

Appendix G to DIR Contract Number DIR-TSO-3083

Cloud Solutions Agreement Acceptable Use Policy

This Cloud Solutions Agreement Acceptable Use Policy (the “AUP”) sets forth certain limitations and restrictions required in connection with your use and your End Users’ use of (i) the Solutions, and (ii) any online portal, console, dashboard or similar interface used in accessing the Solutions (the “Portal”). We may revise this AUP from time to time to add or modify restrictions on your use or your End Users’ use of the Solutions or the Portal. Any changes to the AUP will be consistent with the purpose of the AUP to encourage responsible use of Dell's networks, systems, services, Web sites, and products. If any such change materially and adversely affects Customer’s legitimate use of the Services, Customer may terminate the affected Service without incurring any liability. If you or your End Users violate this AUP, we may suspend or terminate your use or your End Users’ use of the Solutions.

Terms used in this AUP that are capitalized and not otherwise defined have the meanings set forth in the Dell Cloud Solutions Agreement.

You are prohibited from (1) attempting to use or gain unauthorized access to our or to any third-party’s networks or equipment; (2) permitting other individuals or entities to copy the Solutions; (3) providing unauthorized access to or use of Activation Instructions; (4) attempting to probe, scan or test the vulnerability of the Solutions or of a system, account or network of Dell or any of our customers or suppliers; (5) interfering or attempting to interfere with service to any user, host or network; (6) engaging in fraudulent, offensive or illegal activity of any nature; (7) uploading any content, or engaging in any activity, that is pornographic, obscene, harassing, abusive, slanderous or defamatory or that encourages, promotes or expresses racism, hatred, bigotry or violence; (8) engaging in any activity that infringes the intellectual property rights or privacy rights of any individual or third-party; (9) transmitting unsolicited bulk or commercial messages; (10) intentionally distributing worms, Trojan horses, viruses, corrupted files or any similar items; (11) restricting, inhibiting or otherwise interfering with the ability of any other person, regardless of intent, purpose or knowledge, to use or enjoy the Solutions (except for tools with safety and security functions); or (12) restricting, inhibiting, interfering with or otherwise disrupting or causing a performance degradation to any Dell (or Dell supplier) facilities used to deliver the Solutions.

We may investigate suspected violations of this AUP. We may report suspected violations of this AUP to applicable law-enforcement authorities or third-parties and may cooperate with any investigation of illegal activities associated with your use or your End Users’ use of the Solutions, the Portal, the system or network, or any violation of this AUP.

Dell Cloud Solutions Agreement

Revision Date: November 5, 2013