



Dell EMC Cloud Snapshot Manager Supplemental Terms

Effective Date: September 26, 2017

NOTE: This version is being provided for archival purposes only, the current terms are located [here](#).

These Supplemental Terms supplement the [Dell EMC Cloud Services Terms of Service](#) ("Terms") that govern the Services described below.

SERVICE DESCRIPTION:

- Cloud Snapshot Manager provides protection of virtual machines, databases and storage running on designated public clouds by managing snapshots at scale. It discovers instances and enables Customers to set up policies for creation and deletion of snapshots. Currently the Service operates on the Amazon public cloud. Services for other public clouds are in development.
- The Service features full-instance snapshots and recoveries, robust monitoring and reporting, with a modern UI control, and multi-cloud management from a single cloud portal. Using Cloud Snapshot Manager may provide substantial cost savings by strictly managing the number of snapshots maintained. Each Service Period is for Instances protected in the cloud. "Instances" are cloud virtual machines, storage volumes or cloud databases that Customer operates in a cloud environment.
- Cloud Snapshot Manager is available for sale worldwide.

SERVICE PERIODS:

By submitting an Order for the Services listed on the Dell EMC or channel partner quote, Customer confirms its obligation for the Service Period and the associated financial commitment.

- **SERVICE PERIOD COMMENCEMENT:** Dell EMC will provide Customer an e-mail communication with instructions to access a web-based portal that will permit Customer to administer its use of the Service. The Service Period begins on the date Dell EMC sends this e-mail to Customer.
- **ONE-YEAR SERVICE PERIOD & RENEWAL:** Services are currently available only under a one-year Service Period. Prior to expiration of the one-year Service Period, Dell EMC will notify Customer, and Dell EMC may offer Customer a renewal subscription. If Customer fails to renew, then the termination provisions of the Terms will apply.

ORDERING SERVICES:

If Customer submits an Order referencing a Dell EMC quote then the Order will be accepted upon Dell EMC issuing an e-mail or other written communication to Customer accepting that Order, or enabling Customer's Account and providing Customer with access to the Services, whichever occurs first. Dell EMC will submit invoices against the Order for ongoing consumption of Services, and Customer will establish a mechanism for payment of the invoices. The amount of the Order must be for the full value of the one-year Service Period or monthly payments, at Customer's option. Any terms and conditions in an Order that conflict with, add to, or attempt to modify in any way these Supplemental Terms or the Terms are null and void.

FEES AND PAYMENT TERMS:

The following terms will apply unless Customer has different payment terms with the entity from whom it purchases the Service:

- **FEES:** The quote for Services may provide that Customer may choose to pay the annual subscription fee in a single payment or with monthly payments. Customer agrees to pay the annual subscription fees

set forth in the applicable quote according to the payment method that Customer chooses.

- **INVOICES:** Customer agrees to pay all invoices in full and in the same currency stated in the invoice within thirty days after the invoice date, with interest accruing thereafter at the lesser of 1.5% per month or the highest lawful rate. Customer must not offset for claims any payments due and owing to Dell EMC or a Dell EMC Affiliate other than those arising under these Supplemental Terms that are disputed as set forth below.
- **BILLING DISPUTES:** To the fullest extent permitted by law, Customer waives all claims relating to payments or fees unless Customer provides its claim to Dell EMC in writing within thirty days after charged or invoice is due.
- **TAXES:** The charges due under the Terms and these Supplemental Terms are exclusive of and Customer must pay or reimburse Dell EMC or the Dell EMC Affiliate with whom the Order was placed for 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 Dell EMC's or the Dell EMC Affiliate's net income. If Customer requires Dell EMC or the Dell EMC Affiliate with whom the Order was placed to withhold taxes, then Customer must forward any withholding receipts to Dell EMC or the Dell EMC Affiliate.

TECHNICAL SUPPORT:

Technical support for Cloud Snapshot Manager includes access to online resources such as chat and web support, as well as 24/7 telephone support.

PRIVACY:

- **PRIVACY POLICY:** Customer agrees that Dell EMC's collection, use and disclosure of Customer's personal information, Content provided to Dell EMC, or any other data Customer provides to Dell EMC or places within the Services or Related Software will be governed by Dell EMC's Privacy Policy located at <http://www.emc.com/legal/emc-corporation-privacy-statement.htm>, the Terms, these Supplemental Terms, and the laws generally applicable to Dell EMC as a provider of the Services. Dell EMC may update its Privacy Policy from time-to-time but any changes that would have the effect of reducing the obligations of Dell EMC shall only be effective as to Orders placed after the effective date of the relevant change.

SECURITY:

Dell EMC has implemented reasonable systems and procedures that meet or exceed industry standards to ensure the security, integrity and confidentiality of Content.

SERVICE LEVEL OBJECTIVE:

Definitions

- "Downtime" means all functions of the Service are unavailable for Customer. Downtime excludes Scheduled Downtime.
- "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.
- "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.
- "Service Credit" means additional number of days of the Service added to the affected Accounts.

While Customer is receiving the Service under the Terms, the Service will be operational and available to Customer at least 99.9% of the time in any calendar month (the "Service SLO"). If the Service does not meet the Service SLO, Customer will receive Service Credits per the schedules below. The foregoing states Customer's sole and exclusive remedy and Dell EMC's exclusive obligation for any failure by Dell EMC to meet the Service SLO.

Monthly Uptime Percentage and Service Credit

- 99.9% - 99.0% → 5 Days Added to Service Period
- 98.9% - 95.0% → 10 Days Added to Service Period
- < 94.9% → 20 Days Added to Service Period

Customer Obligations

In order to receive any of the Service Credits described above, Customer must notify Dell EMC within thirty days from the time Customer becomes eligible to receive a Service Credit. Customer forfeits the right to receive a Service Credit for any time period that Customer fails to timely notify Dell EMC.

Service SLO Exclusions

The Service SLO does not apply to any performance issues: (i) caused by force majeure events; or (ii) that resulted from Customer's equipment or services, or third party service provider actions, equipment or services.

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