller has promptly provided the End User with notice that the applicable Event (including each instance of End User's failure to pay) constitutes a default or material breach of the End User Agreement.
- E. Reseller has provided Dell prompt notice of the Event (including for each instance of the End User's failure to pay).
- F. Reseller is current on all, and has no outstanding overdue, payment obligations for any Subscriptions under this Schedule.
- G. Reseller has requested of Dell, in writing, that Dell take assignment of the End User Agreement.
- H. Reseller has agreed to any such request for assignment within 10 days.
- I. Reseller has provided to Dell and End User any other information necessary for Dell to conduct cash collection activities and any other associated activities.
- J. The End User named in the Order has not changed.
- K. For Subscriptions sold through a Distributor, subsections (E) through (I) also applies to Distributor.
- L. For Subscriptions sold through a Distributor to a CSP, references to Reseller in subsections (A) through (I) mean Distributor.
- M. Dell has not in its sole discretion determined that the End User financial information provided is wrong, misleading or not authentic.
- N. The End User Agreement meets all of the requirements provided in [Clause 3.4 \(End User Agreement Requirements for Assignment\)](#).

**4.4. Exercising Remedies for Default.** If any legal process determines assignment of the End User Agreement is invalid, delayed or enjoined or if assignment is otherwise not possible, then Dell may exercise any, or all, of its remedies pursuant to the Agreement and this Schedule.

**4.5. Rights After Assignment.** If Dell takes assignment of an End User Agreement:

- A. Partner has no rights in, and Distributor will require Reseller to agree to waive its rights to Fees from the End User;
- B. Partner is obligated to, and Distributor will ensure Reseller is obligated to, immediately send to Dell any and all payments received from the End User pursuant to the End User Agreement after such assignment;
- C. From the effective date of the assignment, Dell will excuse the Partner from its obligation to pay the Fee for the remainder of the Subscription Term of the applicable Order;
- D. Partner must immediately pay all past due Fees and other past due amounts related to such Order(s); and
- E. Reseller (or Distributor, as applicable) will have no further obligation to invoice or collect payment from End User or for Asset Recovery, provided that Distributor, as applicable, and Reseller cooperate, with Dell and provide all necessary assistance in Dell's efforts to both collect the Fees owed by End User and conduct Asset Recovery.

**4.6. Incentives.** Within 30 days of the assignment of the End User Agreement, Distributor and Reseller are obligated to pay Dell all financial incentives, fees and/or rebates received from Dell in relation to the Order for the applicable End User Agreement. If the event triggering assignment occurred after the first six months of the applicable Subscription Term, the amount paid to Dell will be prorated based on the number of months remaining in the Subscription Term. After assignment, Dell will not be required to pay Distributor and Reseller any other financial incentives, fees and/or rebates related to the applicable Order which have not yet been paid.

## **5. Assignment of Schedule or Orders.**

The assignment or transfer, whether by operation of law or otherwise, of a party's right(s) or delegation of obligation(s) under this Schedule and any Orders, requires the consent of the other party. However, such consent is not required of Partner if the assignment or transfer involves assignment by Dell or its assignee of the right to receive payments and related rights due by Partner.

## **6. Entire Agreement; Order of Precedence.**

The Agreement, its Schedules, and the Order(s) comprise the complete statement of the agreement of the parties with regard to this subject matter. These may be modified only in writing signed by both parties. In the case of any conflict or inconsistency between the terms of this Schedule, an Order and the Agreement, the order of precedence is as follows: (1) Order, (2) this Schedule, and (3) the Agreement.

## **7. Definitions.**

For the purposes of this Schedule:

**7.1 "APEX Subscriptions End User Form" or "End User Subscription Form"** means the form signed by Dell and the End User listing the Products and Services included in the Subscription and linking the Dell APEX Subscriptions Terms for Partner End Users.

**7.2 "APEX Subscriptions Terms for Partner End Users"** means the terms and conditions from Dell that apply to an End User's access to and use of the Subscription. They can be found at [https://www.dell.com/learn/us/en/uscorp1/legal\\_terms-conditions\\_dellwebpage/apex-subscriptions-partner-end-users](https://www.dell.com/learn/us/en/uscorp1/legal_terms-conditions_dellwebpage/apex-subscriptions-partner-end-users) and may be updated from time to time.

**7.3 "Asset Recovery"** of a Product means Dell taking possession of the Product.

**7.4 "Bankruptcy"** means bankruptcy, receivership, examinership, insolvency, reorganization, dissolution, liquidation, or other similar proceedings or other statutory process instituted by or against the applicable entity, or all or any part of its property under the applicable law where such entity is organized, and such entity consents thereto or fails to cause the same to be discharged as per local legal requirements.

**7.5 "Billing Period"** means the period of time identified in an Order for which Dell will invoice Partner for the Subscription.

**7.6 "Cloud Service Provider" or "CSP"** means a Cloud Service Provider in good standing in the Dell Technologies Partner Program purchasing a Subscription to provide services to its customer(s) during the Subscription Term.

**7.7 "Colocation Site"** means, where applicable, a third-party Site.

**7.8 “End User Agreement”** means the agreement between the Reseller and the End User for the Subscription or, for transactions pursuant to [Clause 1.3.B \(Sales to Cloud Service Providers\)](#), the agreement between the Distributor and the CSP. The End User Agreement must list the Products and Services included with the Subscription.

**7.9 “Fee” or “Fees”** means the fees for the Monthly Commitment and the Reserve Usage.

**7.10 “Measuring Equipment”** means the equipment, software and programming needed for Dell to track usage levels and perform Services.

**7.11 “Monthly Commitment”** means the minimum amount of usage the Partner commits to paying for each month as specified in an Order regardless of the actual usage.

**7.12 “Reserve Usage”** means the amount of End User’s flexible consumption usage above the Monthly Commitment.

**7.13 “Site”** means the location of the Product installation as identified on an Order and the End User Subscription Form.

**7.14 “Subscription”** means the use of a Product on a flexible consumption basis as measured by the description and metrics identified on the Order and this Schedule.

**7.15 “Subscription Term”** means the time period identified on an Order and End User Subscription Form for use of the Products, and any Dell approved extension(s) thereto. The Subscription Term commences on the first day of the month following the date the Products have been installed at the Site, or, if End User delays the installation process or if End User’s Site is not prepared for the installation of the Products, the first day of the second month following the Product’s arrival at the Site.

**8. Location Specific Terms.**

Find the location of the Site in the table below for applicable Location Specific Terms. Site locations are provided in alphabetical order, except in circumstances when locations share common terms.

Site location	Applicable Location Specific Terms
Australia	<p>The following sentence of <a href="#">Clause 2.5 (Warranty)</a> is revised as follows:</p> <p><b>“Subject to those conditions and warranties that cannot be lawfully excluded or modified, including without limitation under Division 1 of Part 3-2 of The Australian Competition and Consumer Act 2010 (Cth) or any similar law, to the maximum extent permitted by applicable law, Dell: (a) makes no other express warranties; (b) disclaims all implied warranties, including merchantability, fitness for a particular purpose, title and non-infringement; and (c) disclaims any warranty arising by statute, operation of law, course of dealing or performance or usage of trade.”</b></p>
Austria	<p>The following sentence is added to the end of <a href="#">Clause 1.6 (Interruption of Metering Capabilities)</a>:</p> <p>“To the extent Partner or End User is able to prove that the actual usage was less than the amount for the respective Billing Period such use is decisive, provided that the amount is not less than agreed for the Monthly Commitment.”</p> <p><a href="#">Clause 3.3 (Remedies)</a> is restated as follows:</p> <p><b>“3.3 Remedies.</b> If an Event of Default occurs, to the maximum extent permitted by applicable law, Dell may exercise any one or more of the following remedies: (i) immediately terminate any or all Orders including the associated End User Subscription Forms for <a href="#">Events of Default 3.2</a> (ii)-(v); (ii) immediately terminate any or all Orders including associated End User Subscription Forms if Partner has not paid two consecutive payments or has missed payments for a not insignificant amount of the Fees; (iii) declare immediately due and payable any or all Orders, and Partner is obliged to pay immediately, fees for the Monthly Commitment for the remainder of the Subscription Term along with any past due amounts, and (iv) Dell may enter the Site to recover the Products for any or all Orders. Partner is responsible for the payment of the actual documented costs and reasonable attorney’s fees incurred by Dell in retaking possession of the Products and/or seeking to recover amounts due, including costs for erasure and destruction of Customer Content, where applicable. In order to provide continuity to the End User if there is an <a href="#">Event of Default by Partner in Clause 3.2</a> (i), (iii) or (iv), Dell will take an assignment of the applicable End User Agreement(s) provided the End User Agreement meets the requirements of <a href="#">Clause 3.4 (End</a></p>

	<p><a href="#">User Agreement Requirements for Assignment</a>) and the End User is not in breach of the End User Agreement and the End User Subscription Form.”</p> <p>The table in <a href="#">Clause 4.2 (Assignment of End User Agreement by Event)</a> is replaced by the following:</p> <table border="1" data-bbox="285 270 1511 552"> <thead> <tr> <th data-bbox="285 270 808 323">Event</th> <th data-bbox="808 270 1511 323">Specific Requirements for Assignment</th> </tr> </thead> <tbody> <tr> <td data-bbox="285 323 808 407">End User Bankruptcy</td> <td data-bbox="808 323 1511 407">If required, the consent of the (preliminary) insolvency administrator.</td> </tr> <tr> <td data-bbox="285 407 808 552">End User fails to make any payment when due during the Subscription Term due to a change in the End User’s financial circumstances</td> <td data-bbox="808 407 1511 552">Dell, Distributor or Reseller requested assignment, which consent by the parties shall not be unreasonably withheld.</td> </tr> </tbody> </table>	Event	Specific Requirements for Assignment	End User Bankruptcy	If required, the consent of the (preliminary) insolvency administrator.	End User fails to make any payment when due during the Subscription Term due to a change in the End User’s financial circumstances	Dell, Distributor or Reseller requested assignment, which consent by the parties shall not be unreasonably withheld.
Event	Specific Requirements for Assignment						
End User Bankruptcy	If required, the consent of the (preliminary) insolvency administrator.						
End User fails to make any payment when due during the Subscription Term due to a change in the End User’s financial circumstances	Dell, Distributor or Reseller requested assignment, which consent by the parties shall not be unreasonably withheld.						
Brazil	<p>The following are added as a new Clause 2.7 (Asset Recovery) and 2.8 (Currency Exchange) to <a href="#">Clause 2 (Delivery, Title, Third Party Products, Use, Insurance, and Return)</a>:</p> <p><b>“2.7 Asset Recovery.</b> At the end of the Subscription Term (as established in each Order), it is mandatory to return the Product(s) to Dell, as they are the property of Dell and there is no purchase option for the Customer. The Subscription is restricted to Customer’s use of the Product during the Subscription Term at the Site as described in this Schedule and the Order.”</p> <p><b>2.8 Currency Exchange.</b> During the Subscription Term if the exchange rate variation of the US dollar is equal to or greater than 10 percent (10%), Dell may adjust the exchange rate in the next month’s invoice. The exchange rate variation is measured by a comparison of the exchange rate from the date of the Order and the exchange rate on the date of the applicable invoice. The exchange rates are measured from the exchange rates issued by the Central Bank of Brazil.”</p>						
Canada	<p>The following new Clause 1.9 is added to <a href="#">Clause 1 (Ordering, Payment, Metering, Amendments, Increases and Extensions)</a>:</p> <p><b>“1.9</b> The parties have required that this Schedule be drawn up in English and have also agreed that all notices or other documents required by or contemplated in this Schedule be written in English. Les parties ont requis que cette convention soit rédigée en anglais et ont également convenu que tout avis ou autre document exigé aux termes des présentes ou découlant de l'une quelconque de ses dispositions sera préparé en anglais.”</p> <p><a href="#">Clause 2.5 (Warranty)</a> is amended such that: (i) all references in the Clause to “WARRANTIES” will be deemed to include both “WARRANTIES” and “CONDITIONS”; and (ii) the reference to “MERCHANTABILITY” will be deemed to include “MERCHANTABILITY”.</p>						
Czech Republic:	<p>The reference to “Civil Code” means Act No. 89/2012 Coll., Civile Code, as amended.</p> <p>The following is added after the final sentence of <a href="#">Clause 1.6 (Interruption of Metering Capabilities)</a>:</p> <p>“To the extent Partner or End User is able to prove that the actual usage was less than the amount invoiced for the respective Billing Period, such use is decisive, provided that the amount is not less than agreed for the Monthly Commitment.”</p> <p>In <a href="#">Clause 3.4 (End User Agreement Requirements for Assignment)</a> letter “D” is replaced with the following: “D. unconditionally express the name Dell (or the affiliate of Dell which is the party to the Schedule) as a third party beneficiary and, if necessary to enable assignment, include End User’s consent for assignment of the End User Agreement to Dell upon an Event of Default;”</p> <p>The table in <a href="#">Clause 4.2 (Assignment of End User Agreement by Event)</a> is replaced by the following:</p> <table border="1" data-bbox="285 1833 1511 1890"> <thead> <tr> <th data-bbox="285 1833 808 1885">Event</th> <th data-bbox="808 1833 1511 1885">Specific Requirements for Assignment</th> </tr> </thead> <tbody> </tbody> </table>	Event	Specific Requirements for Assignment				
Event	Specific Requirements for Assignment						

	End User Bankruptcy	If required, the consent of the insolvency administrator and/or insolvency court.
	End User fails to make any payment when due during the Subscription Term due to a change in the End User's financial circumstances	Dell, Distributor or Reseller requested assignment, which consent by the parties shall not be unreasonably withheld.
<p>The following is added after the final sentence of <a href="#">Clause 4.4 (Exercising Remedies for Default)</a>:</p> <p>“Subject to execution of any documentation legally necessary or reasonably required to be executed upon Dell’s request (acting reasonably), as applicable, the assignment of the End User Agreement shall be effective (i) against Partner upon receiving corresponding Dell’s written request for assignment and (ii) against the End User once it is notified thereof by Dell acting as a proof of assignment within the meaning of Section 1897 (1) of the Civil Code.”</p>		
<p>The following is added at the end of <a href="#">Clause 4.5 (Rights After Assignment)</a>:</p> <p>“F. Partner indemnifies and holds Dell harmless against any objections (within the meaning of Section 1900 of the Civil Code) or any other claims of the End User against Dell arising from breach of any Partner’s obligations to the End User.”</p>		
<p>The following replaces <a href="#">Clause 6 (Entire Agreement; Order of Precedence)</a> in its entirety:</p> <p><b>“6. Entire Agreement; Order of Precedence; Independent Contractors.</b></p> <p><b>6.1 Entire Agreement; Order of Precedence.</b> This Schedule and each Order: (i) comprise the complete statement of the agreement of the parties with regard to the subject matter thereof and the parties exclude any assumption of rights and obligations which are out of the scope of the express provisions of this Schedule and which may be derived from any current or future business practices established among the parties, either existing in general and or within the relevant industry, and which are related to the subject of the performance under this Schedule, unless such business practices are expressly agreed upon in this Schedule; and (ii) may be modified only in a writing with evidence of acceptance by both parties. All terms of any purchase order or similar document provided by Customer, that are inconsistent or conflict with this Schedule, shall be null and void and of no legal force or effect. The parties agree that to the fullest extent permitted by law Sections 558(2), 1740 (3), 1747, 1748, 1936 (1), 1950, 1951, 1952 (2), 1971, 1978 (2), 1980 and 1987 (2), of the, Civil Code do not apply to this Agreement. The parties further agree and acknowledge that it is not their intention to enter into a lease agreement within the meaning of the Civil Code and Section 2201 of the Civil Code do not apply to this Schedule. Partner bears the risk in relation to a change of circumstance within the meaning of Section 1765(2) of the Civil Code.</p> <p><b>6.2 Independent Contractors.</b> The parties shall act as independent contractors for all purposes under this Schedule. Nothing contained herein shall be deemed to constitute either party as an agent or representative of the other. The parties confirm that neither party hereto is to be considered a weaker party and that the basic conditions of this Schedule are a result of the negotiations of the parties and that each party had the opportunity to influence the content of the basic conditions of this Schedule. Further, the parties explicitly confirm that they are entrepreneurs and that they conclude this Schedule in the course of their business; accordingly, the provisions of Section 1793 and 1796 of the Civil Code shall therefore not apply to this Schedule.”</p>		
<b>France</b>	<p>The following is added at the end of the first paragraph in the preamble:</p> <p>“Each Party acknowledges that during the pre-contractual discussions the other party has delivered and has exchanged the volume of information sufficient in order to enter into this Schedule and related contractual documents and had the opportunity to negotiate all terms and conditions.</p> <p>The parties acknowledge and agree that the aggregate of the contractual terms and conditions are a consistent and well-balanced contractual framework regarding each party’s rights and obligations, including but not limited to, warranties, liabilities and financial terms.”</p>	



	<p>The following new Clause 1.9 (Unpredictability (Imprevison)) is added to <a href="#">Clause 1 (Ordering, Payment, Metering, Amendments, Increases and Extensions)</a>:</p> <p><b>“1.9 Unpredictability (Imprevison).</b> It is expressly agreed that the Parties exclude application of article 1195 of French civil code.”</p>					
<b>Germany</b>	<p>The following sentence is added to the end of <a href="#">Clause 1.6 (Interruption of Metering Capabilities)</a>:</p> <p>“To the extent Partner or End User is able to prove that the actual usage was less than the amount invoiced for the respective Billing Period, such use is decisive, provided that the amount is not less than agreed for the Monthly Commitment.”</p>					
	<p>The following is be added to the end of <a href="#">Clause 2.2 (Title)</a>:</p> <p>“If the Products are inseparably combined or mixed with other items not belonging to Dell of which the Products become an essential part (<i>wesentlicher Bestandteil</i>), Dell shall acquire co-ownership of the new item in the ration of the value of the Products to the combined or mixed items at the time of combination or integration. If the Products are combined or mixed in/with other items in such way that the other item is to be regarded as the main item (<i>Hauptsache</i>), The Customer and Dell hereby agree that the Customer shall transfer co-ownership of this item to Dell on a pro rata basis. Dell hereby accepts this transfer.”</p>					
	<p><a href="#">Clause 3.3 (Remedies)</a> is restated as follows:</p> <p><b>“3.3 Remedies.</b> If an Event of Default occurs, to the maximum extent permitted by applicable law, Dell may exercise any one or more of the following remedies: (i) immediately terminate any or all Orders including the associated End User Subscription Forms for <a href="#">Events of Default 3.2</a> (ii)-(v); (ii) immediately terminate any or all Orders including associated End User Subscription Forms if Partner has not paid two consecutive payments or has missed payments for a not insignificant amount of the Fees; (iii) declare immediately due and payable any or all Orders, and Partner is obliged to pay immediately, fees for the Monthly Commitment for the remainder of the Subscription Term along with any past due amounts, and (iv) Dell may enter the Site to recover the Products for any or all Orders. Partner is responsible for the payment of the actual documented costs and reasonable attorney’s fees incurred by Dell in retaking possession of the Products and/or seeking to recover amounts due, including costs for erasure and destruction of Customer Content, where applicable. In order to provide continuity to the End User if there is an Event of Default by Partner in <a href="#">Clause 3.2 (Events of Default) (i), (iii) or (iv)</a>, Dell will take an assignment of the applicable End User Agreement(s) provided the End User Agreement meets the requirements of <a href="#">Clause 3.4 (End User Agreement Requirements for Assignment)</a> and the End User is not in breach of the End User Agreement and the End User Subscription Form.”</p>					
	<p>The table in <a href="#">Clause 4.2 (Assignment of End User Agreement by Event)</a> is replaced by the following:</p> <table border="1"> <thead> <tr> <th>Event</th> <th>Specific Requirements for Assignment</th> </tr> </thead> <tbody> <tr> <td>End User Bankruptcy</td> <td>If required, the consent of the (preliminary) insolvency administrator.</td> </tr> <tr> <td>End User fails to make any payment when due during the Subscription Term due to a change in the End User’s financial circumstances</td> <td>Dell, Distributor or Reseller requested assignment, which consent by the parties shall not be unreasonably withheld.</td> </tr> </tbody> </table>	Event	Specific Requirements for Assignment	End User Bankruptcy	If required, the consent of the (preliminary) insolvency administrator.	End User fails to make any payment when due during the Subscription Term due to a change in the End User’s financial circumstances
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<b>Japan</b>	<p>The following sentences in <a href="#">Clause 1.1 (Ordering)</a> are deleted:</p> <p>“If Dell reasonably determines that the amount of Partner’s original purchase order will not cover the actual Fee due to Reserve Usage, then Dell will notify and discuss the situation with Partner. Upon agreement on the additional funds, Partner will promptly issue a related purchase order for that additional amount.”</p>					
<b>Kingdom of Saudi Arabia, Qatar, or</b>	<p>The third sentence in the preamble shall be deleted and replaced with the following:</p> <p>“For Resellers, this Schedule is governed by the written agreement between you and Dell for the resale of Dell Products and Services or if there is no such agreement, the Reseller Terms of Sale for the United Kingdom available at <a href="#">Reseller Terms of Sale by Location   Dell</a> (in either case “<b>Reseller Agreement</b>”).”</p>					

<p><b>United Arab Emirates</b></p>	<p>A new Clause 1.9 (Dispute Resolution) is added to <a href="#">Clause 1 (Ordering, Payment, Metering, Amendments, Increases and Extensions)</a>:</p> <p><b>“1.9 Dispute Resolution.</b> In the event of a dispute between the parties, arising out of or in connection with this Schedule, any Order or its subject matter or formation (including non-contractual disputes or claims) (“Dispute”) then the Dispute shall be referred to and finally resolved under the London Court of International Arbitration Rules (the “Rules”), which Rules are deemed to be incorporated by reference into this Clause. For the purposes of any arbitration commenced pursuant to this Clause: (i) there shall be a sole arbitrator; (ii) the seat, or legal place, of the arbitration shall be in the Dubai International Financial Centre in Dubai, UAE (notwithstanding the place of jurisdiction identified in the Agreement); (iii) the governing law of the parties’ decision to arbitrate shall be the law of the Dubai International Financial Centre and the governing laws any Dispute are the laws of the Agreement, (iv) the arbitration hearings shall take place in Dubai, UAE; (v) the language to be used in the arbitration proceedings shall be English; and (vi) the award of the arbitrator shall be final and binding on the parties. The parties agree that each of them will not challenge any arbitral award made pursuant to arbitration proceedings conducted in accordance with this Clause in any court and will submit to the jurisdiction of the courts of the Dubai International Financial Centre for the purposes of enforcement proceedings. The parties agree that each of them will not object to or challenge any application to enforce any arbitral award made pursuant to arbitration proceedings conducted in accordance with this Clause in any court and will submit to the jurisdiction of the courts of the Dubai International Financial Centre. Any right of appeal or reference to points of law to the courts is waived, to the extent that such waiver can be validly made under applicable law. Nothing in this Schedule prevents or prohibits either party from seeking urgent interim relief in any UK court of competent jurisdiction, including pre-arbitral attachments, temporary restraining orders, temporary injunctions, permanent injunctions and/or orders of specific performance, as may appear reasonably necessary to preserve the rights of either party. The application by either party to a judicial authority for such measures shall not be deemed to be an infringement or a waiver of the parties’ decision to arbitrate and shall not affect the relevant powers reserved to the arbitrator pursuant to this Clause.”</p> <hr/> <p>A new Clause 1.10 (Language) is added to <a href="#">Clause 1 (Ordering, Payment, Metering, Amendments, Increases and Extensions)</a>:</p> <p><b>“1.10 Language</b> This Schedule and any Orders will be written and construed in the English language, and all questions of interpretation of this Schedule and any Orders shall be resolved by reference to the same as written in English. This Schedule and any Orders may not be translated in to Arabic without the prior written consent of Dell. If the Schedule or any Orders is translated into the Arabic language or any other foreign language, the English version will prevail for all purposes, including any disputes or claims that may be resolved by any legal proceeding. All communications between the parties in relation to this Schedule and any Orders shall be in English. If, in either case, a version translated into the Arabic language is required, Partner will prepare the translation. If the translation of any communication into the Arabic language is required, Partner shall be responsible for any associated costs, including any cost that Dell incurs in order to verify that a translation provided by Partner is accurate. Partner acknowledges that any translation, whether commissioned or paid for by Dell or Partner, shall be the property of Dell and shall constitute a part of Dell’s confidential information.”</p> <hr/> <p>The following sentence is included at the end of <a href="#">Clause 2.2 (Title)</a>:</p> <p>“Distributor and Reseller must hold the Products as Dell’s fiduciary agent and bailee. Distributor must also procure reseller and End User to hold the Products as Dell’s fiduciary agent and bailee.”</p> <hr/> <p>The following new Clause 3.5 is added to <a href="#">Clause 3 (Termination, Events of Default; Remedies, and End User Agreement)</a>:</p> <p><b>“3.5 No Compensation on Termination.</b> Partner acknowledges and agrees that in entering into this Schedule and any Orders and in the course of its performance it has incurred expenses both in terms of capital outlay and day to day operational expenses for which it has been adequately compensated by the mutual benefits financial and otherwise which it has derived from this Schedule and any Orders. Accordingly, Partner agrees that notwithstanding any local rule of law or any dictates of custom and practice whether applicable in the location of the Site, or otherwise, no termination of this Schedule or any Orders made in accordance with its terms shall be considered by Partner to be wrongful, abusive or inconvenient and Partner shall not as a consequence of such termination make any claim against Dell for</p>
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compensation for loss of any rights, loss of goodwill, loss of future profits or any similar loss.”

The following new Clause 3.6 is added to [Clause 3 \(Termination, Events of Default; Remedies, and End User Agreement\)](#) for only the Kingdom of Saudia Arabia and United Arab Emirates:

**“3.6 Consequences of Termination.** The parties acknowledge and agree that on expiry or termination of this Schedule or any Orders in accordance with its terms for any reason, Partner shall apply to cancel the registration (if any) of this Schedule and any Orders and of all documents referring to or relating to the continuation in force of this Schedule or any Orders or of Partner’s rights under this Schedule or any Orders, including any agreement registered in accordance with Clause 10 (Registration), in all places where this Schedule and such documents may have been registered and Partner has no objection to the appointment by Dell of a new agent, partner or reseller from the location of the Site in place of the Partner.”

The following new Clause 3.6 is added to [Clause 3 \(Termination, Events of Default; Remedies, and End User Agreement\)](#) for only Qatar:

**“3.6 Consequences of Termination.** The parties acknowledge and agree that on expiry or termination of this Schedule or any Orders in accordance with its terms for any reason, Partner shall apply to cancel the registration (if any) of this Schedule and any Orders and of all documents referring to or relating to the continuation in force of this Schedule or any Orders or of Partner’s rights under this Schedule or any Orders, including any agreement registered in accordance with Clause 10 (Registration), in all places where this Schedule and such documents may have been registered and it will execute and hand over to Dell a certificate in a form and of content which is approved by Dell and which is attested by a notary public in the State of Qatar which shall certify that all registrations with and licences and other approvals given by authorities in the State of Qatar with respect to this Schedule and any Orders and the relationship between the parties are null and void and of no further effect and that the Partner has no objection to the appointment by Dell of a new agent, reseller or of a distributor in the State of Qatar in place of the Partner.”

The following are added to [Clause 7 \(Definitions\)](#):

**For the Kingdom of Saudia Arabia, Qatar and United Arab Emirates:**

**“7.16 “Regulatory Approvals”** means all rights and approvals of the Regulatory Authorities necessary or appropriate to enable Partner or Dell to perform each of their obligations under this Schedule, and to enable the Products to be supplied and the Services to be provided to End Users in the jurisdiction where the Site is located, including all approvals, registrations, certifications, permits, authorisations, trade and other licenses, consents, non-objections, waivers, releases and any renewals thereof.”

**7.17 “Regulatory Authorities”** means all authorities, agencies, regulatory bodies and government offices and departments in the jurisdiction where the Site is located, which from time to time monitor and/or enforce compliance with any applicable laws, including those relating to the Products.”

**For the Kingdom of Saudia Arabia only:**

**“7.18 “Commercial Agency Laws”** means any applicable law in the Kingdom of Saudi Arabia from time to time relating to commercial agencies, trade agencies or the like, including the Commercial Agency Law enacted by Royal Decree No 11 of 20/2/1382 (1962) as amended by Royal Decree No 5 of 1389 H (1969) and Royal Decree No 32 of 1400 H (1980), as amended.”

**For Qatar only:**

**“7.18 “Commercial Agency Laws”** means any applicable law in the State of Qatar from time to time relating to commercial agencies, trade agencies or the like, including the Commercial Agent’s Law No. (08) of 2002.”

**For United Arab Emirates only:**

**“7.18 “Commercial Agency Laws”** means any applicable law in the United Arab Emirates from time to time relating to commercial agencies, trade agencies or the like, including United Arab Emirates Federal Law No. 18 of 1981, the Law of Commercial Agencies and their Organisation, as amended.”

New Clauses 9 (Regulatory Approvals) and 10 (No Registration) are added to this Schedule:

	<p><b>“9. Regulatory Approvals.</b></p> <p><b>9.1. Undertaking.</b> Partner undertakes and agrees with Dell to, at Partner’s costs (including paying any fees imposed by the Regulatory Authorities), obtain and maintain for the duration of this Schedule and each Order, all Regulatory Approvals required for Partner to perform its obligations under this Schedule. Partner further undertakes and agrees that it shall: (i) provide Dell promptly with such assistance as may be requested by Dell from time to time in connection with applications for Regulatory Approvals in respect of the Products; (ii) monitor and manage the Regulatory Approvals, including notifying Dell as soon as reasonably practicable of expiry or renewal dates for the Regulatory Approvals for the Products and liaising with Dell to ensure that the Regulatory Approvals are renewed or updated promptly; (iii) monitor the applicable laws as they relate to the Products and in a timely manner notify Dell of any changes (actual or proposed) in relation to the same; (iv) within five (5) business days of becoming aware of the same, provide Dell with full details of any correspondence or other communications (whether in oral or written form) from a Regulatory Authority in connection with any Regulatory Approvals; (v) within the deadlines set out in the applicable law, notify the relevant Regulatory Authorities of any significant changes and/or modifications in the Products which are made by Dell from time to time and which must, under the applicable law, be notified to the Regulatory Authorities; and (vi) after consultation with Dell and in accordance with Dell’s instructions, submit any reports or communications to the relevant Regulatory Authorities as required and within the deadlines set out in the applicable laws.</p> <p><b>9.2 Name.</b> Unless it is a mandatory requirement of the applicable laws (which Partner shall reasonably demonstrate to Dell through documentary evidence if requested) that any Regulatory Approvals are required to be held in the name of Partner, Dell shall be the holder of the Regulatory Approvals. If any Regulatory Approvals are required to be held in Partner’s name, Partner acknowledges and agrees that it shall hold such Regulatory Approvals on trust for Dell so that Dell can enjoy their full benefit. Upon request by Dell or on termination or expiry of this Schedule, Partner shall: (i) provide any original certificates of Regulatory Approvals to Dell or its nominee; (ii) transfer the Regulatory Approvals to Dell or its nominee; and (iii) refrain from doing anything which may affect the smooth supply of the Products by Dell or its nominee.</p> <p><b>10. No Registration</b></p> <p><b>10.1. Relationship of the Parties.</b> Dell and Partner shall be independent contractors and nothing in any Order, this Schedule nor the Agreement is intended to make either party a general or special agent, legal representative, subsidiary, joint venturer, partner, fiduciary, employee or servant of the other for any purpose. Neither party shall act on behalf of the other without the other party’s prior written consent, and neither party shall be liable to any third party for any act or omission of the other party or for any obligation or debt incurred by such other party. Partner must prominently identify itself in all dealings with End Users, customers, lessors, contractors, suppliers, public officials, employees and others as the Partner pursuant to this Schedule.</p> <p><b>10.2. No Registration.</b> Partner acknowledges and agrees that in the absence of a mandatory requirement under the Commercial Agency Laws to record the existence of any Order, this Schedule or the Agreement, then Partner shall not register, any Order, this Schedule or the Agreement. Partner shall, in the absence of a mandatory requirement under the Commercial Agency Laws to record the existence of the End User Agreement, not register the End User Agreement.”</p>
<p><b>New Zealand</b></p>	<p>The following sentence of <a href="#">Clause 2.5 (Warranty)</a> is revised as follows:</p> <p><b>“Subject to those conditions and warranties that cannot be lawfully excluded or modified, including without limitation under the Consumer Guarantees Act 1993 or any similar law, to the maximum extent permitted by applicable law, Dell: (a) makes no other express warranties; (b) disclaims all implied warranties, including merchantability, fitness for a particular purpose, title and non-infringement; and (c) disclaims any warranty arising by statute, operation of law, course of dealing or performance or usage of trade.”</b></p>
<p><b>Poland</b></p>	<p>The following is added as a new Clause 1.9 to <a href="#">Clause 1 (Ordering, Payment, Metering, Amendments, Increases and Extensions)</a>:</p>

	<p>“1.9. Dell, has the status of a large enterprise within the meaning of Article 4(6) of the Act on the Prevention of Excessive Delays in Commercial Transactions of 8 March 2013.”</p> <p>The following is added as an additional sentence to <a href="#">Clause 2.5 (Warranty)</a>:</p> <p>“The parties hereby exclude the warranty pursuant to Article 558 § 1 of the Civil Code, as well as any other excludable statutory warranties arising under applicable law (to the full extent permitted by law). This warranty is agreed between the parties and is not a unilateral statement referred to in Article 577 of the Civil Code.”</p>						
<b>Portugal</b>	<p><a href="#">Clause 5 (Assignment of Schedule or Orders)</a> is amended by including the following sentence at the end of the clause:</p> <p>“In which case, the assignment or transfer is effective upon notice to Partner End Users of such assignment or transfer.”</p>						
<b>Switzerland</b>	<p>The following sentence is added to the end of <a href="#">Clause 1.6 (Interruption of Metering Capabilities)</a>:</p> <p>“To the extent Partner or End User is able to prove that the actual usage was less than the amount invoiced for the respective Billing Period, such use is decisive, provided that the amount is not less than agreed for the Monthly Commitment.”</p> <p>For <a href="#">Clause 2.5 (Warranty)</a> (b) and (c) do not apply.</p> <p>The table in <a href="#">Clause 4.2 (Assignment of End User Agreement by Event)</a> is replaced by the following:</p> <table border="1" data-bbox="285 827 1511 1087"> <thead> <tr> <th data-bbox="285 827 808 877">Event</th> <th data-bbox="808 827 1511 877">Specific Requirements for Assignment</th> </tr> </thead> <tbody> <tr> <td data-bbox="285 877 808 940">End User Bankruptcy</td> <td data-bbox="808 877 1511 940">If required, the consent of the (preliminary) insolvency administrator.</td> </tr> <tr> <td data-bbox="285 940 808 1087">End User fails to make any payment when due during the Subscription Term due to a change in the End User’s financial circumstances</td> <td data-bbox="808 940 1511 1087">Dell, Distributor or Reseller requested assignment, which consent by the parties shall not be unreasonably withheld.</td> </tr> </tbody> </table>	Event	Specific Requirements for Assignment	End User Bankruptcy	If required, the consent of the (preliminary) insolvency administrator.	End User fails to make any payment when due during the Subscription Term due to a change in the End User’s financial circumstances	Dell, Distributor or Reseller requested assignment, which consent by the parties shall not be unreasonably withheld.
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<b>Taiwan</b>	<p>Notwithstanding anything to the contrary contained in this Schedule, Resellers may appoint resellers to resell Subscriptions to End Users so long as they satisfy the requirements of <a href="#">Clause 1.4 (End User Subscription Form)</a>.</p>						