

COMMERCIAL-IN-CONFIDENCE



Google Cloud with Dell Service Description

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INTRODUCTION

Dell is pleased to provide the Google Cloud with Dell support services identified herein (the “Services” or “Support Services”) in accordance with this Service Description (“Service Description”). These Services will be included at no additional charge as an added benefit when you purchase a Google Cloud Services Subscription from Dell. Your quote, order form or other mutually agreed upon form of invoice or order acknowledgment (as applicable, the “Order Form”) will include the details of the Google Cloud Service Subscription that you purchased.

EXCLUSIONS

For the avoidance of doubt, the following activities are not included in the scope of this Service Description:

- Any services, tasks or activities other than those specifically noted in this Service Description.
- The development of any intellectual property created solely and specifically for the Customer.
- Any services, tasks or activities that cannot be performed remotely or requires an onsite support.
- Additional items that are not included are mentioned in the “Support Exclusions” section below.

This Service Description does not confer on Customer any warranties which are in addition to the warranties provided under the terms of your master services agreement or Agreement, as applicable.

OVERVIEW

“Google Cloud Services” may include Google G Suite (“G Suite”) and/or Drive Enterprise depending on your order.

Google G Suite (formerly known as Google Apps for Work) is a cloud service that offers users productivity and collaboration tools, such as email, shared calendar, online document sharing/editing, cloud storage, and web/video conferencing (the G Suite inclusions can be found at <https://gsuite.google.com/>). These productivity tools make it is easier to collaborate and share ideas within an organization.

“Drive Enterprise” helps teams move faster with collaboration tools like Docs, Sheets, and Slides - all on a secure, cloud-based platform that makes it easy for users to share, store, and access files. Drive Enterprise is a subset of the G Suite Enterprise SKU, and does not include features such as email, calendar, Hangouts meet and chat.

Customers who elect to purchase their Google Cloud Services Subscription from Dell receive the added benefit of assisted setup, migration and on-boarding services as well as 24 x 7 remote support.

The purpose of this Service Description is to provide information on what is included in the initial setup, on-boarding, migration and ongoing support services provided to Dell’s Google Cloud Services Customers.

SCOPE: INITIAL ON-BOARDING, SETUP AND DATA MIGRATION

An overview of the scope of the setup, migration and on-boarding services is shown in the following table. Additional information on the services provided is contained in the following sections.

Included in the Support Services:	Support
Welcome Email & Support Information	✓
Dell Customer Control Panel	✓
Verifying Customer Domains	✓
Service Users and Licenses	✓
User Account Synchronization	✓
Infrastructure Readiness Check	✓

Mail Routing	✓
Compliance Configuration Assistance	✓
Email Data Migration Assistance	✓
Google Drive Client and Management	✓
Hangouts Setup and Client Configuration	✓
Browser deployment for offline	✓
Permission and Security Configurations for Drive Enterprise	✓
Set up Drive File Stream Client	✓
Single Sign-On	✓
Two step verification	✓
Excluded from the Support Services:	
<ul style="list-style-type: none"> •Configuration of Customer on premise systems •Configuration of firewalls to support access to G Suite or Drive Enterprise •Changes to Customer proxy servers to support G Suite or Drive Enterprise 	

ASSUMPTIONS

1. The Customer will inform their users of any outages required, the migration timing and ensure that users are logged off when required for data migration.
2. Appropriate outage periods will be scheduled by the Customer if required.
3. The Customer will schedule enough time to complete the migrations and allow for the work to be undertaken and completed in accordance with the agreed schedule.
4. The Customer will take appropriate backup of data prior to the migration being commenced.

WELCOME EMAIL & SUPPORT INFORMATION

When a Customer purchases a Google Cloud Services Subscription from Dell, they will receive a welcome email. The welcome email includes information on how to access Google Cloud Services, contact details for the 24 x 7 support service and additional information that may assist the Customer in setting up their Google Cloud Services Subscription. The welcome email also contains the number that the Customer can call to access their onboarding and migration services.

DELL CUSTOMER CONTROL PANEL

The Dell Customer Control Panel is a web-based secured portal used by Dell's Google Cloud Services Customers to manage their Google Cloud Services Subscriptions. The Customer will use the Dell Customer Control Panel to perform the following tasks:

- Assign and manage service users (assign users to available licenses)
- Increase or decrease license counts
- Obtain G Suite or Drive Enterprise Super Admin credentials

A list of countries where the Dell Customer Control Panel is available and the appropriate link for each can be found at the end of this Service Description.

Support can assist the Customer in completing these tasks in either the Dell Customer Control Panel or in the Google Admin Console, as required.

VERIFYING CUSTOMER'S OWN DOMAIN NAME

When creating a new G Suite Subscription, the Customer is asked to provide their own domain name. The Customer's own domain name is typically personalized or created for the purpose of representing an

individual or a business or group. The Customer's own domain name will be verified using the G Suite TXT record. Support can assist the Customer through this process.

SERVICE USERS AND LICENSES

Adding service users and assigning licenses grants access to usage of the purchased Google Cloud Services licenses. The process of adding users and licenses can be completed in the Dell Customer Control Panel or the Google Admin Console. The Support team will assist the Customer through this process.

MAILBOX DATA MIGRATION

When a Customer subscribes to the G suite Email service and they will need to migrate their email users, and their data, from the existing email service to G Suite. How that is best undertaken depends upon several factors. Our Cloud Services Migration team will work closely with Customers to determine the best migration approach, to establish connectivity to the G Suite email service, and to migrate their existing users and mailboxes to the G Suite email service.

Where included in an eligible G Suite Subscription, Dell provides an assisted Mailbox Data Migration service. This service includes an initial consultation with Dell support and a managed mailbox data migration from the Customer's source system to G Suite. This service can be accessed by calling the number provided in the welcome email.

MAILBOX DATA MIGRATION APPROACH

Having discussed the existing email configuration with the Customer, we will select one of three methods for undertaking the migration, based upon:

- G Suite Migration for Microsoft Exchange (GSMME) for on-premise Microsoft Exchange users
- Data Migration Service (DMS) for IMAP hosted emails
- Migrate from Exchange Online or Office 365 to G Suite

The time required for migration is determined by both the amount of data to be moved and the bandwidth available. Having initiated the full migration, the Cloud Service Team will monitor the migration process, and will work with the Customer to resolve any issues encountered.

On completion of the migration process we will ask the Customer to confirm that email is functioning as it should be, and then we will update our records and close the migration project. The ongoing support for G Suite is then provide by our Cloud Services Support team.

EMAIL MIGRATION

Where included in an eligible G Suite Subscription, the following process is followed to migrate mail data into G Suite.

The mailbox data migration is supported from the source servers listed below:

- POP (emails residing in server)
- IMAP
- Exchange Online
- Microsoft Exchange On-Premise 2003 and up – IMAP ready
- Hosted Exchange 2003 and up -IMAP ready
- G Suite (transferring between G Suite accounts)

IMPORTANT: Customers should ensure to have the following information before calling to initiate their migration:

- Source Admin Credentials (Example for Exchange 2013)
- Target Admin Credentials (Example: For G Suite account)
- List of Users (Full name and source / target email address)

The Customer will be responsible for changing their DNS, advising end users and managing the timing of their domain change.

Once contacted, the Dell Support team will take the Customer through the following steps:

- Create a migration plan with the Customer and collect credentials required for the migration.
- Verify and update the account information
- Create the initial connections with the Customer's source systems and the Customer's G Suite target system.
- Perform a pilot mailbox migration to test the migration process - optional for GSMME and DMS migrations.

The Customer will be responsible for segregating their user-list to migration batches which will be used by Dell Support to layout the needed migration projects.

Once the initial DMS migration of data has begun, Dell Support will manage and periodically monitor the copying of mailbox data from the source system to G Suite. Should there be any issues that requires action by the Customer to resolve, Dell Support will contact the Customer and assist them to resolve that issue.

During the data migration period, should the Customer experience any interruption of service or degradation of performance from their source system, they can contact Dell Support for assistance. The time of the data transfer will vary based on the Customer's bandwidth and the amount of data to be migrated.

Should the Customer have any questions about the status of their migration, they can contact Dell Support at any time during the migration period.

It is important to note that permissions to mailboxes don't persist between G Suite and source server. That is, a mailbox in the cloud can't access a mailbox based on premises and vice versa, to maintain permissions they must be in the same system.

INFRASTRUCTURE CHANGES

A number of small but significant infrastructure changes are required to support using G Suite. Support will provide advice and suggestions to the Customer on the changes required to their infrastructure to support the operation of G Suite services, including:

- Public DNS records to verify and consume G Suite services
- Changing of attributes during Google Cloud Directory Sync deployment (if required)
- Checks to the user accounts to be synced that they meet the requirements.
- Firewall configurations for advanced setup.

MAIL ROUTING

Mail routing will depend on the preferred setup of the end-user.

- Dual Delivery
- Split Delivery

For Customers that prefer to retain third party SPAM filters (e.g. MX logic, etc.), MX record will be pointed to the Mail Gateway and the Mail Gateway will forward to G Suite.

Dell will assist the Customer in setting up the appropriate mail routing.

HANGOUTS

Google Hangouts will be configured to allow users to send messages and schedule web conferences (voice and video) and share screen. It will be enabled for all licensed users.

COMPLIANCE SUPPORT

Dell will assist Customers in the setup of compliance systems, such as mail retentions and eDiscovery.

For mailbox data previously stored on premise, Dell will provide advice to Customers on how to restore this data into G Suite. It is the Customer's responsibility to perform the restoration.

Dell will also assist the Customer in using the native G Suite Vault Legal Holds function that is available in the relevant G Suite Plans.

USER ACCOUNT SYNCHRONIZATION

User account and password synchronization will be performed using the Google Cloud Directory Sync (GCDS) formally known as Google Apps Directory Sync (GADS).

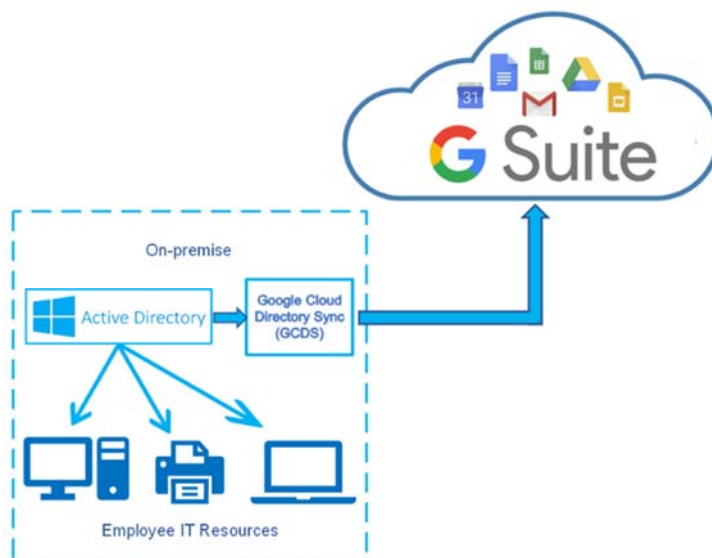


Figure – Google Cloud Directory Sync (GCDS) Process

Google Cloud Directory Sync enables administrators to synchronize users, groups and other data from an Active Directory/LDAP service to their Google Cloud domain directory. The GCDS installer downloads and installs all required components on the server. The installer also uninstalls any existing version of GCDS in the same directory.

Dell will assist the Customer in deploying and configuring Google Cloud Directory Sync.

SCOPE: SUPPORT SERVICES

"End User(s)" means an employee or employees of a Customer of Dell who is authorized to receive or use the Services.

Dell will use commercially reasonable efforts to provide the following Support Services to eligible End Users, including:

- Incident management (i.e. where an "incident" is an unplanned interruption in the services or a reduction in the quality of a service) and service request resolution to End Users in connection with the services.
- Support of technology related inquiries regarding the End User's purchased software services, including identification of common errors, recommendation of routine fixes, and assignment of ticket back to the manufacturer/software vendor, as required.
- Dell will provide the Support Services via phone, email and chat channels, remote view and remote control. Hours of Support Services will be as indicated in the product description. End-Users must be registered in Dell's system in order to receive Support Services.
- Track and document incidents.
- Provide an on-line Customer Satisfaction Survey at service request closure
- Record incoming calls for Quality monitoring purposes.

Dell reserves the right to modify the Support Services at any time for any reason with notice. Support Services will not commence until the Customer onboarding has been completed in its entirety. Dell may provide the preceding Support Services by using a third-party.

SUPPORT EXCLUSIONS

1. Some Dell products are sold with limited support or conditional on support being provided to nominated contacts within the Customer's organization.
2. Support for Other Google Services may only include best effort and Google ticket escalations if needed.
3. No configurations of a Customer's on-prem environment are included.

DESCRIPTION OF DELL SUPPORT ACCESS TO G SUITE OR DRIVE ENTERPRISE ENVIRONMENT

- **Dell is a Delegated Super Admin**
 - Access Google Admin Console
 - Create users
 - Assign licenses
 - Remove mailboxes
- **Full access to Google Admin Console**
 - Full access to Admin Console
 - Set policies for EOP, Retention, Mail Flow rules, etc.
 - Full access to all G Suite/Drive Enterprise Core Services in Admin Console
- **Do Not Have Access to:**
 - Do not have access to the Security Center
 - Do not have access to contents of individual mailboxes for eDiscovery for example
- **When customer does an ADMIN AUDIT**
 - Any changes the Delegated Admin makes would also show up

* A Customer can remove Dell as a Delegated Admin. However, ability to support will become limited. If removed as a delegated admin Dell will only order and provision Subscriptions through Dell.

OFFER SPECIFIC CUSTOMER RESPONSIBILITIES

Customer will be responsible for:

- Training staff to a minimal level of competency on G Suite/Drive Enterprise, feature configuration, and maintenance.

- Administrative functions for Active Directory related to G Suite/Drive Enterprise services purchased from Dell.
- Maintenance of on-premise infrastructure.
- Recovery of on-premise infrastructure in the event of an outage, including restoring data and applications.

GENERAL CUSTOMER RESPONSIBILITIES

Authority to Grant Access. Customer represents and warrants that it has obtained permission for both Customer and Dell to access and use, whether remotely or in-person, Customer-owned or licensed software, hardware, systems, the data located thereon and all hardware and software components included therein, for the purpose of providing these Services. If Customer does not already have that permission, it is Customer's responsibility to obtain it, at Customer's expense, before Customer asks Dell to perform these Services.

Customer Cooperation. Customer understands that without prompt and adequate cooperation, Dell will not be able to perform the Service or, if performed, the Service may be materially altered or delayed. Accordingly, Customer will promptly and reasonably provide Dell with all cooperation necessary for Dell to perform the Service. If Customer does not provide reasonably adequate cooperation in accordance with the foregoing, Dell will not be responsible for any failure to perform the Service and Customer will not be entitled to a refund.

Data Backup. Customer will complete a backup of all existing data, software and programs on all affected systems prior to and during the delivery of this Service. Customer should make regular backup copies of the data stored on all affected systems as a precaution against possible failures, alterations, or loss of data. DELL WILL HAVE NO LIABILITY FOR:

- ANY OF YOUR CONFIDENTIAL, PROPRIETARY OR PERSONAL INFORMATION;
- LOST OR CORRUPTED DATA, PROGRAMS OR SOFTWARE;
- DAMAGED OR LOST REMOVABLE MEDIA;
- THE LOSS OF USE OF A SYSTEM OR NETWORK; AND/OR
- FOR ANY ACTS OR OMISSIONS, INCLUDING NEGLIGENCE, BY DELL OR A THIRD-PARTY SERVICE PROVIDER.

Dell will not be responsible for the restoration or reinstallation of any programs or data.

Third Party Warranties. These Services may require Dell to access hardware or software that is not manufactured by Dell. Some manufacturers' warranties may become void if Dell or anyone else other than the manufacturer works on the hardware or software. Customer will ensure that Dell's performance of Services will not affect such warranties or, if it does, that the effect will be acceptable to Customer. Dell does not take responsibility for third party warranties or for any effect that the Services may have on those warranties.

DELL SERVICES TERMS & CONDITIONS

This Service Description is entered between you, the customer ("you" or "Customer"), and the Dell entity identified on your invoice for the purchase of this Service. This Service is provided subject to and governed by Customer's separate signed master services agreement with Dell that explicitly authorizes the sale of this Service. In the absence of such agreement, depending on Customer's location, this Service is provided subject to and governed by Dell's Cloud Solutions Agreement (as applicable, the "Agreement"). Please see the table below which lists the URL applicable to your Customer location where your Agreement can be located. The parties acknowledge having read and agree to be bound by such online terms.

Customer Location	Terms & Conditions Applicable to Your Purchase of Google Cloud Services
United States	Dell.com/cloudterms
Canada	Dell.ca/terms (English) Dell.ca/conditions (French-Canadian)

Customer further agrees that by renewing, modifying, extending or continuing to utilize the Service beyond the initial term, the Service will be subject to the then-current Google Cloud with Dell Service Description available for review at www.dell.com/learn/us/en/04/service-contracts-saas-cloud-services.

To the extent that any terms of this Service Description conflict with any terms of the Agreement, the terms of this Service Description will prevail, but only to the extent of the specific conflict, and will not be read or deemed to replace any other terms in the Agreement which are not specifically contradicted by this Service Description.

By placing your order for the Google Cloud Subscription Services, receiving delivery of the Google Cloud Subscription Services or the Services identified herein, utilizing the Google Cloud Subscription Services or the Services identified herein or the associated software, you agree to be bound by this Service Description and the Agreement(s) incorporated by reference herein. If you are entering this Service Description on behalf of a company or other legal entity, you represent that you have authority to bind such entity to this Service Description, in which case “you” or “Customer” shall refer to such entity. In addition to receiving this Service Description, Customers in certain countries may also be required to execute a signed Order Form.

SUPPLEMENTAL TERMS CONDITIONS APPLICABLE TO CLOUD & SAAS SERVICES

1. Term of Service. This Service Description commences on the date listed on your Order Form and continues through the term (“Term”) indicated on the Order Form. As applicable, the number of systems, licenses, installations, deployments, managed end points or end-users for which Customer has purchased any one or more Services, the rate or price, and the applicable Term for each Service is indicated on Customer’s Order Form. Unless otherwise agreed in writing between Dell and Customer, purchases of Services under this Service Description must be solely for Customer’s own internal use and not for resale or service bureau purposes.

2. Important Additional Information

- A. Payment for Hardware Purchased With Services.** Unless otherwise agreed to in writing, payment for hardware shall in no case be contingent upon performance or delivery of cloud or SaaS services purchased with such hardware.
- B. Optional Services.** Optional services (including point-of-need support, installation, consulting, managed, professional, support, security or training services) may be available for purchase from Dell and will vary by Customer location. Optional services may require a separate agreement with Dell. In the absence of such agreement, optional services are provided pursuant to this Service Description.
- C. Assignment.** Dell may assign this Service and/or Service Description to qualified third party service providers.
- D. Geographic Limitations and Relocation.** This Service is not available at all locations. Service options, including service levels, technical support hours, and on-site response times will vary by geography and certain options may not be available for purchase in Customer’s location, so please contact your sales representative for these details.

LIST OF COUNTRIES FOR THE AVAILABILITY OF THE DELL CUSTOMER CONTROL PANEL (IN ENGLISH)

- United States of America: <https://cp.cloudstore.dell.com>
- Canada: <https://ca-cp.cloudstore.dell.com>
- United Kingdom: <https://uk-cp.cloudstore.dell.com>
- Germany: <https://de-cp.cloudstore.dell.com>
- France: <https://fr-cp.cloudstore.dell.com>
- Australia: <https://au-cp.cloudstore.dell.com>
- India: <https://in-cp.cloudstore.dell.com>
- Japan: <https://jp-cp.cloudstore.dell.com>
- New Zealand: <https://in-cp.cloudstore.dell.com>
- Malaysia: <https://my-cp.cloudstore.dell.com>

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