



Service Description

Dell PowerProtect DD Series Appliance Upgrade Service

Introduction

Dell Technologies Services is pleased to provide the Dell PowerProtect DD Series Appliance Upgrade Service (the "Service(s)") in accordance with this Service Description ("Service Description"). Your 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 you purchased. For additional assistance or to request a copy of your service contract(s), contact technical support or your sales representative.

The Scope of This Service

The PowerProtect DD Series Appliance Upgrade Service is available on select Dell PowerProtect DD Series Appliance products ("Supported Products") that are sold as part of a Dell Technologies designed or recommended solution. This Service provides Customer with a one-time entitlement to:

Controller Upgrade: a controller upgrade from a PowerProtect DD Series Appliance controller within the Supported PowerProtect DD Series Appliance solution to the comparable next generation (N+1) controller as determined by Dell Technologies in its sole discretion ("Controller Upgrade").

Additional Terms

- The Service is applicable to single node complete system sales of DD9400 and DD9900 only.
- The Service must be used within the 3-year term of the Service that was purchased with the Supported Product (the "Term").
- The Service may not be used until the applicable, corresponding upgrade is made available by Dell Technologies. The corresponding upgrade option will be determined by Dell Technologies in its sole discretion.
- The Service is not transferable to any other units or third parties and is only available for the Supported Product that is associated with the Service at the time the Supported Product is purchased.

- Prior to performing the Controller Upgrade Dell Technologies may require that the Supported Product configuration meet certain technical or other prerequisites as specified by Dell Technologies, such as meeting a specified OS or firmware level, upgrading software or software license, or replacing any components for which end of life (EOL) has already been communicated.
- Other hardware (such as chassis, power supplies, IO cards, etc.), software and/or software licenses may be required to be purchased separately in order to deploy the Controller Upgrade.
- Separate deployment service contracts, warranty, support service contracts and/or other service contracts may also be required to incorporate such separate hardware, software and/or software licenses purchases with the Supported Product and to deploy the Controller Upgrade.
- Support provided for the Controller Upgrade by Dell Technologies or an authorized support partner will align with the current customer purchased support agreement. Any support activities outside of the purchased support agreement may be billed as time and materials.
- Dell Technologies reserves the right to elect not to extend or renew the PowerProtect DD Series Appliance Upgrade Service if Customer fails to use the Service during the Term.
- Dell Technologies may terminate the Service and refuse to sell any new PowerProtect DD Series Appliance Upgrade Service entitlement with respect to future Supported Product purchases at any time.
- Dell Technologies may, from time to time, modify the terms of the PowerProtect DD Series Appliance Upgrade Service set forth in this Service description. If Dell Technologies makes modifications that have a material impact to Customer, the existing PowerProtect DD Series Appliance Upgrade Service will continue to be governed by the terms in effect immediately prior to such modification until the expiration of the current coterminous support coverage period.

Exclusions

For the avoidance of doubt, the following activities and items are not included in the scope of the Service:

- Any entitlements, services, tasks or activities other than those specifically noted in this Service Description.
- Deployment of the Controller Upgrade or any additional hardware, software or licenses.
- This Service Description does not confer on Customer any warranties which are in addition to the warranties provided under the terms of your master services agreement or Agreement, as defined below, as applicable.
- PowerProtect DD Series Appliance HA configurations and controller upgrade sales from a previous generation DD appliance.
- Any PowerProtect DD Series Appliance models other than those specifically noted in this Service Description

Offer-Specific Customer Responsibilities

In addition to other responsibilities outlined in this Service description, or otherwise communicated by Dell Technologies, Customer shall:

- Migrate data from any storage media devices for which Dell Technologies has announced EOL, or have less than 5% of usable life remaining, or are not supported by the upgraded controller prior to undergoing the Controller Upgrade. In addition to the data migration, the Controller Upgrade may also require purchasing new media devices, power supplies, IO modules or other hardware, software, software licenses, services and associated support.
- Pay any applicable taxes and shipping charges for the hardware provided by Dell Technologies, payable at the time of the Controller Upgrade for the Supported Product. These charges cannot be paid in advance.
- Complete the installation within 60 days of Dell shipping the hardware.
- Meet all technical prerequisites or Customer responsibilities required for successful execution of the Controller Upgrade as set forth in this Service Description and/or communicated by Dell Technologies prior to installation of the Controller Upgrade. If Customer fails to do so, Dell Technologies is under no obligation to provide the Controller Upgrade.
- Ensure that all data sanitization and disposition of the original/existing controller is in compliance with applicable law. Dell Technologies is under no obligation to accept returns from Customer of the original/existing controller. Dell Technologies offers separate services that provide data sanitization and asset disposition for an additional fee. Dell will have no liability for any data left on the original/existing controller by Customer. The original/existing controller cannot be resold to a third party.

Termination

Customer may not cancel the PowerProtect DD Series Appliance Upgrade Service prior to the end of the coverage term. Also, if Customer cancels the underlying warranty support services prior to the end of the coverage term, then the PowerProtect DD Series Appliance Upgrade Service will automatically terminate, and Customer will not be eligible for any refund from the PowerProtect DD Series Appliance Upgrade Service.

When, due to technical or design limitations or upcoming EOL for eligible configurations, it is not feasible for Dell Technologies to deliver to Customer the PowerProtect DD Series Appliance Upgrade Service as described in this Service Description, Dell Technologies reserves the right to terminate the PowerProtect DD Series Appliance Upgrade Service and will provide a refund in the form of a credit for a future purchase of Dell Technologies Products or Services.

Limitations

Unless otherwise required by applicable local laws, DELL TECHNOLOGIES WILL HAVE NO LIABILITY UNDER THIS SERVICE DESCRIPTION FOR:

- ANY OF YOUR 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 TECHNOLOGIES SERVICES OR A THIRD-PARTY SERVICE PROVIDER.

Terms & Conditions

This Service Description is entered between you, the customer (“you” or “Customer”), and the legal entity identified on your Order Form for the purchase of this Service (the “Dell Legal Entity”). This Service is provided subject to and governed by Customer’s separate signed master agreement with the Dell Legal Entity that explicitly authorizes the sale of this Service. In the absence of such agreement explicitly authorizing this Service, depending on Customer’s location, this Service is provided subject to and governed by either Dell’s Commercial Terms of Sale or the agreement referenced in the table below (as applicable, the “Agreement”). Please see the table below which lists the URL applicable to your Customer location where your Agreement can be located. The parties acknowledge having read and agree to be bound by such online terms.

Customer Location	Terms & Conditions Applicable to Your Purchase of the Services	
	Customers Purchasing Service Directly	Customers Purchasing Service Through an Authorized Reseller
United States	Dell.com/CTS	Dell.com/CTS
Canada	Dell.ca/terms (English) Dell.ca/conditions (French-Canadian)	Dell.ca/terms (English) Dell.ca/conditions (French-Canadian)
Asia-Pacific-Japan	Local Dell.com country-specific website or Dell.com/servicedescriptions .*	Service Descriptions and other Dell Legal Entity service documents which you may receive from your seller shall not constitute an agreement between you and the Dell Legal Entity but shall serve only to describe the content of Service you are purchasing from your seller, your obligations as a recipient of the Service and the boundaries and limitations of such Service. As a consequence hereof any reference to “Customer” in this Service Description and in any other Dell Legal Entity service document shall in this context be understood as a reference to you whereas any reference to the Dell Legal Entity shall only be understood as a reference to a Dell Legal Entity as a service provider providing the Service on behalf of your seller. You will not have a direct contractual relationship with the Dell Legal Entity with regards to the Service described herein. For the avoidance of doubt any payment terms or other contractual terms which are by their nature solely relevant between a buyer and a seller directly shall not be applicable to you and will be as agreed between you and your seller.
Europe, Middle East, & Africa	Local Dell.com country-specific website or Dell.com/servicedescriptions .* In addition, customers located in France, Germany and the UK can select the applicable URL below: France: Dell.fr/ConditionsGeneralesdeVente Germany: Dell.de/Geschaeftsbedingungen UK: Dell.co.uk/terms	Service Descriptions and other Dell Legal Entity service documents which you may receive from your seller shall not constitute an agreement between you and the Dell Legal Entity but shall serve only to describe the content of Service you are purchasing from your seller, your obligations as a recipient of the Service and the boundaries and limitations of such Service. As a consequence hereof any reference to “Customer” in this Service Description and in any other Dell Legal Entity service document shall in this context be understood as a reference to you whereas any reference to the Dell Legal Entity shall only be understood as a reference to a Dell Legal Entity as a service provider providing the Service on behalf of your seller. You will not have a direct contractual relationship with the Dell Legal Entity with regards to the Service described herein. For the avoidance of doubt any payment terms or other contractual terms which are by their nature

		solely relevant between a buyer and a seller directly shall not be applicable to you and will be as agreed between you and your seller.
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* Customers may access their local Dell.com website by simply accessing Dell.com from a computer connected to the Internet within their locality or by choosing among the options at Dell's "Choose a Region/Country" website available at Dell.com/content/public/choosecountry.aspx?c=us&l=en&s=gen.

Privacy: Dell Technologies 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.

If there is a conflict between the terms of any of the documents that comprise this Agreement, the documents will prevail in the following order: (i) this Service Description; (ii) the Agreement; (iii) the Order Form. 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 non-conflicting provisions within the same paragraph, section or sub-section.

By placing your order for the Service, receiving delivery of the Service, utilizing the Service or associated software or by clicking/checking the "I Agree" button or box or similar on the Dell.com or DellEMC.com website in connection with your purchase or within a Dell Technologies software or Internet interface, you agree to be bound by this Service Description and the agreements incorporated by reference herein. If you are entering this Service Description on behalf of a company or other legal entity, you represent that you have authority to bind such entity to this Service Description, in which case "you" or "Customer" shall refer to such entity. In addition to receiving this Service Description, Customers in certain countries may also be required to execute a signed Order Form.

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