

Cloud Service Provider Schedule to the Master Agreement

These terms supplement the relevant Ordering Agreement and prevail in the event of any conflict between these terms and the terms in the relevant Order Agreement.

1. **Definitions.** All definitions set forth in the Ordering Agreement apply, in addition to the definitions stated below.

1.1 “Client” means a third party who procures and receives the Service Offering from Customer.

1.2 “Service Offering” means Customer’s information technology as a service offering, in the form of software-as-a-service (“SaaS”), infrastructure as a service (“IaaS”), platform as a service (“PaaS”) hosted, turn-key, on-demand, service bureau or similar basis.

1.3. “Cloud Service Provider” means a Customer that provides Service Offerings to Clients as defined herein.

2. **Software Licensing.**

2.1 Cloud Service Provider License Grant. In addition to the license granted in the relevant Ordering Agreement and subject to Customer’s compliance with the terms of the relevant Ordering Agreement and the EULA, Supplier grants to Customer a nonexclusive, nontransferable (license to use the Software and Documentation during the period of the license for Customer’s Service Offering. Supplier also authorizes Customer to grant the Clients remote or limited access to and the limited right, during the period in which Customer is providing the Service Offering to its Client(s), to use Software solely in order to utilize, process and manipulate the information, data and records of the Client(s) stored on, controlled by or accessed through the Products as a part of the Service Offering. Customer shall not and shall require its Clients to not make any other use whatsoever. Customer shall be responsible for any access to and use of Products by its Clients as if such access was by Customer.

2.2 License Restrictions. This license grant is subject to the license restrictions contained in the EULA at www.dell.com/eula, except that no restriction to use the license on a service bureau, rental or managed services basis shall apply.

2.3 Termination of License. Supplier may terminate the specific License granted in this Schedule upon ten days prior written notice, in the event that Customer is no longer a participating partner in the Cloud Service Provider Track of the Dell Technologies Partner Program. Any such termination shall not apply to Cloud Service Provider Licenses granted under this Schedule prior to termination.