

Dell Cloud Services Partner Terms & Conditions: Google Cloud Platform Services

Your Agreements with Dell

Your purchase and use of software, services, and solutions through Dell Cloud Services, including Dell Cloud Marketplace, is governed by and subject to the following terms and conditions: 1) the Dell Cloud Solutions Agreement; 2) the applicable Service Description included herein; and 3) an Order Form for your services. The Order Form may be presented in hard copy or online in connection with your selection and purchase of cloud services. Additional terms and conditions, such as software license agreements or terms of use may be presented in connection with your purchase and use of software, services, or solutions available through Dell Cloud Services. Collectively, these agreements comprise your Dell Cloud Services Agreement or your "Agreement".

By your signature on an Order Form incorporating this Agreement by reference, your confirmation of agreement to the terms and conditions of this Agreement as presented online, or by your use of a Dell Cloud Services, you indicate your agreement to the terms and conditions set forth herein.

1. Dell Cloud Solutions Agreement

Unless otherwise agreed upon in writing between you and Dell, the Dell Cloud Solutions Agreement or an equivalent agreement, applicable to the location where you made your purchase, will govern the sale of Dell Cloud Services to you. The Dell Cloud Solutions Agreement is available at www.dell.com/cloudterms for the United States. For other countries, the Dell Cloud Solutions Agreement or an equivalent agreement, as referenced on your Order Form, is available on the www.dell.com website for your particular country. The Dell Cloud Solutions Agreement or an equivalent agreement, as referenced on your Order Form, is also available in hardcopy upon request. The parties acknowledge having read and agree to be bound by such online terms. Such terms shall be deemed incorporated by reference herein.

2. Service Description & Supplemental Terms of Service

The following services are provided pursuant to this Service Description: Google Cloud Platform Services

Additional subscription 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. In the absence of separate terms, such services are provided pursuant to this Agreement.

3. Order Form

"Order Form" means the documents for placing orders hereunder that are entered into between you and Dell, which includes the price, quantity, and duration, if applicable, of subscription service(s).



Supplemental Terms & Conditions Applicable to Google Cloud Platform Services

In addition to the Agreement, these supplemental terms and conditions of service apply solely with respect to your use of the Google Cloud Platform Services products and services reflected on an Order Form.

Google Cloud Platform Services, available for purchase from Dell, may be subject to a separate service description or supplemental terms of service presented in connection with your use of Google Cloud Platform Services. In the absence of separate terms, such services are provided pursuant to this Agreement.

If there is a conflict between the Dell Cloud Services Partner Terms and Conditions and any of the other documents that comprise the Agreement ("**Conflicting Terms**"), the terms of the Dell Cloud Services Partner Terms and Conditions ("**Prevailing Terms**") will take precedence over the Conflicting Terms solely with respect to your use of Google Cloud Platform Services. Moreover, the Prevailing Terms shall be construed as narrowly as possible to resolve the conflict while preserving as much of the Agreement as possible, including, but not limited to preserving non-conflicting provisions contained within the same paragraph, section, or sub-section as the Conflicting Terms.

By entering this Agreement, you acknowledge that your use of the Google Cloud Platform Services is subject to the following terms and conditions:

A. Definitions.

- i. "Acceptable Use Policy" or "AUP" means the acceptable use policy set forth here for the Services: <https://developers.google.com/cloud/terms/aup> as modified from time to time.
- ii. "Application(s)" means any web or other application Customer creates using the Google Cloud Platform Services, including any source code written by Customer to be used with the Google Cloud Platform Services or hosted in an Instance.
- iii. "Customer Data" means content provided, transmitted, or displayed via the Google Cloud Platform Services by Customer, but excluding any data provided as part of the Customer's Google account (either gmail.com address or an email address provided under the "Google Apps" product line).
- iv. "Google Cloud Platform Services" means Google Inc.'s ("Google") Cloud Platform suite of services listed here: <https://developers.google.com/cloud/services> as modified from time to time, and made available to End User through Dell as a reseller.
- v. "High Risk Activities" means uses such as the operation of nuclear facilities, air traffic control, or life support systems, where the use or failure of the Services could lead to death, personal injury, or environmental damage.
- vi. "Instance" means a virtual machine instance, configured and managed by Customer, which runs on the Google Cloud Platform Services.
- vii. "Intellectual Property Rights" means current and future worldwide rights under patent law, copyright law, trade secret law, trademark law, moral rights law, and other similar rights.
- viii. "Project" means a grouping of computing, storage, and API resources for Customer, and via which Customer may use the Google Cloud Platform Services.



- ix. "Service Specific Terms" means the terms which are specific to each Google Cloud Platform Service and set forth at <https://developers.google.com/cloud/terms/service-terms> as modified from time to time.
 - x. "Software" means any downloadable tools, software development kits or other such proprietary computer software provided by Google in connection with the Google Cloud Platform Services, which may be downloaded by Customer, and any updates Google may make to such Software from time to time.
- B. Acceptable Use Policy. Customer will comply with the Acceptable Use Policy and ensure that its Applications, Projects, and Customer Data, and use thereof by its end users comply with the Acceptable Use Policy. Google reserves the right to review the Application, Project, and Customer Data to ensure Customer's compliance with the Acceptable Use Policy.
 - C. Service Specific Terms. Customer will comply with the Service Specific Terms.
 - D. Other Restrictions. Customer will not, and will not allow third parties under its control to: (a) copy, modify, create a derivative work of, reverse engineer, decompile, translate, disassemble, or otherwise attempt to extract the source code of the Google Cloud Platform Services or any component thereof (except to the extent such restriction is expressly prohibited by applicable law); (b) use the Google Cloud Platform Services for High Risk Activities; (c) sublicense, resell, or distribute the Google Cloud Platform Services or any component thereof separate from any integrated Application; (d) use the Google Cloud Platform Services to create, train, or improve (directly or indirectly) a substantially similar product or service, including any other machine translation engine; (e) unless otherwise set forth in the Service Specific Terms, use the Services to operate or enable any telecommunications service or in connection with any Application that allows its end users to place calls or to receive calls from any public switched telephone network; (f) process or store any Customer Data that is subject to the International Traffic in Arms Regulations maintained by the Department of State; or (g) unless expressly permitted to, use the Services for any purpose or in any manner involving Protected Health Information (as defined in HIPAA).
 - E. Intellectual Property Rights. As between the parties, Customer owns all Intellectual Property Rights in Customer Data and the Application or Project (if applicable), and Google owns all Intellectual Property Rights in the Google Cloud Platform Services and Software.
 - F. No Warranties. ANY WARRANTIES, LIABILITY FOR DAMAGES AND REMEDIES, IF ANY, ARE PROVIDED SOLELY BY DELL AND NOT BY GOOGLE, ITS AFFILIATES OR SUBSIDIARIES. GOOGLE AND ITS SUPPLIERS DO NOT MAKE ANY OTHER WARRANTY OF ANY KIND, WHETHER EXPRESS, IMPLIED, STATUTORY OR OTHERWISE, INCLUDING WITHOUT LIMITATION WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR USE AND NON-INFRINGEMENT.
 - G. Liability for Breach/Indemnity. In addition to any liability Customer may have to Dell, Customer agrees that Customer will also be legally responsible directly to Google for any breach of these terms and conditions. Unless prohibited by applicable law, Customer will indemnify, defend, and hold harmless Google from and against all liabilities, damages, and costs (including settlement costs and reasonable attorneys' fees) arising out of a third party claim: (a) regarding any Application, Project, Instance, Customer Data, or Customer trademark; or (b) regarding Customer's, or its end users', use of the Google Cloud Platform Services in violation of the Acceptable Use Policy.
 - H. Privacy Policy. Google Cloud Platform Services are subject to Google's privacy policy located <http://www.google.com/policies/privacy/> as modified from time to time.
 - I. Third Party Beneficiary. Google is a third party beneficiary to the agreement between Dell and Customer with respect to these terms and conditions.



The Google Cloud Platform Services are more fully described at <https://developers.google.com/cloud/services> and subject to the service level agreements applicable to the following Google Cloud Platform solutions:

- Google App Engine set forth at <https://developers.google.com/appengine/sla>
- Google Cloud Storage set forth at <https://developers.google.com/storage/sla>
- Google Prediction API set forth at <https://developers.google.com/prediction/sla>
- Google BigQuery Service set forth here <https://developers.google.com/bigquery/sla>
- Google Cloud SQL set forth at <https://developers.google.com/cloud-sql/sla>
- Google Compute Engine set forth at <https://developers.google.com/compute/sla>
- Google Cloud Datastore set forth at <https://developers.google.com/datastore/sla>

Dell will provide first level technical support for Google Cloud Platform Services. You may also contact your Dell sales representative for assistance obtaining any of these documents.

