

## 2022 Dell DTW NFT License

**NOTE:** This disclaimer should be a scroll down and click through acknowledgment upon entering the site.

### 1. Disclaimer

You understand that you are entering websites controlled by and run solely by NFT.Kred. Such websites are not controlled by or run by Dell Technologies Inc. ("Dell"). You understand that NFT.Kred is solely responsible for minting the Dell Technology World non-fungible token deployed on the Solana blockchain ("NFT") and creation of your required digital wallet. Because Dell has no control over such websites and resources, you acknowledge and agree that Dell is not responsible for the availability of such websites or resources, and does not endorse and is not responsible or liable for any content, advertising, products, or other materials on or available from such websites or resources. You further acknowledge and agree that Dell shall not be responsible or liable, directly or indirectly, for any damage or loss caused or alleged to be caused by or in connection with use of or reliance on any such content, goods or services available on or through any such website or resource, including related to the creation of a digital wallet and the minting, custody and/or transfer of the NFT.

Access to the NFTs are subject to the following terms, conditions and notices (the "License").

### 2. Eligibility

Required actions: To be eligible for the NFT giveaway, participants must visit the APEX & Multi-Cloud booth and complete the augmented reality activation. The activation includes locating four augmented reality "targets," scanning those targets with a tablet provided in the booth, watching the value-themed animation that appears (either simplicity, agility, or control) and then visiting three different kiosks in the booth to speak with a Dell Technologies representative about how a specific offer or solution provides customers one of the aforementioned values: simplicity, agility, and control, respectively. Participants must visit three different booths and talk with a representative about a different value per booth. The fourth target is the "reward" target—no conversation required. After scanning all four targets, and talking to three different Dell representatives, participants must return the tablet to the activation station, after which they will be given a QR code to claim the NFT.

You agree and represent that if you are a Public Customer (as defined below), you are not eligible for the NFT unless you have obtained prior written approval from your designated ethics officer and/or legal counsel to accept the NFT, to the extent such approval may be required under your employer's ethics rules or guidance.

This NFT is provided at no cost to any attendee that meets eligibility requirements, and at time of minting is not expected to have any monetary value. The value of the NFT is subject to change, and could gain value over time as a result of market developments or other factors affecting non-fungible tokens. If, under applicable laws or the policies of your employer, you cannot accept an NFT, please do not do so.

### 3. Ownership

You acknowledge and agree that Dell (or, as applicable, its licensors) owns all legal right, title and interest in and to the digital artworks that may be associated with an NFT, and all intellectual property rights therein. The rights that you have in and to the NFT are limited to those described in this License. Dell reserves all rights in and to the NFT not expressly granted to you in this License.

### 4. License

Subject to your continued compliance with the terms of this License, Dell grants you a worldwide, royalty-free, transferrable (subject to the Terms of License below) license to use, copy, and display the NFT solely for the following purposes: (i) for your own personal, non-commercial use; (ii) as part of a marketplace that permits the purchase and sale of your NFTs, provided that the marketplace cryptographically verifies each NFT owner's rights to display the art for their NFTs to ensure that only the actual owner can display the art; or (iii) as part of a third party website or application that permits the inclusion, involvement, or participation of your NFTs, provided that the website/application cryptographically verifies each NFT owner's rights to display the art for their NFT to ensure that only the actual owner can display the art, and provided that the art is no longer visible once the owner of the NFT leaves the website.

### 5. Restrictions

You agree that you may not, nor permit any third party to do or attempt to do any of the foregoing without Dell's express prior written consent in each case:

- a) modify the art for your NFT in any way, including, without limitation, the shapes, designs, drawings, animations, attributes, or color schemes;
- b) use the NFTs to advertise, market, or sell any third party product or service;
- c) use the art for your NFT in connection with images, videos, or other forms of media that depict hatred, intolerance, violence, cruelty, or anything else that could reasonably be found to constitute hate speech or otherwise infringe upon the rights of others;
- d) use the NFT in movies, videos, or any other forms of media, except to the limited extent that such use is solely for your own personal, non-commercial use;
- e) attempt to trademark, copyright, or otherwise acquire additional intellectual property rights in or to the art for your NFT; or
- f) otherwise utilize the NFT for your or any third party's commercial benefit.

To the extent that art associated with your NFT contains any third party intellectual property rights (including, without limitation, patent applications and disclosures, copyrights, trade secrets, trademarks, know-how or any other intellectual property rights recognized in any country or jurisdiction in the world, such as licensed intellectual property from a celebrity or other public figure), you understand and agree as follows:

- x) that you will not have the right to use such third party intellectual property (“IP”) in any way except as incorporated in the NFT, and subject to the license and restrictions contained herein; and
- y) that, depending on the nature of the license granted from the owner of the third party IP, Dell may need to pass through additional restrictions on your ability to use the NFT; and to the extent that Dell or NFT.Kred informs you of such additional restrictions in writing (email is permissible), you will be responsible for complying with all such restrictions from the date that you receive the notice, and that failure to do so will be deemed a breach of this license.

## 6. Terms of License

This License grant applies only to the extent that you continue to own the applicable NFT. If at any time you sell, trade, donate, give away, transfer, or otherwise dispose of your NFT for any reason, the License granted to you will immediately (a) expire with respect to Section 4 for those NFTs without the requirement of notice, and you will have no further rights in or to the art for those NFTs (though Section 1, Section 3, Section 5, and Section 7 will continue to apply) and (b) automatically transfer to the recipient of those NFTs.

## 7. Risks Associated with the Minting, Custody and Transfer of NFTs and Assumption of Risk

YOU ACKNOWLEDGE, UNDERSTAND AND AGREE THAT THERE ARE RISKS ASSOCIATED WITH USING THE NFT.KRED SERVICE TO CREATE A DIGITAL WALLET AND MINT AN NFT, AS WELL AS WITH THE PURCHASING, HOLDING, TRANSFERRING AND SELLING OF NFTS, INCLUDING, WITHOUT LIMITATION, THE FOLLOWING:

- **VALUE OF NFTS.** The prices of all collectibles, including NFTs that are transferred on a blockchain, are volatile and unpredictable and collectibles, including blockchain collectibles, have no inherent or intrinsic value. Significant fluctuations in the value of collectibles, including blockchain collectibles, could affect the value of your NFTs. We do not, in any manner, make any representations of any kind that the value of your collectibles, including blockchain collectibles, currently have or will attain any future value. Value of collectibles, such as NFTs, is subjective and factors, events and market forces, including but not limited to the market for cryptocurrencies, may have an impact on the value and demand for any particular NFT.
- **TAXES.** You are solely responsible for determining whether any taxes apply to your minting, custody, transfer, sale or other disposition of the NFT, and for paying any applicable taxes.
- **REGULATIONS AND LAWS.** Regulations and laws covering blockchain transactions, technologies and digital assets are uncertain and still evolving. There is substantial uncertainty as to the characterization and treatment of NFTs and other digital assets under applicable law, including applicable securities, commodities and derivatives laws. New regulations and laws may come into effect that may have an impact on the use of your NFTs, including the ability to transfer your NFTs.

**In addition to assuming the risks outlined above, by minting, purchasing, holding, transferring, using and/or selling the NFTs, you assume all other risks including, but not limited to, risk of losing access to the NFTs due to loss of private key(s); risk of not being able to sell, transfer or**

**dispose of the NFTs; custodial error or purchaser error; risk of hacking and security weaknesses; risk of mining attacks; risk of unfavorable regulatory treatment or intervention by regulators in one or more jurisdictions; risks related to taxation of NFTs; risks of potential information disclosure; risks of uninsured losses; liquidity risks; other unanticipated risks; and volatility risks.** You further acknowledge, understand and agree that the risks described in this Section 7 are risks associated with the services provided solely by NFT.Kred in connection with the minting of the NFT and that Dell has no control or responsibility over such services.

## **8. Additional Definitions**

**“Public Customer”** means any customer or prospective customer employed by, affiliated with or representing the government, including:

- Foreign Government Officials
- U.S. Public Customers (to include publicly-funded educational institutions and all healthcare providers)
- Public officials or political candidates
- Employees of global, national, state, or local governments or political parties world-wide;
- Entities or people hired to act on behalf of the government with respect to that engagement;
- Employees of international organizations, like the World Bank, United Nations, International Olympic Committee, Red Cross or member of a royal family;
- Employees/officers of a business that is partially owned or funded by the government, including state-owned hospitals, banks, oil companies and other businesses owned in whole or in part by the government;
- Spouses, children or close relatives of a government employee; and
- Any U.S. healthcare program or provider that receives federal funding (e.g. Medicare/Medicaid), including individual physicians, nursing homes, public and private hospitals.

**“Foreign Government Official”** means, in addition to public officials, candidates, and employees of national, state, or local governments or political parties, people hired to act on behalf of the government are also considered government customers with respect to that engagement. So, for example, if someone is hired to prepare a proposal on behalf of the government, that person is considered a government customer with respect to that engagement. Employees of international organizations such as the Red Cross, and members of a royal family are considered government customers. In addition, any employee of a business where the government owns 50% or more of the business is considered a government customer. In some places in which we do business, that means hospitals, banks, energy and fuel

providers, and other businesses owned in whole or in part by the government are considered government customers.