



Cloud Subscriptions Schedule to the Commercial Terms of Sale

This Cloud Subscriptions Schedule (“**CS Schedule**”) establishes the terms and conditions under which Supplier will provide Supplier-branded cloud Subscriptions (“**Dell Cloud Subscriptions**”) or Third Party Offerings for cloud subscriptions (“**Third Party Cloud Subscription(s)**”) for use by Customer. For this CS Schedule, Dell Cloud Subscriptions and Third Party Cloud Subscriptions are referred to as Offerings (“**Offerings**”).

This CS Schedule includes and incorporates by reference the Commercial Terms of Sale (“**CTS**”) available at www.dell.com/onlinetermstable for the location of the Dell entity on the Order. Capitalized terms used in this CS Schedule and not defined herein have the same meanings given to such terms in the CTS.

Dell Cloud Subscriptions are also subject to the following as updated throughout the Subscription Term and that, in the event of a conflict, will prevail in the following order: (i) the Subscription Specification available at www.dell.com/offeringspecificters; (ii) this CS Schedule; (iii) the Supplier’s Acceptable Use Policy available at www.dell.com/AUPtranslations (“**AUP**”); (iv) Supplier’s Data Processing Schedule as provided in the CTS or if there is no Data Processing Schedule in the CTS then the Data Processing Schedule available at: www.dell.com/dataprocessingschedule; (v) Supplier’s Information Security Measures Addendum available at www.dell.com/en-us/lp/legal/cloud-subscriptions-isma (“**ISMA**”); (vi) the Order; and (vii) the CTS.

As provided in Third Party Offerings Clause of the CTS, Third Party Cloud Subscriptions are subject to the terms and conditions of the third party supplier/manufacturer (“**Third Party Terms**”) available at www.dell.com/offeringspecificters or directly from such third party manufacturer/supplier. Third Party Cloud Subscriptions are also subject to the Third Party Cloud Subscription Specification and Supplier’s AUP. In the event of a conflict in Supplier’s terms for Third Party Cloud Subscriptions, the terms will prevail in the following order: (i) the Third Party Cloud Subscription Specification; (ii) this CS Schedule; (iii) the AUP; (iv) the Order; and (v) the CTS.

The Effective Date of this Schedule is the earlier of the date the Customer agreed to this CS Schedule, or the date Customer first used the Offering subject to this Schedule.

1. **Definitions.**

1.1 “Customer Content” means data (including all text, sound, video, and image files), software (including machine images), and other information Customer or Customer’s personnel and clients, store, use or make available to Supplier or a third party, as applicable, through use of the Offering. Customer Content does not include System Data as defined in the Telemetry Data Provision available at: www.dell.com/telemetry.

1.2 “Evaluation Service” means any Dell Cloud Subscription, or a feature or functionality of the Dell Cloud Subscription, that Supplier offers on an evaluation or trial basis under this CS Schedule. If Customer is participating in a separate Supplier technical preview or beta program, then the terms of that program will apply to that preview or beta program.

1.3 “Login Credentials” means any passwords, authentication keys, tokens, certificates, or other identity or authentication credentials that enable Customer’s access to or management of the Offering.

1.4 “Reseller” means a participant in the Solution Provider Track of the Dell Technologies Partner Program who purchases the Offering either directly from Supplier or from a Supplier-authorized distributor and resells the Offering to Customer. If Customer ordered the Offering from a Reseller, then “Supplier” means the Dell Technologies entity that invoices the Reseller or authorized distributor for the Offering.

1.5 “Service Level Agreement” means the then-current version of Supplier’s performance commitments, if any, for the Dell Cloud Subscription. If applicable, these will be provided in the Subscription Specification or the Offering Specific Terms. With respect to Third Party Cloud Subscriptions, the Service Level Agreement is provided by the applicable third party and not Dell.

2. Dell Cloud Subscriptions.

2.1. Scope. This CS Schedule applies to the Dell Cloud Subscription Customer ordered as of the Effective Date. This CS Schedule also applies to subsequent Orders for additional services, features, functionality, and capacity for that same Dell Cloud Subscription during the Subscription Term ("**Subsequent Order**"). Orders for other Dell Cloud Subscriptions will be governed by the CS Schedule then in effect on the date of such Orders. Subject to Clause 8 (Reseller Transactions) below, this CS Schedule also applies if Customer orders the Dell Cloud Subscription (including Subsequent Orders) from a Reseller.

2.2. Use and Ownership.

- A. Access and Use.** Customer may access and use the Dell Cloud Subscription only: (a) during the Subscription Term; (b) for Customer's internal business purposes (which may include providing services to Customer's clients if permitted in the Service Offering Description); and (c) in accordance with this CS Schedule. Customer may stop using a Dell Cloud Subscription at any time, but Customer must continue paying fees and charges due during the Subscription Term. Customer must not: (1) resell or rent the use of the Dell Cloud Subscription; or (2) use the Dell Cloud Subscription in support of an offering, or for a purpose, which is intended to compete with the Dell Cloud Subscription business.
- B. Software Use.** Customer may receive Software from Supplier, which must be installed in Customer's environment to enable Customer to use the Dell Cloud Subscription. If the Dell Cloud Subscription includes Software that is licensed by Supplier to Customer, then Customer will only use such Software: (i) in connection with Customer's use of the Dell Cloud Subscription and as provided in this CS Schedule; (ii) for the Subscription Term; and (iii) in accordance with the EULA.
- C. Customer Content.** If Supplier believes a problem with the Dell Cloud Subscription is caused by, or results from, Customer Content, or Customer's use of the Dell Cloud Subscription, then Customer agrees to cooperate with Supplier in order to identify and resolve the problem.
- D. Ownership.** Customer agrees that Supplier owns all rights, titles, and interests in and to the Dell Cloud Subscription and all improvements, enhancements, modifications, and derivative works, and all intellectual property rights in all of these. Customer's rights to use the Dell Cloud Subscription are limited to those specifically stated in writing in the CS Schedule. Customer agrees that Customer does not have any other implied rights in, or to, the Dell Cloud Subscription. Supplier reserves all rights not granted to Customer in the CS Schedule.

2.3. Subscription Term. The Subscription Term is stated in the applicable Order and includes any renewal terms (if applicable, as may be set forth in the Service Offering Description). The initial term begins on the earlier of: (i) the date on which Customer starts using the Dell Cloud Subscription; or (ii) the date Customer completes the registration process; or (iii) as otherwise specified in the Order or in the applicable Service Offering Description. For purposes of any on-demand Cloud Subscriptions, the Subscription Term means the period during which Customer has access to the Cloud Subscription, for which Customer will be billed, as specified in the applicable Order, and as may be further defined in the Service Offering Description.

2.4. Modifications.

- A. Generally.** Supplier may modify the Dell Cloud Subscription from time to time. Modifications may include optional new features for the Dell Cloud Subscription, which Customer may use subject to the then-current Service Offering Description or changes to components of the Dell Cloud Subscription. Supplier will give Customer notification of material modifications, including their effective date, either by email, through a portal, or directly through the Dell Cloud Subscription. Customer's continued use of the Dell Cloud Subscription after the date of any modification will be considered as Customer's acceptance of the modified Dell Cloud Subscription.

B. Material Modifications.

- (1) Option to Terminate.** If Supplier removes a material feature or materially reduces the functionality of the Dell Cloud Subscription, then Supplier will notify Customer through the relevant portal or by email and Customer will have the right to terminate the Order for the Dell Cloud Subscription by notifying Supplier within 30 days from the date of Supplier's modification notice. If Customer elects to terminate that Order, then termination occurs on: (a) the date Supplier receives Customer's notice of termination; or (b) any later date Customer specifies in Customer's notice (though this date must not occur more than 90 days after the date Supplier receives Customer's termination notice).
- (2) Right to Refund.** Customer remains responsible for the payment of all fees incurred through the termination date. Supplier will promptly refund the portion of any prepaid fees for the Dell Cloud Subscription that will not be provided as a result of the termination under Clause 2.4.B.(1) (Option to Terminate). Except to the extent otherwise required under applicable law, Customer is not entitled to any other remedies.

2.5. Data Protection; Security Measures. Without limiting Supplier's obligations under the Data Privacy Section of the CTS, Supplier will provide the Dell Cloud Subscription in compliance with reasonable and appropriate security measures as stated in the ISMA. The ISMA and the applicable Service Offering Description define the administrative, physical, technical, and other safeguards applied to Customer Content residing in the Dell Cloud Subscription. Except to the extent otherwise provided in the Service Offering Description, Customer is responsible for applying appropriate security measures with respect to Customer's access to and use of the Dell Cloud Subscription, which may include: (a) controlling and managing the access Customer provides to Customer's personnel and/or clients; (b) configuring the Dell Cloud Subscription appropriately; (c) securing Customer Content and Login Credentials (e.g., through encryption) while it is in transit and at rest; and (d) backing up Customer Content consistent with the requirements of the CTS. Customer acknowledges that Customer is solely responsible for ensuring that Customer has implemented appropriate security measures for Customer Content and Login Credentials in Customer's custody and Customer's intended use of the Dell Cloud Subscription. Customer acknowledges that uploading Customer Content to the Dell Cloud Subscription does not constitute a disclosure by Customer of Customer's Confidential Information to Supplier.

2.6. Monitoring & Telemetry. The Dell Cloud Subscription monitors and collects telemetry data relating to Customer's use thereof. More information may be found at this link: www.dell.com/telemetry. For the purpose of this CS Schedule, the references in the Telemetry Data Provision to "**Services**" include the Dell Cloud Subscription.

2.7 Cloud Service Provider Partners. Notwithstanding Clause 2.2.A (Access and Use), if Customer is a Cloud Service Provider partner in good standing in the Dell Technologies Partner Program, then Supplier grants Customer a nonexclusive and nontransferable right to use the Dell Cloud Subscription, including any Software licensed by Supplier, to provide services to Customer's clients during the Subscription Term. Customer may allow clients to use the Dell Cloud Subscription solely in order to access, process and manipulate the information, data and records of the client stored on, controlled by or accessed through the Dell Cloud Subscription. Customer is responsible for any access to and use of the Dell Cloud Subscription by its clients as if such access was by Customer. Customer will not include any terms with its clients that contravene or supersede the provisions of this CS Schedule.

3. Third Party Cloud Subscriptions.

3.1. Access and Subscription Term. After receipt and acceptance by Supplier of an Order for Third Party Cloud Subscriptions, Supplier (or the applicable third-party) will send to the Customer the instructions, user IDs, software license keys or passwords to enable the Customer to activate and/or access the Third Party Cloud Subscription ("**Activation Instructions**"). The date Activation Instructions are transmitted or, in the event Activation Instructions are not required, the date an online Order is executed, is the "**Activation Date**". Unless otherwise described in the applicable Offering Specific Terms, the Subscription Term begins on the Activation Date and will extend for the period indicated in the Order.



3.2. Proprietary Rights. All right, title, and interest in the patents, copyrights, trademarks, trade secrets or other intellectual property rights embodied in a Third Party Cloud Subscription belong solely and exclusively to the applicable third party.

3.3. Use. Customer is responsible for the Customer Content and any other data and software it uses or stores in the cloud, including its maintenance, operation, and compatibility in and with the cloud, and any third-party claims regarding the same. Customer understands and agrees that neither Supplier nor the licensor of the applicable Third Party Cloud Subscription has control over the content of the data processed including when Supplier performs any Support Services on Customer's behalf.

3.4. Security. Customer must use reasonable security precautions in connection with its use of the Third Party Cloud Subscription and comply with the AUP. Customer must cooperate with Supplier's reasonable investigation of services outages, security issues and any suspected breach of this CS Schedule. Customer is responsible for the use by its personnel and clients and for any person who gains access to Customer's data, the data of its clients or end users, and the Third Party Cloud Subscription as a result of Customer's failure to use reasonable security precautions, even if the use was not authorized by Customer. Customer will ensure that its personnel and clients comply with the obligations under this CS Schedule and that the terms of its agreement with each client are consistent with this CS Schedule and are legally enforceable. If Customer becomes aware of any violation of its obligations under this CS Schedule by its personnel or clients, Customer shall immediately terminate such access to and use of the Third Party Cloud Subscription.

4. Orders, Credit Cards and Additional Fees.

4.1. Orders. Unless otherwise stated in the CS Schedule, all Orders for Offerings are non-refundable and non-cancellable.

4.2. Credit Card Payments. If Customer pays for the Offering using a credit card (to the extent available), then: (a) Customer authorizes Supplier to periodically charge Customer's credit card for the Offering fees; (b) Customer will be subject to any additional terms presented to Customer by the third-party credit card payment processor (which will be the merchant of record for that transaction); and (c) Customer is responsible for keeping Customer's credit card information up to date. Customer agrees that Supplier may request that Customer's credit card payment issuer pre-authorize and hold an amount equal to the next recurring fee (or an estimate if the fee is variable) for the Offering in advance of its due date.

4.3. Additional Fees. Supplier may invoice Customer directly for any additional fees, even if Customer ordered the Offering from a Reseller. Customer agrees that Supplier may invoice Customer for fees even if a corresponding purchase order was not received from Customer or a Reseller.

5. Suspension.

5.1. Generally. Supplier may suspend Offerings: (a) if Customer is in material breach of the CS Schedule and has not cured that breach within 10 days from Supplier's notice; or (b) with immediate effect, if Customer's use breaches Supplier's AUP poses an imminent security risk or is required by subpoena or law enforcement or (c) as provided in the Service Offering Description, Offering Specific Terms or Third Party Terms, as applicable. If permitted by law, Supplier will give Customer notice before the suspension, unless Supplier reasonably believes that providing notice presents a risk of harm to the Offering, to other users of the Offering, or to any person or property, in which case, Supplier will notify Customer as soon as feasible or permitted. Supplier will use best efforts to suspend Customer's access only to the Offering that is the subject of the issue giving rise to the suspension; however, if suspension only to the affected Offering is not possible, then Supplier is allowed to suspend all Offerings. Supplier will promptly reinstate the Offering once Supplier agrees that the issue(s) causing the suspension has been resolved.

5.2. Effect of Suspension. Customer must pay all applicable fees incurred before and during any suspension. Customer will not be entitled to any service credits under an applicable Service Level Agreement due to such suspension.



5.3. Termination for Suspension. If Supplier has the right to suspend the Offering under Clause 5.1 (Suspension – Generally), then Supplier also has the right to terminate the Offering. Such termination will be effective immediately upon written notice to Customer in the event of a breach of the AUP or 30 days after Supplier’s notice if Customer has failed to cure.

6. Term and Termination.

6.1. Term. This CS Schedule commences on the Effective Date and continues until terminated in compliance with this Clause.

6.2. Termination. Customer may only terminate the CS Schedule (including any Order) as authorized in this CS Schedule. Either party may terminate the CS Schedule (including any Order) for cause, if: (a) the other party becomes insolvent, admits in writing its inability to pay its debts as they mature, or makes an assignment for the benefit of creditors; (b) the other party becomes subject to control of a trustee, receiver, or similar authority, or to any bankruptcy or insolvency proceeding; or (c) the other party commits a material breach of the CS Schedule and has failed to cure the breach within 30 days from the other party’s written notice.

6.3. Effects of Termination.

- A.** Generally. When an Offering expires, terminates, or ends for any reason, Customer must: (a) stop using the Offering; and (b) return or, if requested by Supplier, destroy, any of Supplier’s Confidential Information in Customer’s possession or under Customer’s control (other than information that applicable law requires Customer to retain). The Service Offering Description will state when Supplier will delete any Customer Content from Dell Cloud Subscriptions. Customer is responsible for making sure that Customer has copies of all Customer Content prior to the date of any termination and Supplier assumes no liability for any content, including Customer Content, deleted after the applicable date set forth in the Service Offering Description.
- B.** Refunds. Customer may be entitled to a refund of the portion of prepaid fees for the Dell Cloud Subscription that will not be provided as a result of a termination in the following cases: (a) If Supplier terminates the Dell Cloud Subscription under Section 7.3 (Subscription Warranty) of the CTS or under 12.2 (Indemnification by Supplier) of this CS Schedule; and/or (b) If Customer terminates the Dell Cloud Subscription under Clauses 2.4B (Material Modifications) or 6.2 (Termination) of this CS Schedule. Any other termination/rejection of the Offerings will not entitle Customer to any refunds, credits, or exchanges.
- C.** Fees. If Supplier terminates the Offerings due to Customer’s material breach or following Supplier’s suspension, then Customer will promptly pay Supplier all fees due for the Offering through the remainder of the Subscription Term.
- D.** Survival. The provisions relating to payment of outstanding fees, confidentiality, liability, and the Data Processing Schedule so long as Supplier continues to process Customer’s “**Personal Data**” (as defined in the Data Processing Schedule), all rights of action accruing prior to termination, along with any other provision of the CS Schedule that, expressly, or by its nature and context, is intended to survive, will survive termination.

7. Support Services.

7.1. Generally. The Dell Cloud Subscription includes the Support Services described in the Service Offering Description, if applicable. If Supplier provides Support Services to Third Party Cloud Subscriptions, such Support Services will be described in the Offering Specific Terms for that Third Party Cloud Subscription.

7.2. Access to Customer Content. When providing Support Services, Supplier will not access or use any Customer Content unless Customer has authorized Supplier to do so.

8. Reseller Transactions. Notwithstanding anything to the contrary herein, if Customer orders the Dell Cloud

Subscription through a Reseller: (a) All references and terms related to fees, payments, refunds, Customer's cancellation and/or termination rights, or similar financial terms (the "**Financial Terms**") will not apply to Customer. Financial Terms in Customer's agreement with the Reseller will apply instead; (b) All notices in the CS Schedule required from Customer to Supplier will also be required from Customer to Reseller; (c) In the event that Customer or Reseller (i) becomes insolvent, admits in writing its inability to pay its debts as they mature, or makes an assignment for the benefit of creditors, or (ii) becomes subject to control of a trustee, receiver, or similar authority, or to any bankruptcy or insolvency proceeding, Customer consents to the assignment of Customer's agreement with Reseller for the Dell Cloud Subscription to Supplier if such assignment is requested by Supplier and is permitted under Supplier's agreement with the Reseller or distributor.

9. Evaluation Use. If Customer uses any Evaluation Service, the terms of this Clause 9 (Evaluation Use) govern that use, and control over any conflicting provision of this CS Schedule. The term "Dell Cloud Subscription" includes an Evaluation Service in all provisions of this CS Schedule that are not in conflict with the provisions of this Clause 9 (Evaluation Use).

- A.** Customer may use an Evaluation Service only (a) for internal testing and evaluation or trial purposes and as provided by the Subscription Specification and (b) for a period of 30 days (unless Supplier specifies otherwise) beginning on the date Supplier provides Customer Login Credentials for or access to the Evaluation Service. Customer will not have access to the Evaluation Service or to any data or Customer Content in the Evaluation Service after Customer's authorized use period ends. This Clause 9 (Evaluation Use) prevails in the event of a conflict with the Subscription Specification.
- B.** Use of an Evaluation Service may be subject to additional terms from a third-party service provider.
- C.** Supplier provides all Evaluation Services: (a) "AS IS"; and (b) without indemnification, warranty, or condition of any kind. No service level commitment will apply to Evaluation Services.
- D.** The Data Processing Schedule does not apply to Customer's use of an Evaluation Service, and Customer agrees not to put production data or data regulated by law or regulation into an Evaluation Service. If Customer puts that data into an Evaluation Service, Customer does so at Customer's own risk and Supplier will not be responsible for the consequences of that use.
- E.** Certain features or functionality of a Dell Cloud Subscription may not be available in an Evaluation Service. Providing any Evaluation Service, or any feature or functionality in an Evaluation Service, does not constitute Supplier's commitment to offer the Evaluation Service or that feature or functionality on a generally available basis.
- F.** Supplier may modify or terminate an Evaluation Service at any time, and any modification or termination will not be deemed a material, detrimental change.
- G.** The aggregate liability (excluding indirect damages, for which Supplier expressly disclaims all liability) of Supplier, and its affiliates and suppliers, for any claim arising from Customer's use of an Evaluation Service will not exceed \$5,000 USD (or the equivalent in local currency).

10. Required Disclosures. If Supplier is required by a government body or court of law to disclose any Customer Content, Supplier will provide Customer with notice and a copy of the demand as soon as practicable, unless prohibited by applicable law. Supplier will take reasonable steps at Customer's expense to contest any required disclosure if requested by Customer.

11. Feedback. Any feedback, enhancement requests, corrections, or suggestions that Customer provides to Supplier in connection with the Dell Cloud Subscription ("**Feedback**") is Supplier's Confidential Information. Customer agrees that Supplier may use the Feedback without any restriction from Customer or compensation to Customer, and Customer assigns to Supplier all rights in, and to, Feedback.

12. Indemnities.

12.1. Indemnification by Customer. Subject to the remainder of this Clause 12 (Indemnities), Customer will: (a) defend Supplier and its suppliers against any third-party allegation, claim, action, demand, or lawsuit arising from or relating to: (a) Customer Content or Third Party Offerings; (b) Customer, or Customer's personnel or clients, use of any Offering in violation of this CS Schedule; (c) combination of the Offerings with non-Dell products, non-Dell content including any Customer Content and/or any Third Party Offerings; or (d) Customer, or Customer's personnel or clients, infringement or misappropriation of Dell's, Dell Affiliates' or third parties' intellectual property rights ("**Third Party**

Claim"); and (b) indemnify Supplier and its suppliers by paying (i) the resulting costs and damages finally awarded against Supplier or its suppliers by a court of competent jurisdiction to the extent such are the result of the Third Party Claim; or (ii) the amounts stated in a written settlement negotiated and approved by Customer. Customer may not, without Supplier's prior written consent, settle any Third Party Claim if that settlement obligates Supplier or its suppliers to admit any liability, to make any monetary payment, or to undertake any material obligation, or if that settlement would affect any Dell Offering or Supplier's business practices or policies.

12.2. Indemnification by Supplier. Supplier will: (a) defend Customer against any third party claim that the Dell Cloud Subscription (but excluding Third Party Cloud Subscriptions, any Evaluation Service, Dell Cloud Subscriptions provided at no charge, and open source software) infringe that party's patent, copyright, or trade secret enforceable in the country where Customer purchased the Dell Cloud Subscription from Supplier ("**Claim**"); and (b) indemnify Customer by paying: (1) the resulting costs and damages finally awarded against Customer by a court of competent jurisdiction to the extent that such are the result of the Claim; or (2) the amounts stated in a written settlement negotiated and approved by Supplier. In addition, should any Dell Cloud Subscription become, or in Supplier's opinion be likely to become, the subject of such a Claim, Supplier may, at its expense and in its discretion: (a) obtain a right for Customer to continue using the affected Dell Cloud Subscription; (b) modify the affected Dell Cloud Subscription to make them non-infringing; (c) replace the affected Dell Cloud Subscription with non-infringing substitutes; (d) discontinue the Dell Cloud Subscription and refund the portion of any prepaid Subscription fees that corresponds to the period of Subscription discontinuation. Except as otherwise provided by law, this Clause 12 (Indemnities) states Customer's exclusive remedies for any third party intellectual property claim relating to the Dell Cloud Subscription, Products, Subscription, or Support Services, and nothing in this Agreement or elsewhere will obligate Supplier to provide any greater indemnity.

12.3. Limitations. Supplier will have no obligation under Clause 12.2 (Indemnification by Supplier) above: (a) if Customer is in material breach of this CS Schedule, the CTS or the Order; or (b) for any Claim resulting or arising from: (1) any combination, operation or use of the Dell Cloud Subscription with any other products, services, items, or technology, including Third Party Cloud Subscriptions and open source software; (2) use for a purpose or in a manner for which the Dell Cloud Subscription was not designed, or use after Supplier notifies Customer to cease such use due to a possible or pending Claim; (3) any modification made to the Dell Cloud Subscription, or Support Service performed by any person other than Supplier or its authorized representatives; (4) any modification made to the Dell Cloud Subscription performed by Supplier pursuant to instructions, designs, specifications or any other information provided to Supplier by or on behalf of Customer; (5) use of any version of a Dell Cloud Subscription, when an upgrade or newer iteration of the Dell Cloud Subscription made available by Supplier would have avoided the infringement; (6) services provided by Customer; or (7) any data or information (including but not limited to all text, sound, video and image files), software (including machine images), and other information that Customer, including its end users, or third party stores, uses or makes available to Supplier or others through or in connection with the Dell Cloud Subscription, including Customer Content.

12.4. Indemnification Process. A Party's duty to defend and indemnify under this CS Schedule is contingent upon the other Party: (a) sending prompt written notice of the Claim to the indemnifying Party and taking reasonable steps to mitigate damages; (b) granting to the indemnifying Party the sole right to control the defense and resolution of the Claim; and (c) cooperating with the indemnifying Party in the defense and resolution of the Claim and in mitigating any damages.

13. General.

13.1. Entire Agreement. This CS Schedule, along with the CTS (including any other applicable Schedules or any Offering Specific Terms incorporated by reference) and each Order, comprise the complete statement of the agreement of the Parties regarding the subject matter thereof and replace any previous agreements between Parties and Affiliates. This CS Schedule may be amended only by written agreement. Terms on any Order or any term or condition on a Customer form have no legal effect and do not modify or supplement the Agreement.

13.2 References. References in any Subscription Specification to the Cloud Service Offerings Agreement or the Cloud Solutions Agreement shall mean this CS Schedule.