



Omnissa Workspace One and Horizon from Dell - Terms & Conditions

THE FOLLOWING TERMS AND CONDITIONS (COLLECTIVELY, THE “**TERMS**”) GOVERN YOUR PURCHASE AND USE OF OMNISSA WORKSPACE ONE AND HORIZON SUBSCRIPTIONS AND RELATED SERVICES FROM DELL:

- THE TERMS AND CONDITIONS SET FORTH IN THE “DELL CLOUD SOLUTIONS AGREEMENT” LOCATED AT WWW.DELL.COM/CLOUDTERMS (THE “**CLOUD SOLUTIONS AGREEMENT**”);
- THE OMNISSA GENERAL AND OFFERING SPECIFIC TERMS LOCATED AT [HTTPS://WWW.OMNISSA.COM/LEGAL-CENTER](https://WWW.OMNISSA.COM/LEGAL-CENTER) (THE “**OMNISSA TERMS**”) WHICH GOVERN YOUR USE OF THE SUBSCRIPTIONS AS REFERENCED BELOW;
- THESE OMNISSA WORKSPACE ONE AND HORIZON FROM DELL TERMS AND CONDITIONS, WHICH PROVIDE YOU WITH DELL’S TERMS AND CONDITIONS GOVERNING THE ACQUISITION OF YOUR SUBSCRIPTIONS (“**OMNISSA WORKSPACE ONE AND HORIZON FROM DELL TERMS AND CONDITIONS**”).

THE CLOUD SOLUTIONS AGREEMENT AND THE OMNISSA TERMS ARE INCORPORATED BY REFERENCE IN THEIR ENTIRETY HEREIN.

PLEASE READ THESE TERMS CAREFULLY BEFORE ACCEPTING, ACCESSING OR USING THE SUBSCRIPTIONS. **BY PLACING AN ORDER, CLICKING/CHECKING THE “I AGREE” BUTTON, BOX OR SIMILAR IN CONNECTION WITH YOUR PURCHASE, ACCESSING OR USING THE SUBSCRIPTIONS, YOU ACCEPT AND AGREE TO THESE TERMS.** IF YOU DO NOT AGREE TO THESE TERMS, OR DO NOT HAVE THE AUTHORITY TO ACCEPT THESE TERMS, DO NOT SUBSCRIBE TO, ACCESS, OR USE THE SUBSCRIPTIONS.

1. **Subscription Types and Billing Options**

The Subscriptions are available in one of the following subscription commitment terms (“**Subscription Term**”). Each Subscription Term allows you to lock in the price of your Subscription as available:

- a) **Monthly Subscriptions**
 - i. For Subscriptions billed monthly, you will be charged monthly in advance based on the quantity of each Subscription that you purchase.
 - ii. The monthly renewal date for your Software subscription will be the 15th of every month (“**Monthly Renewal Date**”).

- iii. Your initial purchase will be prorated to the next Monthly Renewal Date (the following 15th of the month) and the prorated amount will be charged immediately.
 - iv. Subsequent Subscription purchases will be prorated to and charged on the next Monthly Renewal Date.
 - v. Your Subscription will automatically renew and you will be charged every month on the Monthly Renewal Date until you cancel.
 - vi. Items removed from your Subscription prior to the Monthly Renewal Date will not be included in the next monthly renewal.
 - vii. You may request cancellation of your entire monthly Subscription at any time. Cancellation must be requested prior to the Monthly Renewal Date to avoid the next Subscription renewal charge.
- b) **Annual (12 month) Subscriptions**
- i. For Subscriptions billed annually, you will be charged for the full amount in advance based on the quantity of each Subscription that you purchase.
 - ii. Subsequent Subscription purchases will be prorated to the coverage end date and charged on the following 15th of the month (e.g., if you add seats on August 30th you will be charged the prorated amount on September 15th) ("**Annual Renewal Date**").
 - iii. Your Subscription will automatically renew each year on the Annual Renewal Date and you will be charged on the following 15th of the month.
 - iv. Items removed from your Subscription prior to the Annual Renewal Date will not be included in the next annual renewal.
 - v. At least 15 days prior to each Annual Renewal Date, Dell will notify you of the exact amount of the renewal charge via email. Note that the renewal amount may change if you add or remove items from your subscription after the notice.
 - vi. You can cancel the entire Subscription at any time. Cancellation must be requested prior to the Annual Renewal Date to avoid the Subscription renewal charge.

2. **Cancellations**

You must cancel your Subscription prior to the applicable renewal date in order to avoid Subscription renewal charges. Cancellation and management of your Subscription is available within the online portal or through [Dell Data Software Assist@Dell.com](mailto:Dell_Data_Software_Assist@Dell.com).

3. **Auto Renewal**

You will be automatically opted into auto renewal. Your Subscription will continue for the chosen Subscription Term and will automatically renew using the payment method in accordance with these Terms unless Your subscription is otherwise cancelled or terminated.

4. **Omnissa Terms**

By placing an order, accessing or using the Subscriptions, you acknowledge that your use of the Subscription(s) is subject to the applicable [Omnissa Terms](#).

5. **Miscellaneous**

- a) ProSupport for the Subscriptions may be available for purchase from Dell and is subject to the Service Description located at www.dell.com/servicecontracts/global.
- b) Dell reserves the right to cancel orders as a result of pricing or other errors.
- c) You are required and agree to adhere to these Terms, which may be updated from time to time. By renewing, modifying, extending or continuing to utilize the Subscription(s) beyond the initial Subscription Term, the Subscriptions will be subject to the then-current Terms available at: https://i.dell.com/sites/csdocuments/Legal_Docs/en/offeringspecifictermstable.pdf. You may contact your Dell sales representative for assistance with obtaining a copy of any of these documents.
- d) To the extent that you have a previously signed agreement with Dell that explicitly authorizes the sale and use of these Subscriptions and there is a conflict with any terms in the Omnissa Workspace One and Horizon from Dell Terms and Conditions or the Omnissa Terms, the terms in the Omnissa Workspace One and Horizon from Dell Terms and Conditions and the Omnissa Terms will prevail.