



## VMWARE CLOUD SERVICES EXHIBIT

*Last updated: 16 June 2022*

This Cloud Services Exhibit to the General Terms applies if Customer purchases Cloud Services.

### 1. CLOUD SERVICES.

- 1.1. Customer may use a Cloud Service for the Subscription Term in accordance with the Agreement and the Cloud Services Guide. VMware will deliver the Cloud Service in accordance with the Service Level Agreement.
- 1.2. If the Cloud Service includes an entitlement to Software, that Software is subject to the Software Exhibit.

### 2. ACCEPTABLE USE.

- 2.1. Customer must not use the Cloud Service: (a) in a way prohibited by law or that would cause a violation of law; (b) to violate the rights of others; (c) to try to gain unauthorized access to, test the vulnerability of, or disrupt any Service, device, data, account, or network; (d) to distribute spam or malware; (e) in a way that could cause harm or impair anyone's use of the Service; (f) in a way intended to work around technical limitations, recurring fees calculation, or usage limits of the Service; or (g) for High Risk Activities.
- 2.2. Customer must not upload any content that: (a) may create a risk of harm to any person or property; (b) may constitute or contribute to a crime or a tort; (c) is illegal, unlawful, harmful, pornographic, defamatory, infringing, or invasive of personal privacy or publicity rights; (d) Customer does not have a right to upload; (e) information subject to HIPAA (unless Customer has signed a business associate agreement with VMware); (f) requires an export license or is restricted under applicable export control laws; (g) is required to be classified or listed on the United States Munitions list or similar list published for the jurisdiction in which the applicable data center is located; (h) contains ITAR-related data; or (i) is otherwise prohibited in the Agreement.

### 3. SECURITY MEASURES.

- 3.1. VMware must implement and maintain appropriate technical and organizational security measures designed to protect the confidentiality, integrity, and security of Customer Content. VMware must not access or disclose Customer Content except as necessary to provide the Cloud Service, described in the Offering-specific Notes, or as described in section 9.4 of the General Terms (Required Disclosures). Uploading Customer Content to the Cloud Service is not a disclosure of Customer Content to VMware.
- 3.2. Customer must: (a) take appropriate steps to protect Customer Content; (b) provide any necessary notices to and obtain any legally required consents from Customer's Users; (c) notify VMware as soon as possible if Customer believes its account has been compromised; and (d) reasonably cooperate with VMware to resolve issues related to Customer's use of the Cloud Service. Customer is responsible for ensuring that the Cloud Service is appropriate for Customer's intended use. Customer is responsible for any use of the Service Offering that occurs under its Login Credentials.

### 4. MODIFICATIONS AND END OF AVAILABILITY.

- 4.1. VMware may make commercially reasonable modifications to the Cloud Service, the Cloud Services Guide, or the Service Level Agreement. Any changes will become effective on the date published.
- 4.2. If VMware makes a change that has a material, detrimental impact on Customer's use of a Cloud Service, then VMware must notify Customer prior to the effective date of that change. Customer will have 30 days following the date of that notice to terminate its entitlement to the Cloud Service. Customer may terminate its entitlement to the Cloud Service under this section 4.2 by providing VMware notice that states the effective termination date. Before ending the availability of a Cloud Service, VMware must provide at least six months' prior notice.
- 4.3. Customer is responsible for all fees incurred prior to the effective termination date or end of availability of the Cloud Service. VMware will refund any prepaid fees, prorated as of the effective termination date or end of availability.

5. **SUPPORT REQUESTS.** VMware will provide Support Services for the Cloud Services in accordance with the support policies available at [www.vmware.com/support/policies.html](http://www.vmware.com/support/policies.html). VMware may require limited access to Customer's instance of the Cloud Service to respond to Customer's support requests.



6. **DATA DELETION.** Deletion of Customer Content on expiration or termination of Customer's entitlement to the Cloud Service will occur as specified in the Cloud Services Guide. Customer is responsible for ensuring that it has necessary copies of Customer Content prior to expiration or termination.

7. **DEFINITIONS**

**High Risk Activities** means workloads or applications relating to activities where failure could lead to personal injury, death, or environmental damage, including controlling aircraft or other modes of mass transportation, nuclear or chemical facilities, life support systems, implantable medical equipment, motor vehicles, weaponry systems, or any similar scenario.

**HIPAA** means the United States Health Insurance Portability and Accountability Act of 1996, as amended and supplemented, and the regulations issued under that Act.