

## Google Cloud Services Terms & Conditions

THESE TERMS AND CONDITIONS (THE "TERMS") APPLY TO SEAT OR USER BASED LICENSES FOR GOOGLE CLOUD SERVICES. PLEASE READ THESE TERMS CAREFULLY BEFORE ACCEPTING THESE TERMS OR ACCESSING OR USING THE SERVICES. BY PLACING AN ORDER FOR THE SERVICES OR ACCESSING OR USING THE SERVICES, 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 SERVICES.

**NOTE: THE GOOGLE CLOUD SERVICES DESCRIBED HEREIN ARE NOT CURRENTLY AVAILABLE FROM DELL FOR SALE OR USE IN THE PROVINCE OF QUEBEC.**

1. Your use of the Google Cloud Services reflected on your Google Cloud account with Dell and any changes or additions to the Google Cloud Services that you purchase from Dell (collectively, the "Services") are subject to the Dell Cloud Solutions Agreement located at <https://www.dell.com/learn/ca/en/cacorp1/terms-conditions/cloud-solutions-agreement-ca> (the "Cloud Solutions Agreement") and the Service Description for Google Cloud with Dell available at [www.dell.com/cloudservicecontracts](http://www.dell.com/cloudservicecontracts) (the "Google Cloud Service Description") (Note: This is a US webpage). The Cloud Solutions Agreement and the Google Cloud Service Description are incorporated by reference in their entirety herein.
2. You are purchasing a Subscription to Google Cloud Services. "Google Cloud Services" are any of the currently available Google Cloud Services offered by Dell that you Subscribe to under these Terms (for example, and not by way of limitation, Drive Enterprise or Google Workspace). "Subscription" means an order for a quantity of Google Cloud Services for a defined "Term" of 1 year. The billing plan for each Subscription is as follows:

### **Annual Plan with Annual Pay:**

- For Services purchased under this plan, you commit to purchase the Services for a full one (1) year period (a "Term") and will be charged annually in advance based on the quantity of Google Cloud Services that you purchase. You agree to pay for the Services upfront in accordance with the payment terms set forth in the Cloud Solutions Agreement.
- Within the first 30 days following your order for the Services, you may terminate your Subscription and receive a full refund for the Services terminated. You may not terminate your Subscription after the first 30 days (except as otherwise set forth in the Cloud Solutions Agreement).
- During the Term, you may not remove seats or downgrade Services.
- During the Term, if you order additional Service units for Services that you already Subscribe to, your charge for those additional Services will be prorated.
- At the end of the initial one (1) year Term and each renewal Term thereafter, your Subscription will automatically renew using your selected payment method unless

otherwise set forth herein or notified by Dell. You may elect to opt out of auto renewal by sending notice of non-renewal to Dell or by opting out of automatic renewal in the online portal for the Services.

#### **Annual Plan with Monthly Pay:**

- For Services purchased under this plan, you commit to purchase the Services for a full one (1) year Term and will be charged monthly in advance based on the quantity of Google Cloud Services that you purchase. You agree to pay for the Services on a monthly basis in accordance with the payment terms set forth in the Cloud Solutions Agreement.
- Within the first 30 days following your order for the Services, you may terminate your Subscription and receive a full refund of any fees paid for the Services terminated. You may not terminate your Subscription after the first 30 days (except as otherwise set forth in the Cloud Solutions Agreement).
- During the Term, you may add but not remove seats. You may also upgrade Services but not downgrade Services.
- During the Term, if you order additional Service units for Services that you already Subscribe to, your charge for those additional Services will be prorated.
- At the end of the initial one (1) year Term and each renewal Term thereafter, your Subscription will automatically renew using your selected payment method unless otherwise notified by Dell. You may elect to opt out of auto renewal by sending notice of non-renewal to Dell or by opting out of automatic renewal in the online portal for the Services.

#### **Flexible Plan with Monthly Pay:**

- For Services purchased under this plan, there is no commitment or defined Subscription period. You will be billed for each month in arrears and You agree to pay for the Services on a monthly basis in accordance with the payment terms set forth in the Cloud Solutions Agreement. Any partial day of Services usages will be rounded up to a full day of Services usage for the purposes of calculating applicable fees.
- You may add or remove users at any time and will only be charged for the number of users and days used per user during the previous month.
- Your Subscription will continue until terminated. You may terminate your Subscription at any time by sending notice of termination to Dell or by cancelling your Subscription in the online portal for the Services. You will be responsible for paying for all use per user up to the date of termination. No refunds will be provided.

3. In the event you Subscribe to the Services under a promotional offer from Google, your promotional pricing will be valid for the duration of the applicable promotion period and will not auto renew at the end of such period.

4. Additional services and optional services, such as point-of-need support, installation, consulting, and professional or training services, may be available for purchase from Dell and subject to a separate service description or supplemental terms of service.
5. In addition to these Terms, the following supplemental terms and conditions of service apply solely with respect to your use of Google Cloud Services purchased.

By accepting these Terms, you acknowledge that your use of Google Cloud Services is subject to the Google Terms of Service located at [https://workspace.google.com/terms/2013/1/premier\\_terms.html](https://workspace.google.com/terms/2013/1/premier_terms.html) (the "TOS"), which is incorporated by reference in its entirety herein. If you Subscribe to a free trial for the Services, you are also subject to Googles Free Trial Terms located at [https://workspace.google.com/terms/2013/1/premier\\_terms.html](https://workspace.google.com/terms/2013/1/premier_terms.html) (the "Trial Terms"). In addition, your use of Google Cloud Services is subject to the terms set forth below as established by Google. You hereby accept and agree to comply with the TOS, the Trial Terms (as applicable) and the additional terms below.

- You hereby consent to Dell providing your contact details to Google and to allow Google to use such details to communicate directly with you for the following purposes: (i) to the extent required to execute any non-standard orders, (ii) for purposes related to the provisioning of the Google Cloud Services, including in relation to any updates or security incidents; (iii) as required to ensure you are notified of available options to maintain continuity in provisioning, (iv) as reasonably required for Google to perform technical support; and (v) to conduct technical support, customer service and satisfaction surveys.
  - You hereby consent to Dell providing your contact details to Google and to allow Google to use such details to inform you about new or additional Google products related to the Google Cloud Services. Google will allow you to opt out of receiving such communications at any time.
  - You hereby consent to Dell providing Google with a copy of these Terms as Google may reasonably request.
  - You are responsible for providing the necessary notices, and obtaining and maintaining any consents, required from your end users to allow Dell and Google to perform their respective contractual obligations hereunder.
  - The Service Level Agreement in the TOS (the "SLA") sets out your sole and exclusive remedy for any failure by Google to meet the SLA, and the you must request any such remedies directly from Dell.
  - Google will only provide technical support directly to you as set out in the Google TOS.
  - Dell, Google and you are independent contractors with respect to the purchase and use of the Google Cloud Services.
6. Access to and use of the Google Cloud Services will begin once you have been onboarded. You may contact your Dell sales representative at any time for pricing information.
  7. Dell reserves the right to cancel orders as a result of pricing or other errors.
  8. You may contact your Dell sales representative for assistance with obtaining a copy of any of the documents referenced herein.