

Dell Expert Network - Membership Terms and Conditions (Canada)

These terms and conditions, including the additional documents referenced herein (collectively, the “**Terms**”) describe the benefits, criteria, conditions, requirements and rules of membership and participation in the Dell Expert Network Program (the “**Program**”). These Terms are a legal agreement between you (“**you**” or “**Member**”) and Dell Technologies and its direct and indirect subsidiaries (“**Dell**”). By registering and participating in the Program, you agree to these Terms.

Please save a copy of these Terms for your records. Completion of the Program membership application does not mean or imply that you have been accepted into the Program.

In the event you already have an existing agreement with Dell that authorizes your participation in the Program, that agreement will automatically terminate upon your acceptance of this Agreement.

Within these Terms, you will see references to the term “Partner” or “Dell Partner”. Although Members may not simultaneously participate in the Dell Technologies Partner Program (the “**DT Partner Program**”), you may have access to content, tools, materials and information that are also provided to DT Partner Program participants. When you agree to these Terms and participate in the Program, you agree that the obligations and restrictions identified in these Terms that apply to Partners and Dell Partners regarding conduct and the use and protection of the content, tools, materials and information that you may have access to shall apply equally to you as a Member, and you hereby agree to comply with such terms.

1. [Program Overview](#). The Program was created to reward and educate IT Consultants and Managed Service Providers who (a) use Dell products to provide managed services to their customers, and/or (b) refer their customers to purchase products and services from Dell. Members are eligible for rewards on Qualifying Purchases (as defined below) and have access to dedicated sales support on Dell technology, products, and services.
2. [Eligibility and Participation Requirements](#). The Program and associated benefits are available only to entities who accept these Terms and meet the criteria for Program membership as defined and determined by Dell in its sole discretion. To qualify for the Program and Program benefits, you must be a business entity that provides information technology services to small and medium business entities (as determined by Dell in its sole discretion) in the private sector (“**End Customers**”).

The following categories are ineligible for Program membership:

- A. Entities participating in the DT Partner Program or any other Dell resale or channel program.
- B. Entities engaged in the resale of IT hardware products, including but not limited to those who intend to resell equipment and those who utilize a resale tax exemption certificate for IT hardware purchases.

If Dell determines that you fall into one of the above ineligible categories or that you have otherwise violated these Terms, your Program membership may be immediately terminated, and you will not receive any benefits or Rewards related to the Program. If Dell cancels your membership due to a violation of these Terms or other actual or reasonably suspected misconduct, Dell reserves the right to invalidate any Rewards earned prior to termination.

3. [Program Rewards](#).

3.1 [Rewards Calculation and Use](#). If you are accepted into the Program, and for as long as you remain eligible for Program membership, you will receive Dell rewards for every Qualifying Purchase (as defined below), calculated against the subtotal value of those transactions (i.e., before taxes and shipping) (“**Rewards**” or “**Program Rewards**”). The amount of each Reward is set forth on the Program Benefits page of the Member Portal. Your use of Rewards, as well as information regarding expiration dates, is governed by the Dell Rewards Terms and Conditions located [here](#).

3.2 [Qualifying Purchase](#). A “**Qualifying Purchase**” is defined as a purchase which is made via one of the following purchase options that is not later returned:

- A. An order placed by you, the Member, directly with Dell, to be used in a managed service for your End Customer. Such purchases may not later be resold or transferred to an End Customer.
- B. An order placed by you, the Member, directly with Dell, to be used for your internal business purposes.
- C. An order placed by your End Customer directly with Dell, which Dell can link to your account if the End Customer references your company or uses your online coupon code at the time of purchase.

For clarification, the following purchases will not be considered a Qualifying Purchase:

- A. Any purchase made by, or for the benefit of, a public entity.
- B. Any purchase made by an End Customer who is not linked to your account and does not provide your company information or online coupon code at the time of purchase.
- C. Any purchase made by, or for the benefit of, an ineligible End Customer (as determined by Dell), such as an End Customer who is a member of the DT Partner Program, or an End Customer with whom you are affiliated.
- D. Any purchase made in violation of these Terms or that Dell otherwise deems to be fraudulent.

3.3 **Rewards Cap.** Rewards are subject to the applicable quarterly rewards cap set forth on the Program Benefits page of the Member Portal (the “**Rewards Cap**”). Dell reserves the right to change the Rewards Cap at any time. For purposes of the Rewards Cap, the Program will follow Dell’s fiscal quarterly calendar.

4. **Additional Program Benefits.** In addition to being eligible for Rewards, Members may receive complimentary access to courses on Dell products and services and will have the assistance of a dedicated Account Manager who will serve as a single point of contact regarding Program membership and Rewards (“**Account Manager**”). Members may also be provided additional benefits from time to time, such as participation in events, campaigns, access to the Dell Solutions Center and Microsoft Technology Center, and special offers.

5. **Member Conduct.**

5.1 **General Rules and Restrictions.**

- A. You may not purchase Dell products for resale.
- B. All purchases made by you and your End Customers are subject to Dell’s then-current Terms and Conditions of Sale.
- C. You are fully responsible for all recommendations that you provide, and services that you perform, for your End Customers.
- D. Program benefits may be changed or canceled at any time by Dell, including the Rewards percentages and Rewards Cap.
- E. Dell reserves the right to modify or discontinue the Program at any time and for any reason. In the event of termination of the Program by Dell for its convenience, you will receive any Rewards earned as of the date of termination.
- F. At all times during your participation in the Program, you will:
 - i. Conduct business in a manner which reflects favorably on the products, services, goodwill and reputation of Dell.
 - ii. Conduct business in an ethical manner and avoid any business practices that may be perceived as deceptive, misleading or otherwise improper.
 - iii. Not misrepresent yourself in any way, such as representing yourself as a Dell employee.
 - iv. Not make any false or misleading statements regarding Dell or Dell’s products or services.
 - v. Comply with your obligations under Dell’s Partner Code of Conduct, which is currently located [here](#) (the “**Code of Conduct**”).
 - vi. Comply with all applicable laws, rules, and regulations with respect to products, services, or solutions you provide or refer to End Customers.
- G. You agree that you will not share (with your End Customers or other third parties), publish, submit, or post any blog, social media post, tweet, text, photograph, video, music, audio/sound recording, artwork, or other content, material, or information (collectively, the “**Material**”) containing any information about Dell, Dell employees, Dell products, Dell partners, Dell suppliers or other Members that:
 - i. Violates or infringes any rights of any other party, including but not limited to copyright, trademark, privacy, publicity, or any other intellectual property rights.

- ii. Is disparaging, inappropriate, indecent, obscene, hateful, tortious, defamatory, slanderous, or libelous.
- iii. Is unlawful, in violation of or contrary to the laws or regulations of any jurisdiction where the Material is created.
- iv. You know or reasonably should know to be false, inaccurate, or misleading.
- v. Includes any claims that would require substantiation, other than as provided and approved by Dell.
- vi. Is, or may reasonably be considered to be, hate speech, or promotes bigotry, racism, hatred, or harm against any group or individual or promotes discrimination based on race, gender, religion, nationality, disability, sexual orientation, or age.
- vii. Contains Dell or Program related material or content for which you have been compensated or appear to have been compensated or granted any consideration by any third party without clearly disclosing that you have been compensated.
- viii. Is not in compliance with the Code of Conduct.

5.2 **Anti-Corruption Laws.** “**Anti-Corruption Laws**” means the anti-corruption or anti-bribery laws in effect in jurisdictions where you operate or purchase Dell’s products or services. Anti-Corruption Laws specifically include the Foreign Corrupt Practices Act of the United States and Canada’s Corruption of Foreign Public Officials Act of 1999. The Anti-Corruption Laws apply to your purchases of Dell’s products and services, and to the performance of services to your End Customers. You agree to comply with the Anti-Corruption Laws. You will not, in connection with your participation in the Program, take or allow any third party to take, any action or engage in any practice that would violate the Anti-Corruption Laws. You represent and warrant that neither you nor any of your directors, officers or employees, who have decision-making authority with respect to these Terms or your participation in the Program, are government officials or have been convicted of any offense involving bribery, corruption, fraud or dishonesty, or to the best of your knowledge, have been or are the subject of any investigation, inquiry or enforcement proceeding by any governmental, administrative or regulatory body regarding any offense or alleged offense under the Anti-Corruption Laws. You will (a) maintain, throughout the duration of dealings between you and Dell, your own anti-corruption policies and procedures, including adequate procedures designed to ensure that you and any third party you engage in connection with Dell’s products or services, these Terms or the Program comply with the Anti-Corruption Laws; (b) provide a copy of such policies and procedures to Dell on request; and (c) monitor and enforce such policies and procedures as appropriate. Dell may, without any liability to you, immediately terminate these Terms or your participation in the Program, or suspend its performance hereunder (including withholding Rewards), if (1) Dell has reason to believe that you have breached these Terms or that a breach may occur, or (2) you refuse to provide information requested by Dell to confirm your compliance with this paragraph. Any Rewards which Dell Technologies has paid to you will be automatically terminated and cancelled, and you will promptly refund such Rewards (if used) to Dell if you violate the Anti-Corruption Laws with regard to any transaction for which the Rewards were paid.

5.3 **Customs, Export Controls, and Sanctions Compliance.** Your participation in the Program, and Dell’s acceptance of any order from you or your End Customers, is contingent upon your agreement to, and compliance with, all of the following:

A. You agree to abide by, and to assume sole responsibility for obtaining, and complying with the requirements of, all required export, re-export, in-country transfer, and import licenses, registrations, and other government authorizations relating to Dell products and services that you purchase and use. You further agree that, in connection with products and services supplied to you by Dell and any goods or services that you provide to your customers, you will not contract with or otherwise do business with any individual, company, organization or other entity, or with, in or involving any country or territory (including without limitation, Cuba, Iran, North Korea, Syria, Russia, Belarus, and the Crimea, Donetsk, and Luhansk regions of Ukraine), that is the subject or target of any U.S. or other government sanctions or trade embargoes or otherwise identified on a list of prohibited, sanctioned, debarred, or denied parties, including but not limited to those imposed, administered or enforced from time to time by the U.S. government through the Office of Foreign Assets Control (“OFAC”) of the U.S. Department of the Treasury, the Bureau of Industry and Security (“BIS”) of the U.S. Department of Commerce, or the U.S. Department of State, the European Union, or His Majesty’s Treasury of the United Kingdom (collectively, “**Sanctions**”), without having first obtained any required license or other government authorization or in any manner which would result in a violation of Sanctions by you or Dell.

B. Neither you nor any of your subsidiaries nor any of your or your subsidiaries’ directors, administrators, officers, board of directors (supervisory and management), members or employees is the subject

or target of any Sanctions.

C. You have adequate controls and systems in place to screen, and are fully responsible for screening, transactions of all customers and other third parties who may assist, benefit from, or provide goods or services to, or receive goods or services from, you and to ensure compliance with applicable laws pertaining to Sanctions.

D. You have appropriate procedures in place to comply with (and to ensure timely reporting under) the requirements of the anti-boycott laws and regulations of the United States and other jurisdictions in which Dell Technologies does business.

E. You have adequate policies and procedures in place to ensure that, and will ensure that, the products and services provided in connection with these Terms or the Program, including any associated intellectual property rights or trade secrets that may accompany them, will not be exported, re-exported, sold, leased or otherwise transferred to, or utilized by, an end-user engaged in any of the following activities: (i) activities related to weapons of mass destruction, including any activities related to the design, development, production or use of: (a) nuclear weapons, materials or facilities; (b) missiles or the support of missile projects; or (c) chemical or biological weapons; (ii) terrorist activities (iii) military end uses in or connected with certain government owned or controlled corporations of such countries as identified by U.S. and other applicable government licensing authorities; (iv) exploration or production of oil and gas in Arctic, deep water (greater than 500 feet), or shale formations in Russia or in, by, or with Russian companies, territories, or any other entities as identified by BIS and/or OFAC.

F. Unless prohibited by law or compulsory governmental process, you agree to provide notice to Dell in a commercially reasonable manner of any government action or communication that you receive or become aware of concerning Sanctions or trade compliance relating to the products and/or services provided by or to you and to or by Dell.

G. Any goods, software, technology, or source or object code provided by you and installed on, exported with, or used as part of the Dell products or services are authorized for export, re-export, or transfer pursuant to an export license obtained by you or is otherwise covered by a license exception.

H. You are responsible for accurately reporting and providing all applicable export license, product classification information, end-user and end use statements, and destination control statements required by applicable customs, export controls, and sanctions laws.

I. Trade Compliance requirements available at <http://www.dell.com/tradecompliance> contain further information and requirements on compliance with laws and regulations related to this Section and then-current restrictions you must adhere to.

J. Nothing in this Section is to be construed as authorization by Dell for you to market or use Dell's products or services in violation of the provisions of these Terms. Dell reserves all rights and remedies to enforce the requirements and restrictions in this Section including injunctive relief, damages, and cancellation/termination of these Terms and your participation in the Program.

6. [Member Portal](#).

6.1 [Grant of License](#). Dell may provide you, or you may receive, (a) access to Program related websites, platforms, applications (web or mobile), tools, trainings and other resources (collectively, the "**Member Portal**"), and (b) "**Information**", which includes Confidential Information (as defined below), "**Customer Data**" (as defined in the Customer Data Terms located [here](#)) and "**Personal Information**" (as defined below). Subject to the conditions and restrictions set forth herein, Dell grants you a limited, revocable, non-assignable, non-sublicensable, non-transferrable, non-exclusive license, while these Terms are in effect, to access and use the Member Portal and Information solely for your internal use and only for the purposes of (a) learning about Dell's products and services, (b) assisting you in communicating with your End Customers about Dell's products and services; and (c) developing your value-added services to enable and support your End Customers use of Dell's products and services. You will use the Member Portal and Information solely in accordance with (i) these Terms, (ii) any additional terms and conditions that may accompany the Member Portal or Information, such as a clickwrap or browsewrap agreement or a notice indicating that additional terms apply to the Member Portal or Information (collectively, "**Accompanied Terms**"), and (iii) the Site Terms of Use located [here](#) if you access or use the Member Portal or Information through a Dell website. You will use and manage Customer Data in accordance with and subject to the Customer Data Terms located [here](#). In the event of conflict among these terms, the order of precedence is: Accompanied Terms, Customer Data Terms, these Terms, and the Site Terms of Use. All Information shall remain the property of Dell. Any rights not expressly granted to you are reserved by Dell.

6.2 **Access Requirements**. As a Member, it is your responsibility to (a) manage permission and access to the Member Portal for your company personnel, ensuring each user has proper access rights, including promptly deactivating access for reassigned or terminated personnel; (b) provide prompt, written notification to Dell of any changes that may affect your participation in the Program or access to the Member Portal; and (c) designate an individual (“**Member Account Administrator**”) to perform the tasks in subparts (a) and (b) above and to receive any notice that Dell is required to give under these Terms.

6.3 **Errors and Availability**. Dell is not responsible for any errors or delays in transmission that may occur in the Member Portal. Security procedures used in the Member Portal are solely for the purposes of authentication of a transmission. All transmissions are considered received by Dell only when actually received by Dell. Access to the Member Portal may be unavailable without notice at certain times, and Dell will not be liable for any damages or losses that may result.

7. **Dell Logos and Trademarks**. If you qualify as a Premium or Elite Member (per the requirements set forth on the Program Benefits page of the Member Portal), Dell agrees to grant you a limited, revocable, non-assignable, non-sublicensable, royalty free, non-exclusive license to use its name, logo, and trade and service marks (the “**Dell Marks**”) for the purpose of accurately identifying the Dell products and related services and describing the Program to End Customers in accordance with these Terms. You must obtain prior written approval from Dell for all uses of Dell’s Marks, and you agree to preserve and respect the value and integrity of the Dell Marks, and comply with all Dell brand, trademark, and logo guidelines. You shall change or correct, at your expense, any material or activity that Dell decides is inaccurate, objectionable, misleading, or a misuse of the Dell Marks. You agree that the Dell Marks are and shall remain the property of Dell. You may not register or use any domain name, business name, email address, social media handle, or other designation of identity or origin containing or confusingly similar to any Dell Marks without Dell’s prior written permission, and you shall assign any such designations to Dell at your expense upon Dell’s demand. You will not incorporate Dell Marks into your product names, service names, or any other similar designations. You will not use the Dell Marks in search engine advertising, either as a keyword or in advertisements appearing on search engines without Dell’s prior written permission – however, such use restriction will not apply where prohibited by applicable law. In particular, bidding on keywords is permissible without Dell’s prior written permission in the European Economic Area (EEA), Switzerland, San Marino, Vatican State, Australia and Japan. Your use of the Dell Marks inures to the sole benefit of Dell. You acknowledge that images and artwork provided to you by Dell of Dell products or services are copyrighted or licensed by Dell, and you will not alter these images or artwork or use them outside of the context in which they were provided to you.

8. **Termination**.

8.1 **Termination**. You may withdraw from the Program at any time by notifying Dell in writing. Dell may suspend or terminate your participation in the Program, in whole or in part, without prior written notice: (a) for any breach of these Terms or any other agreement related to your participation in the Program, or (b) for any attempt to impair the integrity of the Program as determined by Dell. In addition, Dell, in its sole discretion, may terminate these Terms or the Program in whole or in part, for all Program Members, or for you alone, without cause, upon ten (10) days’ notice.

8.2 **Effect of Termination**. Upon termination of these Terms or your participation in the Program for any reason, the license and rights granted to you in these Terms shall terminate completely, you shall cease to use Information, Dell Marks and Member Portal and shall promptly return to Dell all tangible copies of the Information in your or your personnel’s possession at your own cost. Nothing in this Section shall limit Dell’s rights to pursue other legal remedies, including immediate court or judicial relief. All provisions that by their nature are intended to survive the termination shall survive.

8.3 **Termination of Member Portal Access**. Dell has the right to terminate or discontinue your or any of your personnel’s access to the Information or Member Portal, at its convenience.

9. **WARRANTY DISCLAIMER**. **DELL PROVIDES NO WARRANTIES OR CONDITIONS AND SPECIFICALLY DISCLAIMS ALL WARRANTIES AND CONDITIONS WITH RESPECT TO THE PROGRAM (INCLUDING ALL INFORMATION, TOOLS, AND OTHER MATERIALS RELATED TO OR PROVIDED UNDER THE PROGRAM), EITHER EXPRESS OR IMPLIED, INCLUDING ANY IMPLIED WARRANTY OR CONDITION OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR NON-INFRINGEMENT, AND ANY WARRANTY ARISING BY STATUTE, OPERATION OF LAW, COURSE OF DEALING OR PERFORMANCE, OR USAGE OF TRADE. YOU UNDERSTAND THAT THE PROGRAM DOES NOT GUARANTEE THAT YOU WILL MAKE ANY SALES OR PROFITS. ALL DELL INFORMATION IS PROVIDED “AS IS”.**

10. **Indemnification**. You will indemnify, defend, and hold Dell and its affiliates, subsidiaries, parent and related companies, officers, directors, agents, and employees harmless from and against any and all third-party claims, settlements, judgments, liabilities, damages, losses, suits and expenses of any nature whatsoever, including reasonable outside attorneys’ fees (and fees incurred in enforcing this provision), arising out of, based upon or in

connection with, (i) any breach or alleged breach of your obligations or responsibilities under these Terms, including any of your representations, warranties, or omissions hereunder; (ii) your alleged or actual negligence or violation of applicable law; (iii) the recommendations that you provide, and/or services that you perform, for your End Customers; or (iv) death, bodily injury, or property damage to a third-party actually or allegedly caused in whole or in part by your actions or omissions. You will not settle any claim under this section without Dell's prior written consent, such consent not to be unreasonably withheld.

11. **Limitation of Liability**. In no event shall Dell be liable or responsible to you for any incidental, indirect, special, or consequential damages whatsoever, even if Dell has been advised, knew of, or should have known of the possibility thereof. In no event is Dell liable for lost income, revenue, or profits, loss of business opportunity, loss of good will or reputation, lost or corrupted data or software, business interruption, or procurement of third-party products or services. Dell's total liability under these Terms shall not exceed the amount of the Rewards paid to you by Dell for Qualifying Purchases you placed during the preceding twelve (12) months.

12. **Information**.

12.1 **Confidential Information**. In connection with the Program, you may have access to or be exposed to (through the Member Portal or other means) materials, data, or information, whether in written, oral, electronic, website-based, or other forms, that is not generally known to the public (collectively, "**Confidential Information**"). You will keep all Confidential Information strictly confidential until three (3) years after the termination of these Terms, using at least the same degree of care as you use to protect your own confidential information, but no less than reasonable care. Notwithstanding anything to the contrary in these Terms, your confidentiality obligations with respect to Personal Information and trade secrets (including technical information about products and services and all information about unreleased products and services) of Dell shall never expire. You may share Confidential Information with only your employees who have a need to know in furtherance of the business relationship between you and Dell and who are subject to legally binding obligations of confidentiality at least as restrictive as those imposed on you in these Terms. You are fully liable for any breach of this paragraph by your personnel. These confidentiality obligations do not apply to any Confidential Information that (a) you can demonstrate was already in your possession before your receipt from Dell; (b) is or becomes publicly available through no fault by you or your personnel; or (c) you rightfully received from a third party who has no duty of confidentiality. If you are required by a government body or court of law to disclose any Confidential Information, to the extent permitted by law, you agree to give Dell reasonable advance notice so that Dell may contest the disclosure or seek a protective order. You acknowledge that damages for improper disclosure of Confidential Information may be irreparable, and that Dell shall be entitled to seek equitable relief, including injunction and preliminary injunction, in addition to all other remedies available at law or in equity. Notwithstanding any separate confidentiality agreement you may have with Dell, you authorize and agree that information regarding your business with Dell and information, including Personal Information, you provide to Dell in connection with the Program may be accessed and used by Dell and its employees and contractors for sales and marketing purposes and for any purpose related to the Program or the relationship between you and Dell (collectively, the "**Purpose**") and may be disclosed by Dell as required for the Purpose or to fulfill Dell obligations to you and/or your End Customers.

12.2 **Personal Information**. If you provide any Personal Information to Dell about your personnel, customers or prospects, you represent that you have obtained permission for Dell to receive the Personal Information and to use and disclose the Personal Information as authorized in these Terms. As used in these Terms, "**Personal Information**" means any information or data that alone or together with any other information relates to an identified or identifiable natural person, or data considered to be personal data as defined under applicable laws.

13. **Privacy**. Please review [Dell's Privacy Statement](#) and related information about your privacy and Dell's use of your information. Dell may choose to make certain information it collects about your business available to companies with whom Dell has a strategic relationship, including companies who conduct market research on behalf of Dell or offer products or services intended to be a benefit to you or your customers. The information will be provided under confidentiality agreements between Dell and such partners and may be used in connection with notifying you of products, services or programs that Dell believes may be of interest to you.

14. **Miscellaneous**.

14.1 **Assignment**. You may not assign or novate these Terms or any of your rights under the Program or these Terms, nor delegate any of your obligations, to any third party, voluntarily or involuntarily, whether by merger, consolidation, dissolution, operation of law or any other manner, without the express written consent of Dell. Dell may void any purported assignment, novation or delegation that violates the preceding sentence. To the extent Dell consents to an assignment, novation or delegation, these Terms (including rights and obligations) inures to the benefit of and is binding upon your successors in interest by way of merger, acquisition, or otherwise, and your permitted assigns.

14.2 **Independent Contractors.** You and Dell are independent contractors and shall have no authority to bind the other. Neither these Terms nor your participation in the Program shall be deemed to create a partnership, agency, joint venture, franchise, or other similar arrangement. Neither party will make any representations or warranties on the other party's behalf. Neither party is or will claim to be a legal representative, franchisee, employee, agent, or representative of the other party.

14.3 **Dispute Resolution.** As a condition precedent to filing any lawsuit, you and Dell will attempt to resolve any claim, controversy or dispute arising from, out of, or relating to the Program or these Terms ("**Dispute**") through negotiation with persons fully authorized to resolve the Dispute, or through mediation utilizing a mutually agreeable mediator, rather than through litigation. The existence or results of any negotiation or mediation will be treated as confidential. Although the merits of the underlying Dispute will be resolved in accordance with this Section, any party has the right to obtain from a court of competent jurisdiction a temporary restraining order, preliminary injunction, or other equitable relief to preserve the status quo, prevent irreparable harm, avoid the expiration of any applicable limitation periods, or preserve a superior position with respect to other creditors. If the parties are unable to resolve the Dispute within thirty (30) days (or other mutually agreed time) of notice of the Dispute to the other party, the parties will be free to pursue all remedies available at law or in equity. In any Dispute (other than Dell efforts to collect overdue amounts from you), each party will bear its own legal fees, costs and expenses and expressly waives any statutory right to such fees that may exist under applicable law.

14.4 **Force Majeure.** Dell will not be liable for any delay or failure to perform its obligations during any period if performance is delayed or rendered impracticable or impossible due to circumstances beyond its reasonable control.

14.5 **Governing Law.** These Terms, and any Dispute arising from, out of, or relating to the Program or these Terms are governed by the laws of the province of Ontario and the federal laws of Canada applicable therein, without regard to its conflict-of-laws rules. The United Nations Convention on Contracts for the International Sale of Goods does not apply. To the extent permitted by law, the applicable provincial and federal courts located in Toronto, Ontario will have exclusive jurisdiction for any Disputes. The parties agree to waive, to the maximum extent permitted by law, any right to a jury trial with respect to any Dispute. ***Neither Dell nor you are entitled to join or consolidate claims by or against other Program Members or third parties, or pursue any claim as a representative or class action, or in private attorney general capacity.***

14.6 **Modifications.** Dell reserves the right to modify the Program, including, the eligibility requirements, Program benefits (including any discounts, incentives, and pricing), and these Terms (including all documents, terms and conditions referenced herein), at any time without prior notice. Your continued participation in the Program will constitute your binding acceptance of the changes and your consideration supporting the modifications.

14.7 **Severability.** If any part of these Terms is declared or found to be illegal, invalid or unenforceable, then that part will be stricken or modified to the extent necessary to make it legal, valid, and enforceable while preserving the parties' original intent to the maximum extent possible. The remaining parts of these Terms will remain in full force and will not be affected.

14.8 **Waiver.** Failure by Dell to enforce any provision of these Terms will not constitute a waiver of any future enforcement of that or any other provision of these Terms. No waiver will be effective against Dell unless in writing and signed by an authorized representative of Dell.

14.9 **References.** You shall not directly or indirectly issue or release any written publicity, marketing collateral, press release or other public announcement, relating in any way to these Terms or your participation in the Program, or your relationship with Dell, without the prior written approval of Dell Technologies.

14.10 **Headings, Interpretation, and English Language.** The section and subsection headings used herein are for convenience and reference only and are not to be considered in construing or interpreting these Terms. All references herein to "Sections" and "Subsections" will be deemed references to sections of these Terms. The words "include" and "including", and other variations thereof, will not be deemed to be terms of limitation, but rather will be deemed to be followed by the words "without limitation". The parties confirm that it is their wish that these Terms, as well as other documents relating to these Terms, including all notices, have been and will be drawn up in the English language only.

14.11 **Entire Agreement.** These Terms (including all documents, terms and conditions, as each may be modified, that are referenced herein) constitute the entire agreement between you and Dell regarding the Program and your participation in the Program, and shall supersede any prior terms or agreement between you and Dell regarding the Program and your participation in the Program. You expressly disclaim any reliance on statements or representations made by Dell that are not embodied in these Terms.