Service Description
Dell Technologies
PowerScale for Google Cloud
Updated April 30, 2021

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1. **Introduction.**

This Service Description supplements the [https://www.dell.com/learn/us/en/uscorp1/terms-conditions/dell-emc-cloud-services-terms-of-service](https://www.dell.com/learn/us/en/uscorp1/terms-conditions/dell-emc-cloud-services-terms-of-service) ("Terms") that govern the Services (as defined herein below). The Services shall be provided to Customer by EMC Corporation ("Service Provider") or, if outside North America, the appropriate Service Provider affiliate used to deliver said Services to Customer. The Services can be acquired only through the Google Marketplace in conjunction with additional Google services provided directly from Google. Additionally, and for the avoidance of doubt, the Services and this Service Description are ultimately between EMC Corporation, or, if purchased outside the United States, the local Service Provider affiliate offering the Services, and Customer. By purchasing the Services, you hereby agree to be bound by the provisions set forth in the Terms and this Service Description.

For purposes of this Service Description, the following definitions shall apply:

- “Infrastructure” means the underlying technology, including Service Provider storage and third-party technology, that supports Customer’s use of the Services.

- “Order” means, for purposes of this Service Description, Customer’s purchase of the Services from Service Provider through the Google Marketplace which may also include, by way of example, a quote, purchase order or other purchasing mechanism.

- “Services” means the Service Provider storage and Google Cloud Platform ("GCP") Service Offering as further described herein, and that Customer is authorized to consume under this Service Description and the Terms.

- “Related Software” means software provided by Service Provider in connection with the Services for the sole purpose of enabling Customer to use the Services. Related Software may include development software and tools, and software to be installed on end user devices for the purpose of using the Services. Related Software excludes software that Service Provider makes available under separate terms or pursuant to a separate agreement.

2. **Service Description.**

Service Provider will provide a managed, off-premise storage service to be used by Customer in conjunction with other GCP services. The Services are a scale-out NAS storage service, which provides management of PowerScale storage cloud connected to GCP. The Services shall be purchased by the Customer through the Google Marketplace with configurations and minimum capacity as set forth in Exhibit A, attached hereto. The Services will be made available in multiple Tiers of Service and committed Service Periods (as further illustrated in Exhibit A) and includes: (i) proactive monitoring...
and management to an availability Service Level and (ii) 24x7 integrated Google-Service Provider support. Service Provider assumes no liability, and makes no representations or warranties, related to Customer’s use of the Google Marketplace or the GCP. All such use of the Google Marketplace (including the GCP) shall be subject to applicable terms between Customer and Google. For the avoidance of doubt, Service Provider is not selling, nor reselling, GCP.

The Services are made available to Customer subject to the following:

- Tiers of Service, represent the performance characteristics of the Service.
- Minimum term commitments.
- Unless otherwise agreed by the parties, bands of Service specific to each tier of Service with a minimum band capacity and minimum commitment for the Service Period. Each band of Service represents a new price for the Service in conjunction with a new minimum capacity. Such bands, pricing, commitments and tiers will be set forth on the applicable Order.
- Details of the above are set forth in Exhibit A.

3. **Service Periods.**

By submitting an Order, Customer confirms its obligation for the Service Period (as defined below) and the associated financial commitment.

- **SERVICE PERIODS & RENEWAL:** Services are currently available under a defined term of Service (each a “Service Period”). Prior to expiration of the Service Period, Service Provider will notify Customer, and Service Provider may offer Customer a renewal of an Order at Customer’s price under their current Order. If Customer fails to renew, then the termination provisions of the Terms will apply.

- **SERVICE PERIOD UPGRADES:** Customer may extend Service Period to a longer available Service Period (retroactive to original commitment date and price point prior to the completion of the initial Service Period).

- **SERVICE PERIOD COMMENCEMENT:** As part of submitting an Order, Customer will be provided the timeframe for when the Service will be available for use (i.e., two Business Days). Service Provider will provide Customer an e-mail communication confirming the Service is available for use. The Service will be deemed accepted in full by Customer if Customer does not respond within two Business Days rejecting the Order. The Service Period begins on the acceptance of the Service via the aforementioned email confirmation from Service Provider, but in any event, no later than two Business Days after said email is sent by Service Provider.

- **TERMINATION:** Notwithstanding anything to the contrary set forth in the Terms, Customer cannot terminate this Service Description or the Terms, including the Services purchased under any Order, for any reason. Customer must satisfy the applicable Service Period set forth in the applicable Order.
SERVICE EXPANSION: Customer may consume additional Services above the minimum capacity for the committed band within the committed Service Period. Any capacity upgrade above the minimum committed capacity does not alter the billing rate, however Customer may be subject to Additional Fees as per the below Section 5. At any time, Customer may change their minimum commitment to a higher band in order to receive the lower price of the new band. The new minimum commitment will apply for the remainder of the original Service Period. For the avoidance of doubt, the new price shall only apply for the remainder of the Service Period. Any increase in capacity shall be in discrete increments as set forth in the Exhibit A.

TIER CHANGE: Customer may change their tier commitment subject to the approval of Service Provider and tier availability.

SERVICE REDUCTION: If the capacity consumed falls below the minimum committed capacity, Customer shall still be obligated to pay the fees associated with the minimum committed capacity set forth on the Order.

TERMINATION BY GOOGLE OR SERVICE PROVIDER: In the event that Service Provider and Google terminate their relationship, or such relationship is not renewed, Service Provider will continue to provide the Services to existing Customers for no more than twelve (12) months from the date of such termination or the expiration of the Customer’s Service Period, whichever is shorter.

4. **Orders.**

Any terms and conditions in an Order that conflict with, add to, or attempt to modify in any way this Service Description or the Terms are null and void.

5. **Fees and Payment Terms.**

The following terms will apply to the Services:

- **FEES:** Customer agrees to pay the minimum fees set forth in the applicable Order, for the Service Period, according to the payment method that Customer chooses from available options in the Google Marketplace.

- **ADDITIONAL FEES:** Customer will pay additional fees for any increased consumed Services above the minimum capacity set forth in the applicable Order.

- **FEE:** Fees for the Services shall be set forth on the Google Marketplace.

- **FEE CHANGES:** Fees may change with any change in Service Period made pursuant to this Service Description.

- **INVOICES:** Invoicing for the Services will be done by Google. Customer agrees to
pay all invoices in full in accordance with Customer’s terms with Google. Service Provider reserves the right to directly collect any fees that Google has not collected or Customer has not paid.

- **BILLING DISPUTES:** To the fullest extent permitted by law, Customer waives all claims relating to payments or fees unless Customer provides its claim to Service Provider in writing within thirty (30) days after charged or invoice is due.

- **TAXES:** The charges for the Services are exclusive of, and Customer must pay or reimburse all value added, sales, use, excise, withholding, personal property, goods and services, and other taxes, levies, customs, and duties resulting from the Order, except for taxes based on Service Provider’s or the Service Provider affiliate’s net income. Such taxes will be billed and collected by Google through existing billing processes. Any applicable customer tax exemptions are applied through these existing Google processes and Customer has the responsibility to provide such documentation to Google in advance of the Order.

6. **Technical Support.**

Customer is required to sign-up for the Google Cloud Platform Services: Technical Support Services as described at [https://cloud.google.com/terms/tssg/](https://cloud.google.com/terms/tssg/). Google technical support for the Services will be provided in accordance with the terms of the support package purchased by the Customer from Google.

GOOGLE FRONTLINE SUPPORT: Authorized Customer contacts will contact Google in the event of a support issue related to the Services. As such, Customer will not initially contact Service Provider for support and will instead direct all initial support questions to Google.

7. **Privacy.**

- **PRIVACY STATEMENTS.** For information about Service Provider Privacy Statements, please read the global and country-specific privacy policies at [www.Dell.com/Privacy](http://www.Dell.com/Privacy). These policies explain how Service Provider treats Customer personal information and protects Customer privacy.

- **EUROPEAN UNION’S GENERAL DATA PROTECTION REGULATION (GDPR).** Customer agrees not to store, transfer or export any personal data to the Services and Infrastructure that is subject to GDPR. In the event Customer violates this provision, Service Provider may immediately terminate these Terms and any Services without further liability to Customer, it’s End Users or customers.
8. **Security.**

Service Provider has implemented reasonable systems and procedures that meet or exceed industry standards to ensure the security, integrity and confidentiality of Content. Service Provider may immediately suspend Customer’s use of the Services if (a) there is an emergency security issue or (b) Service Provider is required to suspend such use immediately to comply with applicable law.

Service Provider does not assume any obligations with respect to Content, or Customer’s use of the Services, other than as specifically provided in the Terms, Service Description or as required by applicable law. For the avoidance of doubt, Customer is responsible for the security, including encryption, of any Content stored within the Services.

Customer is solely responsible for satisfying any audit or compliance requirements of any data stored within the Services. Customer is also solely responsible for backup and saving any data stored within the Services. Customer may use PowerScale technology to help mitigate data loss risks; however, Content is currently not copied or replicated by Service Provider to any other system other the originating PowerScale system in the basic service. Any loss of data from user error or system failure may not be recoverable, and Service Provider disclaims any liability resulting from such data loss. Customer may instruct Service Provider to delete all Content including any cached or backup copies, following the expiration of the Retention Period. Any deletion by Service Provider may be subject to additional fees. Service Provider disclaims any liability for loss of Content as part of any such deletion request from Customer.

Any violation of this Section by Customer shall be considered a material breach and Service Provider may suspend or terminate the Service without further obligation to Customer.

9. **Service Level.**

9.1. **Definitions.**

- “Actual Uptime” means, of the Scheduled Uptime, the aggregate number of minutes in any calendar month during which the Services are available for use.
- “Change and Maintenance Window” means coordinated downtime for Service Provider to perform any technical changes or maintenance to the equipment or Services (i.e. patches, upgrades, refresh, third party vendor updates, etc.). Service Provider will use commercially reasonable efforts to notify Customer with advance prior notice of planned Change and Maintenance Windows. Service Provider
reserves the right to change the Change and Maintenance Windows period with advance prior notice to Customer. Service Provider will make every effort to schedule maintenance, systems repairs, and systems upgrades during low utilization periods (typically nights, weekends and holiday periods) of the Services.

- “Downtime” means all functions of the Service are unavailable for Customer. Downtime excludes Scheduled Downtime.
- “Measurement Period” means a calendar month during which the Service Level is in force. No Service Level shall apply during the enablement phase of the Services.
- “Monthly Uptime Percentage” means total number of minutes in a calendar month minus the number of minutes of Downtime suffered in a calendar month, divided by the total number of minutes in a calendar month.
- “Scheduled Downtime” means downtime that occurs as part of the Service's maintenance activities where Customer has been notified of the outage before it occurs.
- “Scheduled Uptime” means the total number of minutes in any calendar month minus any Change and Maintenance Windows.
- “Service Credit” means a financial credit for Service Provider’s failure to achieve the Service Level.

9.2. **Service Level.**

1. While Customer is receiving the Service, the Service will be operational and available to Customer at least 99.9% of the time in any calendar month measured as the extent to which the Services are actually available for use. Availability will be expressed as Actual Uptime divided by Scheduled Uptime, with the result expressed as a percentage (availability % = (actual uptime / scheduled uptime) x 100), (the foregoing collectively, the “Service Level”).

2. Subject to Section 3 below, if Service Provider does not meet the Service Level, Customer will receive Service Credits per the schedules in the Service Credits section below. Service Levels and Service Credits shall be Customer’s sole and exclusive remedy and Service Provider’s exclusive obligation for any failure by Service Provider to meet a Service Level.

3. To receive Service Credits, Customer must purchase, at a minimum, Google’s “Enterprise Level” support package. In the event Customer does not purchase Google’s “Enterprise Level” support package, then Service Provider shall only use commercially reasonable efforts to meet the Service Level and no Service Credits shall apply.

4. In addition, with respect to Service Levels where the target is time-based, measurement time shall be suspended during periods when Service Provider is awaiting performance of functions by any party other than Service Provider that
are necessary for Service Provider to complete the activities required by such Service Levels.

9.3. **Service Level Exclusions.**

The Service Level does not apply to any performance issues that resulted from: (i) force majeure events; (ii) Customer’s acts, omissions, failure of Customer’s equipment or services, including any failure thereof, (iii) third party service provider acts, omissions, equipment or services, (iv) infringement by Customer of Service Provider or a third party’s intellectual property, (v) failure to meet Service Levels while under a business continuity or disaster recovery plan, (vi) any action taken by Service Provider as the direction of Customer, or (vii) any other cause beyond Service Provider’s control.

9.4. **Service Credits.**

In the event of a Service Level default (other than as set forth in the Service Level Exclusions section above), Service Provider shall provide a Service Credit to Customer in accordance with the following:

<table>
<thead>
<tr>
<th>Availability Service Level</th>
<th>At-Risk Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>99.9% - 99.0%</td>
<td>4%</td>
</tr>
<tr>
<td>98.9% - 95.0%</td>
<td>5%</td>
</tr>
<tr>
<td>&lt; 94.9%</td>
<td>7%</td>
</tr>
</tbody>
</table>

A maximum of one of the above At-Risk Amount percentages shall be payable during any given month. The "At-Risk Amount" is the corresponding percentage of Customer’s Services Fees for the month in which the Service Level default occurred. By way of example, if during the Measurement Window, Service Provider achieves an availability level of 97%, and the Fees for that month were $10,000.00, the total amount of the Service Credit for that month shall be $500.00 ($10,000.00 x 5% = $500.00). Customer shall receive no more than one Service Credit for any given month.

10. **Key Performance Indicators (KPIs).**

10.1. **General.**

In addition to the Service Level discussed above, Service Provider shall also satisfy the KPIs detailed in this Section. For the avoidance of doubt, Service Provider shall only be required to use commercially reasonable efforts to satisfy any KPIs. There will be no credits available for failure to achieve a KPI. Like the Service Level, Service Provider
will have no liability for failure to satisfy a KPI in the event such failure is caused by (i) force majeure events; (ii) Customer’s acts, omissions, failure of Customer’s equipment or services, including any failure thereof, (iii) third party service provider acts, omissions, equipment or services, (iv) infringement by Customer of Service Provider or a third party’s intellectual property, (v) failure to meet KPIs while under a business continuity or disaster recovery plan, (vi) any action taken by Service Provider as the direction of Customer, or (vii) any other cause beyond Service Provider’s control.

10.2. KPI.

**Measured as the time between the proper notification (i.e., when Google formally notifies Service Provider) of an incident, and the incident acknowledged within the Service Provider service management system.**

<table>
<thead>
<tr>
<th>Time to Respond</th>
<th>KPI Target</th>
<th>Time to Resolve Target**</th>
<th>Service Window**</th>
</tr>
</thead>
<tbody>
<tr>
<td>P1 ticket acknowledged within 15 minutes</td>
<td>90%</td>
<td>4 Hours</td>
<td>24 hours x7 days a week</td>
</tr>
<tr>
<td>P2 ticket acknowledged within 4 hours</td>
<td>90%</td>
<td>12 Hours</td>
<td>24 hours x7 days a week</td>
</tr>
<tr>
<td>P3 ticket acknowledged within 8 hours</td>
<td>85%</td>
<td>48 Business Hours</td>
<td>8 hours x5 Business Days</td>
</tr>
<tr>
<td>P4 ticket acknowledged within 8 hours</td>
<td>85%</td>
<td>7 Business Days</td>
<td>8 hours x5 Business Days</td>
</tr>
</tbody>
</table>

**Business Hours/Days are Monday – Friday, 8:00am – 5:00pm, local data center time, excluding local holidays.

- **P1**: Major functionality broken that renders a feature unusable. This includes a service down blocking a large customer or a release.
- **P2**: Critical feature breakage that significantly impacts a large percentage of users/customers or a single customer severely. Workarounds are generally not easily implemented in less than 30 minutes.
- **P3**: Important feature defect that's tied to roadmap or upcoming releases; a moderate live issue that is inconvenient for a customer that needs to be included in an upcoming release.
- **P4**: Desirable enhancement or minor bug fix that will benefit a user but is not prioritized into the roadmap or any imminent release.

10.3. KPI Methodology.
The KPI methodology is expressed as a percentage based on tickets opened and closed, by priority, during a measurement period. The following calculation will be used to determine the number of tickets that Service Provider must successfully close to meet the relevant KPI:

- The number of closed tickets during the measurement period is multiplied by the relevant KPI target percentage; and
- If the result of the multiplication referred to above is not a whole number, that result will be rounded down to the nearest whole number (or zero where the result is less than 1.)

By way of example, if a KPI states that Service Provider must successfully respond to 90% of tickets within a specified period to meet the relevant KPI:

- If the number of incidents is 100, Service Provider must successfully respond to 90 incidents within the specified period to meet the relevant KPI (100 x 90% = 90 tickets); or
- If the number of incidents is 9, Service Provider must successfully respond to 8 incidents (9 x 90% = 8.1 which is rounded down to 8 tickets).

11. **Customer Obligations.**

Customer may not use the Services, Infrastructure or Related Software to offer services to multiple, unrelated persons, such as for outsourcing, service bureau, or other similar business operations unless specifically authorized by Service Provider in writing. Notwithstanding the foregoing, in the event Customer uses the Services or Related Software in a service provider capacity, Customer shall remain directly liable to Service Provider for any breach of these terms resulting from Customer’s end users or its customers violation of these terms.

Customer shall, upon Service Provider’s request: (1) make available to Service Provider, Customer technical personnel familiar with Customer’s business requirements (primary and alternate designated technical personnel); (2) provide to Service Provider complete and accurate information regarding Customer’s business requirements in respect of the Services; (3) respond within a reasonable timeframe (or if no time period is specified, within three (3) Business Days) to all requests for approvals, which approval shall not be unreasonably withheld or delayed, provided however approval shall be deemed to have been provided if Customer has not responded within the applicable time; (4) cooperate with Service Provider; (5) promptly notify Service Provider of any third party claims or
invalid or nonexistent licenses that may have an impact on this Service Description or the Services; (6) give Service Provider personnel and its subcontractors access to the Customer locations to the extent reasonably necessary for them to perform the Services, including to effect the necessary adjustments, maintenance and repairs; and (7) perform all other obligations of Customer described in this Service Description. Customer shall not act in a way that affects or impacts the Services, Infrastructure or Related Software without Service Provider’s prior written approval.

12. **Other Terms.**

- For the avoidance of doubt, Customer does not retain any ownership rights in the Services, Related Software or underlying Infrastructure.
- Service Provider may make updates to this Service Description, the Terms or Service Level in its sole discretion. Notwithstanding the foregoing, Service Provider will use commercially reasonable efforts to provide Customer with ninety (90) days advance written notice for any materially adverse changes to this Service Description, the Terms or Service Levels.
- Service Provider does not warrant that operation of the Services will be error-free or uninterrupted.
Exhibit A
Capacity Bands and Tiers of Service

The table below depicts minimum capacity commitments based on a “band” and “tier” model. The “Capacity Band” is the selected band by Customer with a corresponding “Tier” of minimum committed capacity for the Service Period. A minimum committed capacity (as detailed below) is required to qualify for each Capacity Band. “Increments” or “Increments Steps” are the allowable capacity expansions for each Tier of Service. “Terms” are the allowable Service Periods for each Tier of Service.

All capacities are “effective capacity”. This means that capacity for storage overhead and/or reserved operational capacity (e.g. virtual hot spares reserved by Service Provider) does not count against the capacity available to the customer. Any data reduction efficiencies gained by Service Provider, on the other hand, are not passed on to the customer.

Capacity Band Minimum Commitment and Increment Steps per Tier of Service are shown below. All values are presented in Effective TiB.

<table>
<thead>
<tr>
<th>Band 1</th>
<th>Band 2</th>
<th>Band 3</th>
<th>Increment Step</th>
</tr>
</thead>
<tbody>
<tr>
<td>(Min. Commit)</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Tier I</td>
<td>Tier II</td>
<td>Tier III</td>
<td>Tier IV</td>
</tr>
<tr>
<td>100</td>
<td>200</td>
<td>300</td>
<td>400</td>
</tr>
<tr>
<td>50</td>
<td>100</td>
<td>100</td>
<td>200</td>
</tr>
<tr>
<td>Limit</td>
<td>Limit</td>
<td>Limit</td>
<td>Limit</td>
</tr>
</tbody>
</table>

Service Periods available per Tier of Service are shown below:

Tier I: 1 Year, 3 Years
Tier I Agile: 3 Months, 1 Year, 3 Years
Tier II: 1 Year, 3 Years
Tier III: 1 Year, 3 Years
Tier IV: 1 Year, 3 Years