



GENERAL EVALUATION TERMS

These “**General Evaluation Terms**” apply to Products and Services (each defined below) provided by Supplier in connection with the relevant evaluation Program described in a Participation Form. Additional or different terms apply as follows: (a) terms governing the specific Program are set forth in the applicable “**Program Terms**”, and/or (b) terms governing the Program application for specific types of Customers or locations are set forth in the applicable “**Schedule**”.

The Participation Form, these General Evaluation Terms, the applicable Program Terms, and the applicable Schedules (“**Evaluation Terms**”) constitute the entire agreement between Customer and Supplier regarding the evaluation of the Products and Services.

“**Supplier**” is the Dell Technologies legal entity that provides the Products and/or Services, and “**Customer**” is the legal entity that agrees to participate in the respective Program as identified in the Participation Form.

1. Purpose; Permitted Use. Supplier may provide Customer with Supplier-branded: (a) hardware (“**Equipment**”) and (b) related software, whether microcode, firmware, operating systems or applications (“**Software**”) (collectively, “**Products**”) and services (“**Services**”) as set forth in the Participation Form at no charge. Shipping and delivery dates are provided as estimates only and subject to change. Subject to the Evaluation Terms, Supplier grants Customer a temporary, non-transferable and nonexclusive license (with no right to sublicense) to use the Products and Services and associated documentation during the Evaluation Period for the sole purposes of (1) internal evaluation and testing (for purchase, if applicable), in a secure environment, and/or (2) supporting Supplier’s development activities, including without limitation, evaluation, integration, testing and validation of Products and Services (“**Purpose**”).

2. Limitations on use. Except as expressly provided otherwise in the Program Terms, Customer may not use the Products and Services in a production environment. Except for the permitted uses under the Purpose or unless specifically permitted by a Schedule, Customer will not use the Products and Services, or any information gained from such use, for any purpose including for commercial purposes or for designing or developing or authorizing or assisting others in designing or developing hardware, software, and related offerings. Customer will not, and will not allow others to (a) reverse engineer, decompile or disassemble the Products or otherwise seek to discover information about the internal architecture, design, operation, manufacture, features, or functionality of the Products, (b) sell, lease, license, sublicense, encumber, assign, distribute or otherwise transfer or dispose in whole or in part the Products or Services, or move the Products from the original installation site unless specifically permitted by applicable Program Terms or a Schedule, (c) modify or create derivative works based upon the Products or Services, or (d) provide, make available to, or permit use of the Products and Services in whole or in part by, any third party, including contractors, without Supplier’s prior written consent, unless such use by the third party is solely on Customer’s behalf, is strictly in compliance with the Evaluation Terms, and Customer is fully liable for the third party’s breach of the Evaluation Terms. Supplier may audit Customer to ensure compliance with the Evaluation Terms.

3. Software.

3.1. License. Except as expressly provided otherwise in this Section “Software”, or in the applicable Program Terms or Schedules, Customer’s right to use Software provided with Equipment or Services is governed by the terms posted on www.dell.com/eula (“**EULA**”), which are incorporated herein by reference. For purposes of this Section “Software”, all capitalized terms not otherwise defined in these General Evaluation Terms, as well as the term “Software”, will have the meanings set forth in the EULA.

A. General. References to the purchase of Software in the EULA will be construed to mean provision of the Software by Supplier or a Channel Partner and Customer’s use of the Software as contemplated in these General Evaluation Terms and the applicable Program Terms and Schedules.

B. Right to Use. In lieu of Section “Right to Use” of the EULA, Customer’s right to use is governed by the following: Subject to and in consideration of Customer’s compliance with the Evaluation Terms and the EULA, Licensor grants Customer a temporary, personal, non-exclusive, non-transferable, fee-free license to use the Software in Customer’s non-production environment solely for the Purpose during



the Evaluation Period, or such different period if specified otherwise in the applicable Program Terms. Customer is permitted to copy the Software as necessary to install and run it in accordance with this Section "Software", but otherwise for back-up purposes only. Additional license terms for certain Software may be included in the Offering Specific Terms Table located at www.dell.com/offeringspecificterms ("**OST Table**"), and additional terms for Software that is licensed to Customer for a limited time ("**Subscription Software**") are located at www.delltechnologies.com/subscription_terms ("**Subscription Terms**").

C. Limitation on Liability. In lieu of Section "Limitation of Liability" of the EULA, Section "Limitation of Liability" of these General Evaluation Terms will apply.

3.2. Other License Terms. If a Product is provided with a "click-to-accept" agreement included as part of the installation and/or download process, or a "shrink-wrap" agreement is included in the Product packaging, the terms of such "click-to-accept" or "shrink-wrap" agreement will, in case of conflict with these terms, (a) not prevail with regard to Software for which Supplier or a Supplier Affiliate is the licensor; and (b) prevail (excluding any perpetual license language) with regard to Software for which Supplier or a Supplier Affiliate is not the licensor. Notwithstanding any deviating terms in a "click-to-accept" or "shrink-wrap" license, all licenses to use Software expire at the end of the Evaluation Period, as applicable.

3.3. Software Releases. Software versions that Supplier provides after initial delivery of the Software will be subject to the license terms set forth in this Section "Software".

4. Services. Except as expressly provided otherwise in the Evaluation Terms, Services provided under the Evaluation Terms are governed by the services terms and conditions applicable to such service and located at www.dell.com/servicecontracts/global.

5. Confidentiality.

5.1. Scope. "Confidential Information" will mean any information, technical data or know-how furnished in connection with the scope of the Program, whether in written, oral, electronic, website-based, or other form, by Supplier to Customer and that: (a) is marked, accompanied or supported by documents clearly and conspicuously designating such documents as "confidential", "internal use" or the equivalent; (b) is identified by Supplier as confidential before, during or promptly after the presentation or communication; or (c) should reasonably be known by Customer to be confidential. Confidential Information does not include information that is: (1) rightfully in Customer's possession without prior obligation of confidentiality from Supplier; (2) a matter of public knowledge (or becomes a matter of public knowledge other than through breach of confidentiality by Customer); (3) rightfully furnished to Customer by a third party without confidentiality restriction; or (4) independently developed by Customer without reference to Supplier's Confidential Information.

5.2. Protection. Customer will ensure that it (a) uses Confidential Information disclosed by Supplier only for the purposes of exercising rights or performing obligations in connection with the Program; and (b) protects from disclosure to any third parties any Confidential Information disclosed by Supplier, both for a period commencing upon the date of disclosure until 3 years thereafter. Subject to the terms of this Section "Confidentiality", the foregoing obligations will never expire in relation to technical information about Supplier's Products and Services or any information about possible unreleased products or services.

6. Warranty Disclaimer. The Products and Services are provided "as is", with all faults. To the extent permitted by applicable law, Supplier disclaims any and all warranties and conditions, express, implied or otherwise, with respect to the Products and Services, including without limitation: (a) any warranties or conditions of merchantability, merchantable quality, fitness for a particular purpose, title and noninfringement, and (b) any warranties arising by statute, operation of law, course of dealing or performance or usage of trade. Products and Services are not fault-tolerant and are not designed or intended for use in hazardous environments requiring fail-safe performance, such as any application in which the failure of the Products or Services could lead to death, bodily injury, or physical or property damage (collectively, "High-Risk Activities"). Supplier expressly disclaims any express or implied warranty of fitness for High-Risk Activities.



7. Limitation of Liability. Supplier, its Affiliates, and subcontractors will not be liable for any indirect, punitive, incidental, consequential, exemplary or special damages, or for loss of profits, loss of use, loss or use of data, or business interruption of any kind. Supplier's total liability for any and all claims and damages arising out of or in connection with these Evaluation Terms and/or any Products and Services will not exceed the lesser of: (a) the list price of the applicable Products and Services giving rise to the claim; or (b) \$50,000 USD. To the extent permitted by applicable law, these limitations apply whether arising under contract, tort, warranty or any other theory of liability, even if advised or aware of the possibility of such damages and even if any remedy fails of its essential purpose.

8. Intellectual Property Rights. All rights, titles and interests to Supplier's intellectual property, including without limitation to those embodied in the Products and Services, remain with Supplier. Customer will not use the name of Supplier nor any Supplier trademarks, trade names, service marks, or quote the opinion of any Supplier employee in any advertising or otherwise without first obtaining the prior written consent of Supplier.

9. Compliance with Laws. Customer is subject to and responsible for compliance with all laws and regulations applicable to Customer's receipt and use of the Products and/or Services in any country in which Customer conducts business ("**Applicable Laws**"), including all applicable anti-corruption or anti-bribery laws, (including, without limitation, the U.S. Foreign Corrupt Practices Act, the UK Bribery Act 2010, and those in effect in jurisdictions where Customer operates), and the export control and economic sanctions laws of the United States, the European Union and other applicable jurisdictions ("**Applicable Trade Laws**"). Except as expressly provided in a Schedule, Products and/or Services are for Customer's own/internal use in accordance with the Purpose, and may not be used, sold, leased, exported, imported, re-exported, or transferred except with Supplier's written consent and in compliance with the Applicable Trade Laws. Customer represents and warrants that it is not the subject or target of, or located in a country or territory that is the subject or target of, economic sanctions under the Applicable Trade Laws. For further information about geographical restrictions and compliance with Applicable Trade Laws, visit www.dell.com/tradecompliance.

10. Software/Data Backup and Removal. Customer must backup any data or Software and remove any confidential, non-public, or sensitive data ("**Covered Data**") from the Equipment prior to returning them to, or removal by, Supplier. Under no circumstances will Supplier be liable for lost data or Software, for costs associated with data or Software restoration, for any disclosure of confidential or sensitive data residing on the Products or utilized in the Services or for any legal or regulatory requirements to comply with special rules or other requirements that may apply to the Covered Data. Customer agrees to indemnify, defend, and hold harmless Supplier from any and all claims or liability against Supplier arising from any Covered Data that may be on the Products or utilized in the Services.

11. Governing Law; Jurisdiction. If Customer is domiciled in the United States or if the Supplier's legal entity is Dell World Trade L.P.: (a) the Evaluation Terms and all disputes in connection with the Evaluation Terms and/or the Program Customer is participating are governed by the laws of the State of Texas (excluding the conflicts of law rules) and the federal laws of the United States; and (b) to the extent permitted by law, the state and federal courts located in Texas will have exclusive jurisdiction for any dispute. The Parties agree to irrevocably submit to the personal jurisdiction of the state and federal courts located within Travis or Williamson County, Texas, and agree to waive any and all objections to the exercise of jurisdiction over the Parties by those courts and to venue in those courts.

If Customer is domiciled outside of the United States: (1) the Evaluation Terms and all disputes in connection with the Evaluation Terms and/or the Program Customer is participating are governed by the substantive laws in force in the country in which Supplier is registered, without regard to its conflict of law rules; and (2) the exclusive place of jurisdiction for any dispute will be in that country.

In any event, neither the U.N. Convention on Contracts for the International Sale of Goods, nor the Uniform Computer Information Transaction Act will apply to the Evaluation Terms or any dispute.

12. General. Customer will not transfer or assign the Evaluation Terms or any rights or obligations herein. Supplier and Customer are independent contractors, and neither is a legal representative or agent of the other. Supplier's failure to enforce a provision of the Evaluation Terms will not constitute a waiver of that or any other provision. If any part of the Evaluation Terms is held unenforceable, the validity of the remaining provisions will not be affected.



The Evaluation Terms will continue as long as Products remain in Customer's possession under this Agreement. Sections "Confidentiality", "Limitation of Liability", "Intellectual Property Rights", "Compliance with Laws" and "Governing Law; Jurisdiction" of these General Evaluation Terms will survive the termination or expiration of the Evaluation Terms.



DEMO IT PROGRAM TERMS

These Demo It Program Terms (“**Program Terms**”) govern the provision and Customer’s use of the Products and Services set forth in the Participation Form.

1. Evaluation Period. The “**Evaluation Period**” begins 5 days after the Products are shipped and will continue for 30 days or until the Evaluation Period end date set forth in the Participation Form or agreed in writing by the Parties, unless (a) terminated in writing prior to that time in compliance with Section “Termination; Return of Products” below, or (b) as extended by Supplier in writing. Within 10 days after expiration or termination of the Evaluation Period, Customer will return the Products in accordance with Supplier’s instructions in good condition, reasonable wear and tear excluded. If the Customer doesn’t return the Products within such 10 days, and without limiting Supplier’s other remedies, Supplier may invoice Customer for the list price of the Products.

2. Title and Risk of Loss. Unless Supplier has invoiced Customer for the Products and Customer has paid Supplier (as per Section “Evaluation Period” above), Supplier will retain exclusive ownership and title to the Products (Software provided with Equipment is subject to the licenses set forth in Section “Software” of the General Evaluation Terms (irrespective of invoice and payment). Customer will not represent or assert any ownership interest in the Products and will keep them free of liens, attachments, and other encumbrances. The risk of loss and damage to the Products will be with Customer while in Customer’s possession or, if applicable, while in the possession of an End User specified in a Schedule. Customer (or an End User specified in a Schedule) will maintain reasonable insurance coverage for the Products until returned to Supplier. All reports, testing data or results, feedback, benchmarking, or other analysis provided to Supplier by Customer or developed in conjunction with usage of the Product or Services will be deemed part of the Products and Services and owned by Supplier.

3. Secure Environment. Products will be kept in a secure environment with access limited to Customer’s employees or personnel who have a need to access the Products to complete the Purpose. Customer will maintain physical control of and keep the Products at the installation site specified in the Participation Form.

4. Modifications to Product. Supplier retains the right during the Evaluation Period to modify, revise, or remove the Products from Customer’s installation site. Upon request by Supplier, Customer will provide Supplier with reasonable access to Customer’s installation site for these purposes. Supplier will retain ownership of any modifications, derivative works, changes, expansions, or improvements to Products.

5. Termination; Return of Products. Either Party may terminate the Evaluation Terms and the rights granted hereunder at any time upon written notice. Upon the earlier of termination of the Evaluation Terms or the end of each Evaluation Period, Customer will promptly cease the use of Products and any Services and will, as directed by Supplier, promptly return all Products in the same condition as when delivered, reasonable wear and tear excepted. Supplier may request at any time (a) that the Products be returned to Supplier, and/or (b) that Customer stop using any provided Software and certify destruction of such Software (including copies), and Customer agrees to promptly comply with such request.



SCHEDULES

The terms set out in these Schedules apply to different types of Customers or locations as named in each individual Schedule. The Schedule terms amend or revise the General Evaluation Terms, applicable Program Terms, and Participation Form. To the extent that there is a conflict of terms, then the Schedule will prevail over the General Evaluation Terms, applicable Program Terms, and the Participation Form.



SCHEDULE FOR CHANNEL PARTNERS

1. General. Additional or different terms applicable to Dell Solution Provider (including Federal Resellers as defined in the applicable Schedule), Distributor, and OEM track partners participating in the Dell Technologies Partner Program, OEM Customers, and other channel partners (“**Channel Partners**”).

1.1. Supplier may provide or authorize Channel Partner to provide, at no charge, the Products and/or Services to the Channel Partner’s direct or indirect customer or potential customer (each an “**End User**”) for the End User to use solely for the Purpose as described in the Evaluation Terms. If required by Supplier, Channel Partner must provide the End User’s name and address, and any other information requested by Supplier.

- A.** The Channel Partner will not provide, and will not request Supplier to provide, any Products or Services to an End User unless and until the End User is bound by a written agreement with the Channel Partner (“**End User Agreement**”) that requires the End User to comply with the Evaluation Terms and all Applicable Laws. For the foregoing purpose, the applicable references to “Customer” in the Evaluation Terms will mean “End User”. The End User Agreement cannot be inconsistent with, or less protective of, Supplier’s ownership rights and proprietary and intellectual property rights in the Confidential Information, Products and Services, than the provisions set forth in the Evaluation Terms. Channel Partner will enforce the End User Agreement with the same degree of diligence that it uses to enforce similar customer agreements. The Channel Partner is responsible for End User’s failure to comply with the Evaluation Terms. The Channel Partner will indemnify and hold Supplier and its licensors and suppliers harmless from any and all claims or liability arising out of End User’s noncompliance with the Evaluation Terms and/or use of the Products and Services. If Channel Partner is a Distributor, Channel Partner will (a) ensure its Solution Provider will flow-down terms and conditions in the Schedule to its End User in the End User Agreement between the Solution Provider and End User, and (b) add Supplier as a third party beneficiary of the End User Agreement.
- B.** The Channel Partner may not modify and shall ensure that End User will not modify the Products and Services without Supplier’s prior written permission. If Supplier grants such permission, the Channel Partner agrees to take responsibility for all issues and claims related to such modification, for maintaining regulatory and safety compliance after the Channel Partner has modified the Products and Services, and for obtaining any regulatory approvals or certifications that may be required as a result of such modification. The Channel Partner will indemnify, defend, and hold Supplier and its licensors and suppliers harmless from any and all claims or liability arising from such modification. Channel Partner is responsible for restoring the Products to their original condition (reasonable wear and tear excluded) before returning the Products to Supplier.
- C.** The Channel Partner remains responsible for all obligations stated in the Evaluation Terms, including returning the Products to Supplier (or to the extent provided for in the Evaluation Terms, paying for the Products) at either the end of the Evaluation Period, termination of the Evaluation Terms, or otherwise in accordance with the Evaluation Terms.
- D.** Notwithstanding the foregoing, Supplier may request the Channel Partner to return the Products to Supplier if Supplier has reasonable belief that the Channel Partner or the End User has breached or refused to provide information requested by Supplier to confirm the compliance with the Evaluation Terms. In this case, the Channel Partner will comply with the return request at the Channel Partner’s sole expense.

2. Public Customer Channel Partners. As applicable, additional terms for Channel Partners providing Products and Services to Public Customers and US Federal Customers (such as US-Federal Resellers and non-US Public Customer Channel Partners) are set forth in the Schedule for Public Customers (non-US Federal) and the Schedule for US Federal Customers.



SCHEDULE FOR PUBLIC CUSTOMERS (NON-US FEDERAL)

1. Additional or different terms applicable to all Public Customers. **"Public Customers"** are defined as any entity that is a department, agency, division, or office of any national, federal, regional, district, state, county or municipal government, or owned by a national, federal regional, district, state, county, or municipal government (**"Public Entity"**) or any entity that is providing services to or on behalf of a Public Entity and to which these terms apply to those services. "Public Customer" expressly excludes any US Federal Customers.

1.1. Public Customer acknowledges that (a) Supplier's provision of Products and Services under the Program is not intended to influence any current or future business decision; (b) Public Customer is under no obligation to confer any business advantage on Supplier, and adherence to the Program will not improperly influence decisions regarding Public Customer's dealings with Supplier; and (c) Public Customer's participation in the Program is permitted under the laws, regulations, and internal policies applicable to Public Customer.

1.2. If requested by Supplier and if applicable under the Program, Public Customer agrees to provide feedback through the Supplier's evaluation form or any other acceptable written means within 90 days of the date Customer receives the Products and Services. If Public Customer fails to provide the evaluation within this timeframe, Public Customer will return all Products to Supplier.

1.3. Any portion of the Evaluation Terms that are statutorily inapplicable to the Public Customer will not apply.

1.4. By entering into these Evaluation Terms, you confirm that (a) you are a contracting officer or other authorized representative of Public Customer with authority to bind the Public Customer for purposes of accepting the Products and Services in accordance with the terms and conditions set forth in the Evaluation Terms, and (b) you have read and agree to be bound by the terms and conditions of any licensing agreement applicable to the Products (see Section "Software" of the General Evaluation Terms) or service terms applicable to Services (see Section "Services" of the General Evaluation Terms).

1.5. These Public Customer Terms will take precedence over the Evaluation Terms; provided, however, that applicable Software licensing terms (Section "Software" of the General Evaluation Terms) will control over these terms.

1.6. The Public Customer agrees that the validity of the Evaluation Terms is subject to the acceptance by the Public Customer in the form prescribed by local applicable law.

1.7. Public Customer will notify Supplier when evaluation and testing is complete. Supplier will arrange for the return of the Products at no cost, as applicable or when the Public Customer has entered into a separate agreement to purchase or lease the Products and Services from Supplier or a Channel Partner. In addition to the obligation set forth in Section "Software/Data Backup and Removal" of the General Evaluation Terms, Public Customer agrees that before returning any Products to Supplier Public Customer will remove all data in accordance with applicable standards.



SCHEDULE FOR US FEDERAL CUSTOMERS

1. Additional or different terms applicable to all US Federal Customers. “**US Federal Customers**” are defined as any entity that is a department, agency, division, or office of the Executive, Legislative and Judiciary branches of the United States government (“**US Government**”) or any entity that is providing services to or on behalf of the US Government and to which these terms apply to those services.

1.1. Parties agree that the Products and Services are intended exclusively for Public Customer evaluation and (a) do not constitute a “gift” or “gratuity,” as contemplated under relevant regulations such as 5 C.F.R. Part 2635, FAR 3.101-2, and FAR Subpart 3.2, (b) do not give the appearance of a conflict of interest as described under FAR Subpart 3.11 or other relevant regulations, (c) are not intended to influence any current or future business decision; and (d) create no obligation to confer any business advantage on Supplier. The consideration for Supplier providing the Products and Services is US Federal Customer promise to submit the electronic evaluation form per Section 1.2 below. By accepting the Evaluation Terms, you acknowledge, affirm, and agree that you are authorized to accept the Products and Services pursuant to established gift rules applicable to you and/or your agency.

1.2. If requested by Supplier, US Federal Customer agrees to provide feedback through the Supplier's Evaluation form or any other acceptable written mean within 90 days of the date the Products and Services are received. If US Federal Customer fails to provide the evaluation within this timeframe, US Federal Customer will return all Products to Supplier.

1.3. If any Product or Service provided hereunder is subject to any End User License Agreement including the Federal EULA (defined below) or any third party EULA (collectively “**EULA**”), Terms of Service (“**TOS**”), or similar legal instrument or agreement, that includes any clause requiring the Government to indemnify the Contractor or any person or entity for damages, costs, fees, or any other loss or liability that would create an Anti-Deficiency Act violation (31 U.S.C. 1341) (a) any such clause is unenforceable against the Government; (b) the Federal End User shall not be deemed to have agreed to such clause by virtue of it appearing in the EULA, TOS, or similar legal instrument or agreement. If the EULA, TOS, or similar legal instrument or agreement is invoked through an “I agree” click box or other comparable mechanism (e.g., “click-wrap” or “browse-wrap” agreements), execution does not bind the Government or any Government authorized end user to such clause; and (c) any such clause is deemed to be stricken from the EULA, TOS, or similar legal instrument or agreement. In addition, these Evaluation Terms are governed by U.S. Federal Law; disputes with are governed by the Contract Disputes Act of 1978, as amended.

1.4. The software and documentation provided with the Products and Services are “commercial products” as defined in Federal Acquisition Regulation (“**FAR**”) Section 2.101, consisting of “commercial computer software” and “commercial computer software documentation” as these terms are used in FAR 12.212 and Defense Federal Acquisition Regulation Supplement (“**DFARS**”) Section 227.7202, as applicable. Consistent with FAR 12.212 and DFARS Section 227.7202, all U.S. Federal Customers acquire the software and documentation with only those rights set forth herein. Supplier software provided with a Product delivered hereunder is subject to the EULA applicable able to the use of Licensed Software by the U.S. Government, available at <http://www.dell.com/learn/us/en/uscorp1/terms-of-sale-federal> (“**Federal EULA**”). Third Party Software may come with its own license terms (“**Third Party License Terms**”). The Third Party License Terms govern the use of Third Party Software.

1.5. If you represent an agency of the US Government as defined in the Section 1 above, by entering into these Evaluation Terms, you confirm that (a) you are a contracting officer or other authorized representative of the US Government with authority to bind the US Government for purposes of accepting the Products and Services in accordance with the terms and conditions set forth in the Evaluation Terms, and (b) you have read and agree to be bound by the terms and conditions of any licensing agreement applicable to the Products (“**Software**” of the General Evaluation Terms) or service terms applicable to Services (see Section “**Services**” of the General Evaluation Terms).

1.6. If applicable, US Federal Customers will notify Supplier when evaluation and testing is complete. Supplier will arrange for the return of the Products at no cost. In addition to the obligation set forth in Section “**Software/Data Backup and Removal**” of the General Evaluation Terms, US Federal Customer agrees that before returning any Products to Supplier that it will remove all data in accordance with applicable standards, including but not limited to NIST SP 800-88.



SCHEDULE FOR LOCATION-SPECIFIC TERMS

1. **EMEA.** Additional or different terms applicable to Customers located in Europe, Middle East and Africa (“EMEA”).

1.1. For **Demo It** Program, the Products and its components may be new, used, or refurbished.

1.2. Nothing in the Evaluation Terms will exclude or limit a Party’s liability for: (a) death or personal injury (b) fraud or fraudulent misrepresentation.

- A. Any portion of the General Evaluation Terms not compatible with applicable mandatory law shall not apply.
- B. The parties acknowledge that the Products and Services are provided by Supplier free of charge and are accordingly subject to applicable statutory restrictions on any Customer warranty entitlements and on Supplier’s liability.

2. **LATAM.** Additional or different terms applicable to Customers located in Latin America (“LATAM”).

2.1. For **Demo It** Program, the Products and its components may be new, used, or refurbished.

2.2. Unless otherwise provided in an agreement in force by and between the Parties with specific purposes for the sales transactions herein, any sales transactions will be governed by Supplier’s standard Terms of Sale for the specific country available at www.dell.com.

2.3. **Brazil.** The Evaluation Period for **Demo It** Program is 60 days counted from the demonstration invoicing date (“nota fiscal de demonstração”). After such period, Customer needs to make Products available for Supplier to transport them to its facilities. If Customer is an ICMS taxpayer, Customer also needs to issue a return invoice to Supplier.

3. **Taiwan.** Additional or different terms applicable to Customers located in Taiwan.

3.1. By **agreeing** to Participation Form (through physical signature, electronic signature or clicking to accept), Customer further agrees that Participation Form and any documents to be executed hereunder may in the form of electronic document or record and may be electronically signed. The electronic signatures appearing on such documents are the same as handwritten signatures for the purpose of validity, enforceability, and admissibility.

4. **Philippines.** Additional or different terms applicable to Customers located in Philippines.

4.1. **Governing Law; Jurisdiction.** If Customer is domiciled in Philippines: (1) the Evaluation Terms and all disputes in connection with the Evaluation Terms and/or the Program Customer is participating are governed by the substantive laws in force in Singapore, without regard to its conflict of law rules; and (2) the exclusive place of jurisdiction for any dispute will be resolved by arbitration administered by the Singapore International Arbitration Centre (“SIAC”) in accordance with the Arbitration Rules of the Singapore International Arbitration Centre (“SIAC Rules”) for the time being in force, which rules are deemed to be incorporated by reference in this clause. In any event, neither the U.N. Convention on Contracts for the International Sale of Goods, nor the Uniform Computer Information Transaction Act will apply to the Evaluation Terms or any dispute.

5. **China.** Additional or different terms applicable to Customers located in China.

5.1. By agreeing to Participation Form (through company chop, electronic chop, physical signature, electronic signature or clicking to accept), Customer further agrees that Participation Form and any documents to be executed hereunder may in the form of electronic document or record and may be electronically signed or accepted. The electronic signatures appearing on such documents are the same as handwritten signatures for the purpose of validity, enforceability, and admissibility.



5.2. For **Demo It** Program, the Products and its components may be new, used, or refurbished. Customer will inspect and verify the integrity and condition of the Products and components (if any) upon receipt of the shipment from Supplier at the Installation Site, and sign for acceptance after confirming the Products correct and with no physical damage. If Customer finds any incorrect or physically damaged Products in the shipment, the Customer will refuse to sign for the receipt and immediately report objection to the transport personnel designated by Supplier and notify Supplier to retrieve the Products.

5.3. Customer will keep the original packaging of the Products and return to Supplier together with the Products, Customer will compensate Supplier for any loss or damage at Supplier quoted price, reasonable wear and tear excluded.

6. India. Additional or different terms applicable to Customers located in India.

6.1. Tax. Customer will be responsible for the discharge of any income taxes (including interest, levy, cess, fees, penalty, etc.) arising, due, claimed, recovered or liable in any manner on the Products and/or Services provided under the relevant evaluation Program. Supplier reserves the right to levy or deduct or recover or collect or claim in any other manner applicable withholding taxes as per provisions of the Income Tax Act, 1961 ("the Act") including under section 194R of the Act from the Customer.

7. Canada. Additional or different terms applicable to Customers located in Canada.

7.1. Governing Law; Jurisdiction. The Evaluation Terms and all disputes in connection with the Evaluation Terms and/or the Program Customer is participating are governed by the laws of the Province of Ontario and the federal laws of the Canada applicable therein. The Parties agree to irrevocably submit to the personal jurisdiction of the applicable provincial or federal courts located within Toronto, Ontario and agree to waive any and all objections to the exercise of jurisdiction over the Parties by those courts and to venue in those courts. The U.N. Convention on Contracts for the International Sale of Goods will not apply to and is expressly disclaimed from the Evaluation Terms or any dispute resulting therefrom.