

## Perpetual vs. Term-Based (“subscription”) Licenses

Software may be offered in term and perpetual licenses. Your quote will identify whether your license rights are perpetual or term-based.

A perpetual license allows end users to use the software for as long as the end user complies with all terms of the license agreement.

A term license allows the end user to use the software for a specified license term so long as the end user complies with all the terms of the license agreement. At the end of the license term, the end user must stop using the software, extend the license term, or purchase new licenses through an agreement with Dell EMC.

## Special Notice for Subscription Software

All offerings provided by Dell EMC as a software subscription (identified by a model number or sku containing “SH” or “SU” in the “Item” column of the quote) are provided subject to the terms contained in this paragraph. The software subscription fee listed on the quote includes both the license to use the software and access to the specified Dell EMC support option (which may be identified as a separate line item at no additional charge) for the period of time stated in the quote (“Original Term”). The Original Term begins on the date that Dell EMC ships the software media (if any) or sends the customer notice that the software is available for electronic download. Unless other arrangements are made to properly continue the software subscription at the end of the Original Term, the customer must immediately cease using the software subscription and must erase or return the software to Dell EMC. If the “Description” column of the quote contains the designation of “AIP” (representing Annual Installment Payment), or “MIP” (representing Monthly Installment Payment), then: (a) the amount shown on the quote is the total charge for the entire specified software subscription period; and (b) Dell EMC will not invoice such amount all at once, but will invoice the applicable portion of that amount in equal, annual or monthly installments, as applicable, with each installment invoice being sent at the beginning of each year or month, as applicable, of the specified software subscription period.

If a license for subscription software obtained directly from Dell EMC is terminated due to a material breach by Dell EMC of the EULA that Dell EMC fails to cure within 30 days following its receipt of notice of the breach, Dell EMC will refund the unused pro-rated portion of any license fees that were pre-paid for such subscription software.