



Service Description

Dell Managed Services for VxRail

1. Introduction

Dell Technologies (“Dell”) services is pleased to provide Dell Managed Services for VxRail (the “Service(s)”) in accordance with this Service Description (“Service Description”). The customer quote, order form or other mutually agreed upon form of invoice or order acknowledgment (as applicable, the “Order Form”) will include the name of the Service(s) and available service options that the direct customer (or, as applicable, the Reseller, Dell-authorized distributor of the End-Customer of either of the foregoing) has purchased (collectively, the “Customer”). For additional assistance or to request a copy of the Customer Service contract(s), contact technical support or a Dell sales representative.

This Service Description is governed by the terms and conditions set forth in Section 10 of this Service Description (the “Agreement”). The term “Agreement” for a Reseller or Dell-authorized distributor purchasing the Services directly from Dell shall mean the signed negotiated agreement between Dell and Reseller, or between Dell and distributor, as applicable, governing Reseller’s or distributor’s purchase of Services directly from Dell. In the absence of a signed negotiated agreement between Reseller and Dell, the Agreement will be the Reseller Terms of Sale based on the country from which Customer is purchasing the Services available at https://www.dell.com/learn/us/en/uscorp1/legal_terms-conditions_dellwebpage/reseller-terms-of-sale.

The parties acknowledge having read and agree to be bound by the Agreement. In the event of conflict between the terms of this Service Description, the Order Form and the Agreement, the following order of precedence shall apply: (1) the Order Form, (2) this Service Description and (3) the Agreement. Prevailing terms will be construed as narrowly as possible to resolve the conflict while preserving as much of the non-conflicting terms as possible, including preserving nonconflicting provisions within the same paragraph, section or sub-section.

This Service Description applies only to the Services. These terms do not apply to software or equipment that is managed by Dell (excluding Dell-owned equipment used to deliver the Services, e.g., the Dell Management Stack) as part of the Services. For clarity, the equipment receiving the Services set forth in this Service Description shall be procured in parallel by Customer and these terms and conditions operate independent of the terms for such equipment.

2. Definitions

Certain defined terms used throughout this Service Description shall have the meaning set forth below, as defined in the Agreement or may be defined in the context in which they are used.

“Change” means the addition, modification or removal of anything that could have an effect on IT Services. The Scope should include all IT Services, Configuration Items, Processes, Documentation, etc.

“Change Window” means the period of time during which a Change has been approved for implementation, having regard to potential downtime and other impacts.

“Content” means data (including all text, sound, video, and image files), software (including machine images), and other information.

“Customer Content” means content Customer or Customer end users load or use on the Service. Customer Content does not include configuration, performance, and/or usage data that Dell collects in connection with the Service.

“Cybersecurity Incident” means a malicious act or attempt to gain unauthorized access to, disrupt or misuse the Service or In-Scope Environment, or the accidental or unlawful destruction, loss, alteration, unauthorized disclosure of, or access to, any Customer Content that is transmitted, stored or processed by the Service.

“Dell Management Stack: is the Dell-owned infrastructure, deployed at the Site, which Dell uses to deliver and manage the Services.

“Dell Managed Services Platform (or Portal)” refers to the tool that Dell uses to manage the Service and log Incident tickets. It is Dell’s ITSM software and system of record deployed within Dell’s environment for the management of tickets associated with the Service.

“Downtime Minutes” means the total number of minutes the VxRail hardware exhibits a fault or defect in materials or workmanship that is reproducible by Dell, and during which the cluster is unavailable, excluding any actions needed on the Customer’s part to restore the cluster to operating condition, and subject to Exclusions to Uptime Commitment.

“End-Customer” means the entity that purchases the Services directly from Dell or from a Reseller. “Customer” shall have the meaning ascribed above. Notwithstanding anything to the contrary in this Service Description, all references and terms related to fees, payments, refunds, invoices, cancellation or termination rights, or similar financial terms (“Financial Terms”) in the Service Description will not apply to a Customer that purchased the Service from a Reseller. Financial Terms in Customer’s agreement with the Reseller for the Services will apply instead.

“Incident” means an event, exclusive of cybersecurity events in the Customer’s environment or Cybersecurity Incidents, which is not part of the standard operation of the Service and which causes, or may cause, an interruption to, or a reduction in, the quality of the Services.

“Incident Management (Proactive)” means an unplanned interruption to an IT service that has not yet impacted the Service to the Customer. Potentially impacts more than one customer.

“Incident Management (Reactive)” means an unplanned interruption to a customer’s environment. Impacts one customer.

“In-Scope Environment” means the applicable hardware and software assets at the Customer site(s) to which Dell is delivering the Services.

“Measurement Period” means a calendar month during the Term.

“Monthly Uptime Percentage” means Total Calendar Month Minutes minus the Downtime Minutes incurred during a calendar month, divided by Total Calendar Month Minutes, such product then multiplied by 100. And periods of unavailability for which Dell is not found responsible through an Incident report will be added back to the Monthly Uptime Percentage prior to the execution of the calculation.

“Notification of an Incident” is the moment in time when an Incident is opened in the Dell Managed Services Platform.

“Order Form” means either a purchase or flex on demand transactional document for customer acquisition of the Services described herein.

“Provisioning” is the process of configuring the infrastructure components to be ready for use

“Incident Management (Reactive)” means an unplanned interruption to a Customer's environment. Impacts one customer.

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

“Reseller” means a participant in the Dell Technologies Partner Program who purchases the Services either directly from Dell or from a Dell-authorized distributor and resells the Services to an End-Customer.

“Response Time” is measured as the time between the proper Notification of an Incident, and the Incident acknowledged within the Dell Managed Services Platform.

“Service Level Objectives” or “SLO(s)” means the objective measurement criteria of Dell's performance as set forth in Exhibit 2 of this Service Description.

“Service Level Agreements” or “SLA(s)” means the objective measurement of Dell's performance as set forth in Exhibit 2 of this Service Description.

“Service Enablement” means those activities performed in preparation for Steady-State Services.

“Site” means the Customer location set forth on the Order Form to which the Services shall be delivered.

“Steady-State Service” means the Services defined as such subsequent to the Service Enablement stage.

“Total Calendar Month Minutes” means the actual minutes in the calendar month.

“Watchlist” is a list that allows multiple users to subscribe to notifications of an Incident or action.

3. Service Summary

Dell will provide a remote management service, on-premises VxRail service to be used by Customer and to be consumed via Related Software. Connectivity to Related Software is further discussed herein. The Service is made available to Customer with a minimum term commitment of three (3) years.

The Customer will ensure Site readiness, power, space, HVAC, Customer data and management network, along with access for remote connectivity. The Customer will also have the rack installed in the desired location in the data center with power and network connectivity ready for Dell to deploy the solution and provide the Service. Additionally, during the installation process, all equipment delivered must be located in the vicinity of the rack for Dell to complete deployment.

Dell will provide a schedule for Change Windows to perform maintenance and implementing changes quarterly. The customer can defer one period only. Once deferred, Dell will push the change and upgrade in the next scheduled change window.

Dell shall not be required to use any particular combination of assets, personnel or other resources to perform the Service, and Dell, at its discretion and acting reasonably, may from time-to-time substitute, deploy, remove, and use like-kind assets in order to provide the Services in accordance with this Service Description so long as doing so does not materially interrupt Customer's operations.

Security: Dell shall deliver the Services in accordance with Exhibit 1, Security Framework, attached hereto,

System Data. Dell may collect data on the configuration, operation, performance and use of the Service (“**System Data**”). System Data does not encompass any Customer Content. Dell will treat any personal information collected in System Data with the applicable jurisdiction’s Dell Privacy Statement, all of which are available at <http://www.dell.com/localprivacy> and each of which is hereby incorporated by reference. System Data may be used by Dell to (a) support or carry out its provision of the Service to Customer and Customer end users, (b) enhance or propose enhancements to Customer or Customer end users’ use or expansion of the Service or other Dell products and services, or (c) exercise or fulfil its legal rights and obligations (collectively referred to as the “**Purpose**”). Any transfer of System Data to third parties will be consistent with the Purpose and applicable laws, and subject to protections appropriate for confidential customer information. Subject to any mandatory statutory rights of Customer, Customer end users, or third parties, Dell shall exclusively own and retain all rights in System Data that is anonymized, i.e. that neither identifies Customer or Customer end users nor is personally identifiable with an individual (“**Anonymized System Data**”). Such data shall be considered Dell’s confidential information, and Dell may use or share Anonymized System Data for any lawful technical or commercial purposes. Customer will not disable related telemetry collection features. Customer’s disablement of related telemetry collection features may entail disruption or disablement of the Service, as advised by Dell in the documentation provided with the Service or otherwise.

4. Service RACI

The purpose of the following information is to coordinate and perform the required activities and processes to deliver the Services. Dell is responsible for the ongoing management of the technology that is used to deliver the Service. The following services RACI breaks down key functions of the Service between Dell and the End-Customer, and outlines for each who is responsible, accountable, consulted, and informed. The objective is to set expectations on how the parties will work together to achieve the outcomes of the Service. For clarity, any RACI tasks that impact the Financial Terms, End-Customer shall inform, and work with, their Reseller to communicate such changes to Dell.

Specific definitions of each actionable area as follows:

- **Responsible:** The party that owns and performs the task, function or deliverable described.
- **Accountable:** The party that is ultimately answerable for the activity or decision and approves or signs-off on work before it takes effect.
- **Consulted:** The party that reviews output or progress necessary to complete the task, function or deliverable prior to a final decision or action. When Dell is “Consulted,” Dell may charge Customer on a time and materials basis for its resources used to consult.
- **Informed:** The party that needs to be notified of results, completion or deliverable after the action is taken.

Cross Competency Services - Management Level

The table in this Section indicates roles and responsibilities performed by the Customer's and Dell's management personnel. These tasks are typically performed on a weekly or monthly cadence unless otherwise noted for extraordinary circumstances.

Management Level Tasks		
Capacity management tasks	DELL	END-CUSTOMER
Maintain Customer-owned capacity management processes and policies		RA

Provide capacity management reports	RA	I
Recommend any upgrade and increased capacity based on demand and Customer-provided forecast usage into the Customer environment	RA	I
Provide capacity forecasts of at least six-months based on business needs to Dell	I	RA
Maintain technical and operational procedures and work instructions	RA	
Continuous improvement tasks	DELL	END-CUSTOMER
Lifecycle management	RA	I
Review alerts, thresholds, and product/code changes for each new product update	RA	
Implement any changes for alerts, thresholds, technical and process procedures, and standard configurations as required	RA	
Review published DTA (Dell Technology Advisory), DSA (Dell Security Advisory), and FCO (Field Change Order) notifications	RA	
Review published DTA (Dell Technology Advisory), DSA (Dell Security Advisory), and FCO (Field Change Order) notifications	RA	
Assess impact and implement any changes/upgrades based on DTA, DSA, and FCO notifications as required	RA	
Account management tasks	DELL	END-CUSTOMER
Establish the Customer governance model	RA	I
Provide ongoing focus on Service performance and delivery accomplishments	RA	I
Provide oversight of managed assets' code currency and security patching per Service requirements	RA	
Provide primary Customer point of contact (POC) for any Service inquiries, Incident notifications, and support requests	RA	I
Performance management tasks	DELL	END-CUSTOMER
Ticket queue management - Incidents, changes, and requests monitored, escalated, and updates completed	RA	I
Performance dashboard - Incidents, changes, and requests status presented in Dell Managed Services Platform	RA	I
Escalation management - Issues managed to resolution and status reported	RA	I
Monthly service performance target report with – Incidents, changes, requests presented in the Dell Managed Services Platform	RA	I
Incident management tasks	DELL	END-CUSTOMER
Ticket, qualify and manage Incident through the Dell Managed Services Platform	RA	I
Technical and leader bridge calls managed, and status reported	RA	I
Service restored - Analyzed, tested, implemented, and status reported in the Dell Managed Services Platform	RA	I
Track call resolution (dispatch, assignment, and status) to resolution and closure, including third-party interface	RA	I
Maintain technical and operational procedures and work instructions	RA	

Security incident management	I	RA
Problem management tasks (at Dell discretion)	DELL	END-CUSTOMER
Incident report published	RA	
Corrective action items tracked to completion	RA	
Change Management Tasks (one change window a quarter defined at program initiation)	DELL	END-CUSTOMER
Provide Customer access to view change records	RA	I
Initiate change requests through a change control process within the Dell Managed Services Platform	RA	I
Select from one of the two fixed quarterly change and maintenance window for system updates (one time event at the start of the engagement)	CI	RA
Request capacity addition and/or removal within the Dell Managed Services Platform	I	RA
Implement Dell-responsible approved changes	RA	
Perform system changes to resolve Incident(s)	RA	
Coordinate and support software and code upgrades	RA	
Restrict the installation of unauthorized software on Dell-owned or managed hardware and IT infrastructure network and systems components	C	RA
Implement critical changes during defined change window	RA	I
Implement standard/scheduled change per the defined change window	RA	I
Monitor progress of a request for Change (RFC)	RA	
Evaluate change post-implementation	C	RA
Initiate requests on Dell Managed Services Platform	I	RA
Request management tasks	DELL	END-CUSTOMER
Analyze requests/associated scheduled change requests and status viewable in Dell Managed Services Platform	RA	
Request activities status viewable in the Dell Managed Services Platform	RA	I
Service management ticketing portal tasks	DELL	END-CUSTOMER
Provision, manage, and troubleshoot account in Dell Managed Services Platform	RA	
Execute reporting	RA	I
Self-service ticketing capacity tasks	DELL	END-CUSTOMER
Add, modify, or remove Customer accounts after initial delivery of owner account	RA	
Supplementary capacity tasks	DELL	END-CUSTOMER
Provide self-service user training	RA	CI
Provision, manage, and troubleshoot single sign-on integration	RA	I

Service Features specific to all VxRail Environments (including APEX Private Cloud)		
Life Cycle Management (LCM)	DELL	END-CUSTOMER
Major release upgrade	RA	CI

Minor/incremental release upgrades	RA	CI
VxRail node	RA	CI
vCenter server	RA	CI
Platform Services Controller (PSC)	RA	CI
Troubleshooting	RA	CI
Planning, coordinating, documenting and communicating through change management process	RA	CI
Review release notes and communicate details	RA	CI
Acquiring approvals from customer managed VMs, application, DB and other third-party teams per LCM schedule	I	RA
Ensure upgrade/patching version compatibility for components / products managed by customer	I	RA
Assist upgrade tasks related to customer managed VMs, applications or DB	I	RA
Compute	DELL	END-CUSTOMER
Incremental / minor release updates for iDRAC	RA	CI
Node Server		
Remove Node from services	RA	CI
Administration	RA	CI
Troubleshooting	RA	CI
Node Monitoring and reporting	RA	CI
Coordinating hardware break/fix, availability for scheduled maintenance, updates and fixes for hardware products through use of the problem/change/incident management process	RA	CI
Root cause analysis for problem isolation and resolution for hardware related problems	RA	CI
Technical reviews, as required, for hardware configuration/environment issues	RA	CI
Raised-floor equipment power / cooling facility issues	CI	RA
Decommission of Hardware	I	RA
Virtualization vSphere	DELL	END-CUSTOMER
vCenter Server		
Provisioning	RA	I
Administration	RA	I
Troubleshooting	RA	I
Add, remove compute child resource pools	CI	RAC
Edit compute child resource pool settings (Name, Shares, Reservations, Expandable Reservation, Limit)	CI	RAC
Cluster management	CI	RA
Monitor cluster settings	CI	RA
Edit cluster settings	CI	RA
ESXI Host		
Provisioning	RA	I
Administration	RA	I
Troubleshooting	RA	I
Add, remove host drivers (VIB)	RA	I

Platform Services Controller (PSC)		
Administration	RA	I
Troubleshooting	RA	I
VMware Distributed Resource Scheduling		
Provisioning / Enabling	CI	RA
Administration	CI	RA
Troubleshooting	CI	RA
Storage	DELL	END-CUSTOMER
VSAN		
VSAN management	CI	RA
Create/modify/remove storage policy	CI	RA
Rebalance vSAN storage	CI	RA
VxRail Enclosure Disks		
Provisioning	RA	CI
Administration	RA	CI
Troubleshooting	RA	CI
Disk Replacement	RA	CI
External storage management and administration (outside of VxRail)	I	RA
VxRail Manager	DELL	END-CUSTOMER
VxRail Manager administration	RA	CI
Provisioning assistance	RA	CI
Troubleshooting	RA	CI
Network	DELL	END-CUSTOMER
Create Distributed Switch	CI	RA
Management Distributed Switch	DELL	END-CUSTOMER
Manage authentication control	RA	CI
Port group creation, modification, deletion	RA	CI
Network Troubleshooting	RA	CI
Add and manage Hosts	RA	CI
Configure settings, properties and policies	RA	CI
Upgrade Distributed Switch	RA	CI
Customer-created Distributed Switch	DELL	END-CUSTOMER
Manage Authentication Control	CI	RA
Port group creation, modification, deletion	CI	RA
Network troubleshooting	CI	RA
Add and manage hosts	CI	RA
Configure settings, properties and policies	CI	RA
Upgrade Distributed Switch	CI	RA
Remove Distributed Switch	CI	RA

AD Management (AD is managed by customer)	DELL	END-CUSTOMER
Grant/modify access to Dell EMC controlled environment	CI	RA
Remove access to Dell EMC controlled environment	CI	RA
Update/change passwords to Dell EMC controlled environment as per client security requirements	I	RA
Create/update/change Active Directory objects (user/service/groups/security /Policies/Passwords) that affect or interact with the Dell EMC controlled environment as per client security requirements	I	RA
Integrate Dell EMC standard access management into client systems	I	RA

The table below in this Section indicates roles and responsibilities performed by the Customer's and Dell's personnel as it pertains to technical tasks to the extent PowerSwitch networking components ("PowerSwitch") are part of the Services, when included with and dedicated to VxRail or Apex Private Cloud in the Order Form. These tasks are typically performed on a weekly or monthly cadence unless otherwise noted for extraordinary circumstances. For the avoidance of doubt, the table below only applies when Customer has PowerSwitch deployed as part of the Services and such PowerSwitch is dedicated to the Services.

Additional Networking Service features specific to managing an Apex Private Cloud environment		
Dell ToR/OOB switch shipped with Apex Private Cloud	DELL	END-CUSTOMER
Port management	RA	CI
Manage Authentication control	RA	CI
Port utilization management	RA	CI
Port utilization reporting	RA	CI
Access list creation	RA	CI
Access list modification	RA	CI
Access list deletion	RA	CI
Spanning tree modification	RA	CI
Port-channel creation	RA	CI
Port-channel modification	RA	CI
Port-channel deletion	RA	CI
Port Channel monitoring and reporting	RA	CI
Private VLAN creation	RA	CI
Private VLAN modification	RA	CI
Private VLAN deletion	RA	CI
Network Troubleshooting	RA	CI
Update Firmware	RA	CI

5. Fees and Invoicing

The Service will be invoiced on a monthly basis as set forth in the Order Form. The invoiced amount will be for VxRail utilized under management. The fees charged will be with a minimum threshold set forth on the Order Form (based on customer commitment level). Notwithstanding anything to the contrary, the Services cannot be terminated for convenience. Commencement of billing shall be as set forth on the Order Form.

6. Services Specific Customer Responsibilities

Remote Access Specifications:

Network connectivity exists between the front-end hosted in Dell data centers and the Dell Management Stack at the Site. Secure Connection Gateway is required for the Services. Customer is responsible for internet services; Dell is responsible for Management Stack at the Site. Dell and Customer will cooperate to maintain the operational status of the network connection between the parties. For the avoidance of doubt, the Dell Management Stack is owned by Dell and Customer may not use nor access the Dell Management Stack at any time.

The Dell Management Stack will utilize 2 network ports per VxRail node configured for virtual machine port groups, to keep the management network separate from the customer workload networks.

Additionally, if Customer is providing the top-of-rack switch, Customer will agree to provide two ports on the top-of-rack switch(es) per VxRail node for secure, remote access.

The network design for remote connectivity requires a highly secure protocol to be adhered to by both Dell and Customer. Customer must adhere to Dell's standard protocol configuration as advised during Service Enablement, and as updated by Dell from time to time at Dell's absolute discretion.

Customer shall ensure the network connection remains accessible on a 24x7x365 basis.

Security at the Site. The Dell Management Stack is deployed with the solution at the Customer Site. The firewall rules are explicitly allowed on a required basis and with traffic justification.

All access to and from the Management Zone is controlled via firewall rules or ACLs. The exact components at the Site will depend on the information provided by the Customer.

Customer will not have full system/root access. Customer agrees to not delete or modify the virtual machines that host the vCenter, VxRail Manager and Dell Management Stack components.

Only authorized team members can connect or view the notification from system, all communications are bilaterally authenticated with RSA digital certificates.

7. General Customer Responsibilities

Authority to Grant Access. Customer represents and warrants that it has obtained permission for both Customer and Dell to access and use, whether remotely or in-person, Customer-owned or licensed software, hardware, systems, the data located thereon, and all hardware and software components included therein, for the purpose of providing these Services. If Customer does not already have that permission, it is Customer's responsibility to obtain it, at Customer's expense, before Customer asks Dell to perform these Services.

Non-solicitation. Where allowed by law, Customer will not, without Dell's prior written consent, for a period of two years from the date listed on the Order Form, directly or indirectly solicit for employment any Dell employee with whom Customer has come in contact in connection with Dell's performance of the Service; provided, however, that general advertisements and other similarly broad forms of solicitation will not constitute direct or indirect solicitation hereunder and Customer is permitted to solicit for employment any employee that has been terminated or has resigned employment with Dell's prior to the commencement of employment discussions with Customer.

Customer Cooperation. Customer understands that without prompt and adequate cooperation, Dell will not be able to perform the Service or, if performed, the Service may be materially altered or delayed. Accordingly, Customer will promptly and reasonably provide Dell with all cooperation necessary for Dell to perform the Service. If Customer does not provide reasonably adequate cooperation in accordance with the foregoing, Dell will not be responsible for any failure to perform the Service and Customer will not be entitled to a refund.

On-Site Obligations. Where Services require on-Site performance by Dell, Customer will provide (at no cost to Dell) free, safe and sufficient access to Customer's facilities and environment, including ample working space, electricity, safety equipment (if applicable) and a local telephone line. A monitor or display, a mouse (or pointing device), and a keyboard must also be provided (at no cost to Dell), if the system does not already include these items.

Data Backup. Customer will complete a backup of all existing data, software and programs on all affected systems prior to and during the delivery of this Service. Customer should make regular backup copies of all data stored on all affected systems as a precaution against possible failures, alterations, or loss of data. Dell will not be responsible for the restoration or reinstallation of any programs or data.

Unless otherwise required by applicable local laws, DELL WILL HAVE NO LIABILITY FOR:

- ANY CUSTOMER CONTENT, CUSTOMER CONFIDENTIAL, PROPRIETARY OR PERSONAL INFORMATION;
- LOST OR CORRUPTED DATA, PROGRAMS OR SOFTWARE;
- DAMAGED OR LOST REMOVABLE MEDIA;
- THE LOSS OF USE OF A SYSTEM OR NETWORK; AND/OR
- FOR ANY ACTS OR OMISSIONS, INCLUDING NEGLIGENCE, BY DELL SERVICES OR A THIRD-PARTY SERVICE PROVIDER.

Third Party Warranties. These Services may require Dell to access hardware or software that is not manufactured or sold by Dell. Some manufacturers' warranties may become void if Dell or anyone else other than the manufacturer works on the hardware or software. Customer will ensure that Dell's performance of Services will not affect such warranties or, if it does, that the effect will be acceptable to Customer. Dell does not take responsibility for third party warranties or for any effect that the Services may have on those warranties.

8. Assumptions

The Services, fees and SLOs are based on circumstances, estimates, metrics, principles, financial data, standards and general information disclosed by Customer or used by Dell (collectively, "Assumptions"). Customer shall be responsible for the accuracy of any representation it made as part of the due diligence and negotiation process and on which the Assumptions are based. In the event of any material deviation from the Assumptions, Dell may equitably adjust the applicable terms of this Service Description, including the fees and the Services, to be consistent with the intent of each of Dell and Customer.

9. Exclusions from Service

For the avoidance of doubt, the following activities are not included in the scope of Services:

- Any services, tasks or activities other than those specifically noted in this Service Description.
- The Service does not include the development of any intellectual property created solely and specifically for the Customer.
- Activities related to the existing Customer data center environment such as de-installation, reconfiguration, connection, troubleshooting, etc.
- Custom scripting, coding, performance tuning or optimization.

- Installation, configuration, or migration of any applications, web technologies, databases, virtualized networking, or other software except when explicitly described herein.
- Migrations or movement of physical-to-virtual or virtual-to-virtual compute systems other than those explicitly described herein.
- Data or application migrations to/from unsupported products, remote data centers, to non-Dell products.
- Physical installation of computer components such as memory cards, internal storage devices, expansion cards into non-Dell products.
- Installation or configuration of unsupported products. All Dell and Customer-supplied components will be validated as supported or not during the planning process. Note that in some instances, Dell may provide guidance for installation and configuration of non-supported products to be completed by the Customer but accepts no responsibility or liability for said guidance.
- Routing of cabling (network, power, or fiber) between racks, or through walls, ceilings, floors, or between rooms.
- Racking of dense or heavy enclosures higher than 21u in a rack or mounting of enclosures higher than the 44u position in any rack.
- Connection to direct current power supplies. A qualified electrician must perform all connections to data center power and to safety grounds.

This Service Description does not confer on Customer any warranties which are in addition to the warranties provided under the terms of the Agreement.

10. Services Terms & Conditions

To the extent that any terms of this Service Description conflict with any terms of the Agreement, the terms of this Service Description will prevail, but only to the extent of the specific conflict, and will not be read or deemed to replace any other terms in the Agreement which are not specifically contradicted by this Service Description.

Customer further agrees that by renewing, modifying, extending or continuing to utilize the Service beyond the initial term, the Service will be subject to the then-current Service Description available for review at Dell.com/servicedescriptions.

Privacy: Dell will treat any personal information collected under this Service Description in accordance with the applicable jurisdiction's Dell Technologies Privacy Statement, all of which are available at <http://www.dell.com/localprivacy> and each of which is hereby incorporated by reference.

Agreement Terms: The following table sets forth Dell's standard Agreement terms and conditions that govern the Services based on the country in which Customer is purchasing the Services.

Locations	Commercial Terms of Sale
Australia	https://www.dell.com/learn/au/en/aucorp1/legal_terms-conditions_dellgrmwebpage/commercial-terms-of-sale-au?c=au&l=en&s=corp&cs=aucorp1
Canada	https://i.dell.com/sites/csdocuments/Legal_Docs/en/ca/commercial-terms-of-sale-canada.pdf https://www.dell.com/learn/ca/fr/cacorp1/terms-conditions/art-intro-commercial-terms-of-sale-ca
France	france-commercial-terms-of-sale-fr.pdf (dell.com)
Germany	https://i.dell.com/sites/csdocuments/Shared-Content_solutions_Documents/de/de/DE_Commercial_CTS.pdf

Japan	https://www.dell.com/learn/jp/ja/jpcorp1/terms-of-sale-commercial-and-public-sector
New Zealand	https://www.dell.com/learn/nz/en/nzcorp1/legal_terms-conditions_dellgrmwebpage/commercial-terms-of-sale-nz?c=nz&l=en&s=corp&cs=nzcorp1
South Korea	https://www.dell.com/learn/kr/ko/krcorp1/terms-of-sale-commercial-and-public-sector
UK	uk-commercial-terms-of-sale-en.pdf (dell.com)
United States	https://www.dell.com/learn/us/en/usc corp1/terms

11. Supplemental Terms & Conditions

1. Term of Service. This Service Description commences on the date listed on the Order Form and continues through the term (“Term”) indicated on the Order Form. As applicable, the number of systems, licenses, installations, deployments, managed end points or end-users for which Customer has purchased any one or more Services, the rate or price, and the applicable Term for each Service is indicated on Customer’s Order Form.

2. Important Additional Information

- A. **Rescheduling.** Once this Service has been scheduled, any changes to the schedule must occur at least 8 calendar days prior to the scheduled date. If Customer reschedules this service within 7 days or less prior to the scheduled date, there will be a rescheduling fee not to exceed 25% of the price for the Services. Any rescheduling of the Service will be confirmed by Customer at least 8 days prior to commencement of the Service.
- B. **Commercially Reasonable Limits to Scope of Service.** Dell may refuse to provide Service if, in its commercially reasonable opinion, providing the Service creates an unreasonable risk to Dell or Dell’s service providers or if any requested service is beyond the scope of Service. Dell is not liable for any failure or delay in performance due to any cause beyond its control, including Customer’s failure to comply with its obligations under this Service Description.
- C. **Optional Services.** Optional services (including point-of–need support, consulting, professional, support or training services) may be available for purchase from Dell and will vary by Customer location. Optional services may require a separate agreement with Dell.
- D. **Assignment and Subcontracting.** Dell may subcontract this Service and/or assign this Service Description to qualified third party service providers who will perform the Service on Dell’s behalf.
- E. **Cancellation.** Dell may cancel this Service, and any Order Form associated with the Service, at any time during the Term for any of the following reasons:
- Customer fails to pay the total price for this Service in accordance with the invoice terms;
 - Customer is abusive, threatening, or refuses to cooperate with the assisting analyst or on-Site technician; or
 - Customer fails to abide by the terms and conditions set forth in this Service Description.
- F. If Dell cancels this Service, Dell will send Customer written notice of cancellation at the address indicated on Customer’s invoice. The notice will include the reason for cancellation and the effective date of cancellation, which will be not less than ten (10) days from the date Dell sends notice of cancellation to Customer, unless local law requires other cancellation provisions that may not be varied by agreement. If Dell cancels this Service pursuant to this paragraph, Customer shall not be entitled to any refund of fees paid or due to Dell and shall be responsible for any committed payments associated with the applicable Order Form.
- G. **Geographic Limitations and Relocation.** This Service is not available at all locations. Service options, including SLOs, technical support hours, and on-Site response times will vary by geography and certain

options may not be available for purchase in Customer's location, so please contact a Dell sales representative for these details.

H. Location Specific Terms and Conditions.

- a. The Services will be delivered in English only with local language support provided using commercially reasonable efforts unless otherwise required by local law.
- b. **U.S. Customers and HIPAA.** Dell hereby disclaims any and all liability for any restoration of Customer Content on the Service (including on any systems that Customer provides or removable media). If Customer is subject to the U.S. Health Insurance Portability and Accountability Act ("HIPAA"), Customer represents and warrants that Customer will not upload any data to the Service containing Protected Health Information as defined in 45 C.F.R. Section 160.103 ("PHI"). If a Reseller is making the Service available to an End Customer who is subject to HIPAA, Reseller represents and warrants that the Customer will not upload PHI to the Services.
- c. **Australia and New Zealand.** Notwithstanding anything to the contrary; (i) to the extent Customer is or becomes the responsible entity for one or more critical information assets, as such terms are defined in the Security of Critical Infrastructure Act 2018 ("SOCI Act"), as amended, Customer will remain solely responsible for any compliance obligations under the SOCI Act with respect to such assets unless otherwise agreed to in writing with Dell; (ii) unless and solely to the extent otherwise notified by Customer in writing to Dell, Customer represents and warrants that it is not using, and will not use, the Service to store, transmit, or otherwise process business critical data, as that term is defined in the SOCI Act ("BCD Use"); and (iii) should Dell be notified or otherwise become aware of Customer's BCD Uses, Dell may: (A) require Customer to comply with such other terms relating to BCD Use as notified to Customer in writing, or (B) terminate Customer's access to the Service.
- d. **South Korea.** If Customer wishes to use the Service after the Term, Customer should provide notice to Dell of its intention to request a Term extension by contacting its sales representative or Reseller within ninety (90) days before the end of the then current Term.

Exhibit 1 – Security Framework

This Exhibit applies to the Dell processes and physical locations from where Dell delivers Services to Customer. Systems in-scope include Dell's remote health and performance monitoring solutions and remote access connectivity solutions only and excludes the In-Scope Environment.

1. Information Security Management Program

1.1. Security Management ISO27002: 2013

Dell will maintain an information security management program aligned to the ISO27002:2013 framework, to maintain commercially reasonable administrative, organizational, technical, and physical measures to protect the security, integrity, confidentiality, and availability of Customer information.

1.2. ISO27001:2013 Certification

1.2.1. The following business units, Dell location and activities are in-scope of the ISMS, ISO27001:2005:

i. Remote systems management

- a) Ireland – Cork
- b) India – Bangalore
- c) India - Pune
- d) United States – Hopkinton, MA
- e) United States – Draper, UT
- f) Australia – Sydney North Ryde

ii. Managed services – On-site and remote services

1.2.1.1. UK – Brentford, City, and Customer Services Locations

1.3. Information Security Policies and Standards

1.3.1. Dell Policies and Standards

1.3.1.1. Services and solutions will be designed, delivered, and maintained in accordance with Dell policies and standards which are aligned to the ISO27002:2013 framework. This includes the following:

- i. Management sponsorship and direction;
- ii. Organization and governance of information security;
- iii. Asset management: inventory and classification of information assets;
- iv. Human resources security: security aspects for employees on-boarding, transferring, and off-boarding;
- v. Physical and environmental security: protection of the computer facilities;
- vi. Communications and operations management: management of technical security controls in systems and networks;
- vii. Access control: restriction of access rights to networks, systems, applications, functions and data;
- viii. Information systems acquisition, development and maintenance: building security into applications;
- ix. Information security incident management: anticipating and responding appropriately to information security breaches;
- x. Business continuity management: protecting, maintaining, and recovering business-critical processes and systems; and

- xi. Compliance: ensuring conformance with information security policies and laws applicable to Dell.

1.4. Security Incidents

1.4.1. Dell will implement and maintain a commercially reasonable and appropriate data security incident management program. In the event Dell becomes aware of a security incident, Dell will notify Customer of the security incident in accordance with Dell information security policies. In the event a Customer becomes aware of a security incident that may impact the Services, the Customer will immediately notify Dell of the security incident. To the extent a security incident originates from, or is caused by, Customer, such that the security incident may have an adverse impact on Dell's tools, network, facilities or any other Dell resources, Dell may immediately suspend services, without further liability to Customer.

1.5. Service Industry Control Reporting

1.5.1. Dell will conduct both SSAE18/ISAE3402 and SOC 2 Type II audit attestations, covering at a minimum security and availability trust principles, on an annual basis. The audit results, provided in a letter to the Dell management team, may be provided upon Customer request and are subject to when the findings become available to Dell.

1.6. Physical Review of Dell Information Security Policies

1.6.1. Customer may, from time to time, but not more than once in any calendar year for itself or on behalf of its affiliates, conduct a physical review of Dell's information policies relating to Dell's performance and this Service Description through its own personnel or through agents, auditors or advisers and will ensure that such persons are bound by the terms set forth in this Section and any other applicable provisions therein or in the Agreement. All requests for audits shall be written and provided no less than ninety (90) business days prior to the commencement of the review. Dell will work with Dell's security policy team to schedule a review of the applicable and appropriate Dell information security policies that are directly related to the Services. Dell information security policies are classified as Dell confidential information.

Exhibit 2 – Performance Standards

1. Service Level Objectives

The Service Level Objectives (SLO) are measurements of Service against metrics that Dell will strive to achieve. If Dell fails to achieve an SLO, Dell will carry out reasonable corrective actions in order to meet the SLO, and the parties will discuss corrective actions in good faith. For the avoidance of doubt, there is no financial penalty or other credit associated with Dell's failure to achieve an SLO.

Dell shall not be responsible for the failure to meet any SLO to the extent that any such failure is attributable to any of the following causes:

- Any cause beyond Dell's control, including a failure of the Customer's technology and other assets;
- Any action (or inaction) by Dell at the express direction of Customer;
- Force majeure event;
- The acts or omissions of Customer or Customer affiliates, employees, subcontractors, representatives, agents or any other third-party;
- Any action taken at the authorized request of the Customer or within an approved change window or scheduled maintenance window;
- Service or resource reductions requested or approved by Customer and agreed by the parties;
- Customer's failure to take recommended or corrective actions reasonably requested and identified by Dell in writing to Customer as essential to maintain SLOs;
- Failure to meet SLOs while operating under a business continuity or disaster recovery plan;
- Occurrences outside the In-Scope Environment;
- Infringements of third-party proprietary rights;
- With respect to SLOs where the target is time-based, measurement time shall be suspended during periods when Dell is awaiting performance of functions by any party other than Dell that are necessary for Dell to complete the activities required by such SLOs.

1.1 Incident Management

Incident	Response Time Service Level Objective	SLO Target	Service Window**
High	Priority 1 ticket acknowledged within 15 minutes	90%	24x7x365
Medium	Priority 2 ticket acknowledged within 1 hour	90%	24x7x365
Low	Priority 3 ticket acknowledged within 4 Business Hours	85%	8x5 Business Hours
None	Priority 4 ticket acknowledged within 8 Business Hours	85%	8x5 Business Hours

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

1.2 Incident Level

- **High:** Customer is experiencing significant loss or degradation of services and requires immediate attention from Dell. Customer is available 24x7 to work with a support team to resolve this Incident.
- **Medium:** Customer is experiencing moderate loss or degradation of service, but work can reasonably continue in an impaired manner. Customer is available during normal business hours to work with a Dell support team to resolve this Incident.
- **Low:** Customer is experiencing minor service disruption. Customer is available during normal business hours to work with a Dell support team to resolve this incident.
- **None:** Customer wants to request an enhancement or a documentation update or needs information on how to do something.

1.3 Reporting

Measured as the number of defined report deliverables delivered according to the specified schedule.

Reporting Service Level Objective	SLO Target	Service Window**
Required reports (including bills and invoices) are published according to the specified and agreed upon time schedule.	90%	Business Days

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

2. Service Level Agreement

The Service Level Agreement (SLA) is the measurement of Service against metrics that Dell will strive to achieve. If Dell fails to achieve an SLA, Dell will carry out reasonable corrective actions in order to meet the SLA, and the parties will discuss corrective actions in good faith. Customer must meet the following conditions, and, upon Dell's request, provide Dell with information on these conditions in order for Dell to honor the Uptime Commitment. The penalty for missing SLAs are later herein.

Dell shall not be responsible for the failure to meet any SLA to the extent that any such failure is attributable to any of the following causes:

- Any cause beyond Dell's control, including a failure of the Customer's technology and other assets;
- Any action (or inaction) by Dell at the express direction of Customer;
- Failures not related to hardware, including, but not limited to VMware Software, VMs, and Containers;
- Hardware or cluster configurations by Customer;
- Software updates by Customer;
- Force majeure event, suspension, or cancellation events;
- The acts or omissions of Customer or Customer affiliates, employees, subcontractors, representatives, agents or any other third-party;
- Any action taken at the authorized request of the Customer or within an approved change window or scheduled maintenance window;
- Service or resource reductions requested or approved by Customer and agreed by the parties;
- Customer's or Third-Party equipment, environment or services, including any failure thereof;
- Customer's failure to take recommended or corrective actions reasonably requested and identified by Dell in writing to Customer as essential to maintain SLAs;
- An event caused by or attendant to an existing incident which the subject of Service Credits;
- Any action taken by Dell at the direction of Customer or within a Change and Maintenance Window; and
- Cybersecurity incidents related to Customer's failure to properly mitigate such issues through proper monitoring
- Failure to meet SLAs while operating under a business continuity or disaster recovery plan;
- Occurrences outside the In-Scope Environment; or any other cause beyond Dell's control;
- Infringements of third-party proprietary rights;
- Failure to approve required change windows or maintenance windows;
- Customer's failure to approve a corrective action plan developed as a result of a previous SLO; and
- With respect to SLAs where the target is time-based, measurement time shall be suspended during periods when Dell is awaiting performance of functions by any party other than Dell that are necessary for Dell to complete the activities required by such SLAs.
- Telemetry, including SRS, must be enabled
- VMware High Availability must be enabled for the clusters
- Primary failures to tolerate (FTT) for each cluster should be equal to at least 1
- Must maintain at least 25% slack space on the VSAN datastore
- Must ensure sufficient capacity to restart VMs in a cluster in case of host failure in that cluster

- Follow all VMware recommended best practices to configure and operate the VxRail servers
- Any deletion or modification of the virtual machines that host vCenter, VxRail Manager and Dell Management Stack

2.1 Uptime Commitment

During the Term of Service, the VxRail servers will be operational and available to Customer at least 99.99% of the time in any calendar month. The “Uptime Commitment” is measured as the extent to which the VxRail servers are functioning in substantial accordance with Dell’s published specifications while properly configured and maintained as set forth herein, such that virtual machines (VMs) or containers in Customer’s cluster are available for use. Service administration tools are not included in the Uptime Commitment. Customer may be entitled to a Service Credit if Dell does not satisfy the Uptime Commitment. Customer is responsible for initiating any claim for a Service Credit within thirty (30) days from the incident, and providing any documentation reasonably requested by Dell to be eligible to earn a Service Credit. Service Credits shall be Customer’s exclusive remedy for not meeting the Uptime Commitment.

$$\text{Monthly Uptime Percentage} = \frac{(\text{Total Calendar Month Minutes} - \text{Downtime Minutes})}{\text{Total Calendar Month Minutes}} \times 100\%$$

- “**VxRail server**” is the VxRail system that is under management.
- “**Service Credit**” is calculated based on the formula below:

Monthly Uptime Percentage	Service Credit
<99.99%	10%
<99.5%	20%
<99.0%	30%

2.2 Application of Service Commitments

Service Credits can only be applied to the total (monthly) invoice subsequent to the month in which the Service Credit was earned, and only on the affected VxRail server. In no event shall:

- Service Credits cannot be applied to anything other than the Service described in this schedule;
- Service Credits cannot be combined with any other incentive or discount offered by Dell; and
- Customer will not be issued cash or a cash rebate in lieu of a credit, even if the Service is not being renewed.
- Service Credits shall be offset against any claim for loss or damages.

2.3 Third Party Performance

With respect to the Uptime Commitment, measurement time shall be suspended during periods when Dell is awaiting performance of functions by any party other than Dell.

2.4 Uptime Commitment Failures

If the Uptime Commitment is not met, Dell will, at its discretion, perform the following:

- Investigate, assemble and preserve pertinent information with respect to the Incidents or other factors which led to same;
- Execute a corrective action plan;
- Advise Customer, if necessary, of the status of remedial efforts being undertaken; and
- Take appropriate preventive measures to address reoccurrence.