

Keep Your Hard Drive for Dell APEX

Introduction

Dell Technologies (“**Dell**”) is pleased to provide the Services (defined later herein) in accordance with this Service Description (“**Service Description**”). The Customer (defined later herein) 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 Customer purchased. This Service Description is between the customer defined in the Order Form (“**Customer**”) and the applicable Dell sales entity specified on said Order Form. For additional assistance or to request a copy of the Customer service contract(s) or Order Form(s), contact the Customer Dell sales representative.

Definitions. The following defined terms are used in this Service Description. Terms not defined in this Section shall be given the meaning in the context in which they are used or as set forth in the Agreement.

Dell APEX Service(s): Dell offers subscription services for Dell APEX Standard Systems to be deployed within customer datacenters. For the avoidance of doubt, the Service does not apply to service in a colocation datacenter facility. These services are consumed by the Customer as-a-service in a subscription model. The Dell APEX Service is procured separately from the Services set forth in this Service Description. In order to receive the Services, Customer must have purchased an Dell APEX Service.

Dell APEX Standard System: Is an infrastructure solution stack pre-configured and deployed by Dell (or a Dell-authorized deployment partner) that is used to deliver the applicable Dell APEX Service. For the avoidance of doubt, the Dell APEX Standard System does not include any custom configurations sold for custom Dell APEX Services (e.g., Dell APEX Custom Flex-on-Demand or Dell APEX Custom Data Center Utility).

Dell APEX Subscription Term: The duration of the Dell APEX Service. Customers can typically choose a one or three year subscription for their Dell APEX Service.

Customer-Managed Dell APEX Service: Dell is responsible only for deploying the Dell APEX Standard System, but not for managing it. Customer is responsible for managing the Dell APEX Standard System.

Dell-Managed Dell APEX Service: Dell deploys, monitors and manages the Dell APEX Service.

Supported Products: Hard drives included in the Dell APEX Standard System.

Overview

- Customer must purchase an Dell APEX Service. When purchasing the Dell APEX Service, Customer will also need to simultaneously purchase this Service in a sales-assisted motion to receive this Service. For the avoidance of doubt, the Service cannot be added to an existing Dell APEX Subscription Term or modified during the term of Service.
- The Service allows Customers to retain possession of failed hard drives (including, but not limited to: standard, Solid-State Drive (SSD) and Serial ATA (SATA) Hard Disk Drives (HDDs), including PCIe and NVMe) that are within the Dell APEX Standard System throughout the Dell APEX Subscription Term (the “**Service**”). At the end of Dell APEX Subscription Term, and if Customer does not renew the Services, Dell’s authorized technician will remove the Dell APEX Standard System from the applicable location, including any / all non-defective Supported Products and return them back to Dell. For the avoidance of doubt, Customer may retain any failed Supported Products during and after the Dell APEX Subscription Term.
- This Service only applies to Dell APEX Services.

Customer shall pay Dell a fee, at the beginning of the Service, as set forth on the applicable Order Form (the “**Initial Fee**”). The Initial Fee shall be the full amount for the Service (for either a one-year or three-

year term, coinciding with the corresponding Dell APEX Subscription Term). If the Customer decides to expand the base committed capacity on the applicable Dell APEX Service, then Customer must expand this Service. Any such expansion, in excess of the Initial Fee, shall be billed in accordance with Dell's then-current rates for the Service.

Support Procedures

Receiving Support:

For Customer-Managed Dell APEX Services, Customers will call Dell technical support in accordance with the Dell APEX Service when they experience a problem or suspect a hard drive failure. Customers will receive support in accordance with their applicable Dell APEX Service. If the Dell technician determines that the Supported Product requires a replacement, Dell will ship the replacement hard drive to the Customer pursuant to Customer's applicable Dell APEX Service. This Service entitles Customer to retain possession (but not ownership) of the failed hard drive(s).

For Dell-Managed Dell APEX Services, Customers will receive a call from Dell technical support to identify any problems or suspected hard drive failures. If the Dell technician determines that the Supported Product requires a replacement, Dell will replace the Supported Product. This Service entitles a Customer to retain possession (but not ownership) of the failed hard drive(s).

In the event a Customer separately sends the Supported Product to Dell as part of a replacement, Customer agrees that their return of a component (a "**Returned Entitled Component**") constitutes a waiver of their right to receive the Service from Dell. After Dell receives a Returned Entitled Component, Dell will have no further obligation to the Customer with respect to such Returned Entitled Component. Dell will not, under any circumstance, be obligated to return a Returned Entitled Component to Customer, nor will Dell be required to remove data or take any other action with respect to the Customer's Returned Entitled Component, nor any data stored on the Returned Entitled Component. In the event that Dell receives a Returned Entitled Component, Dell may process the Returned Entitled Component in accordance with Dell's standard policies as a component returned to Dell.

Failure rates on components are constantly monitored and Dell reserves the right to refuse service if Dell reasonably believes that the Customer is overusing the Service (such as when Customer's requests for replacement of Supported Products materially exceeds the standard failure rates for the system(s) involved). If Dell determines (in Dell's sole discretion) a Customer is abusing the Service, Dell reserves the right to cancel the Service in accordance with the Cancellation terms herein.

The Service does not include:

- Data destruction or data wipe.
- Asset recovery, disposal, or recycling.
- Retention of components that are subject to product recall due to health and safety risks.
- Non-standard components requested as part of Dell custom factory integration service.
- Support for failed and/or retained components. Support continues solely on the replacement component pursuant to the applicable Dell APEX Service.
- Any activities not expressly stated in this Service Description.

Customer Responsibilities

Data Backup; Removing Confidential Data. 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 the data stored on all affected systems as a precaution against possible failures, alterations, or loss of data. In addition, Customer is responsible for removing any confidential, proprietary, or personal information and any removable media such regardless of whether an on-site technician is also providing assistance.

DELL WILL HAVE NO LIABILITY FOR:

- ANY OF THE 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 OR A THIRD-PARTY SERVICE PROVIDER.

Dell will not be responsible for the restoration or reinstallation of any programs or data. For a Customer-Managed Dell APEX Service, when returning a Supported Product, Customer will only include the Supported Product which has been requested by the Dell technician.

Authority to Grant Access. As applicable, Customer represents and warrants that it has obtained permission for both Customer and Dell to access and use the Supported Product, the data on it, and all hardware and software components included in it, 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.

Cooperate with Dell Technicians. Customer agrees to cooperate with and follow the instructions given by Dell remote technicians and its on-site technicians (including any Dell-authorized subcontractors). Experience shows that most system problems and errors can be corrected over the phone as a result of close cooperation between the user and the analyst or technician.

Report Supported Product failures. For Customer-Managed Dell APEX Services, report each instance of Supported Product failure to Dell support in accordance with Customer's applicable Dell APEX Service. For Dell-Managed Dell APEX Services, Dell will notify Customer of Supported Product failure, assuming Customer has complied with its applicable obligations set forth in the Dell APEX Service.

Provide Part Information. Upon request, provide Dell the piece part identification information ("PPID") or adequate detail to validate that the Supported Product is within the scope of the Service.

Onsite Service. Inform the onsite Dell technician (or Dell-authorized subcontractor) that the Supported Product is covered by the Service.

Physical control. Retain physical control of the Supported Product. Dell is not responsible for data contained on components which are returned to Dell.

Disposal. The Customer is responsible for any disposal or destruction of failed Supported Products, retained by Customer, in a manner that complies with all applicable environmental laws and regulations and for ensuring that sensitive, classified, or proprietary data is destroyed or remains secure. For clarity, Customer may dispose of failed Supported Products, retained by Customer, pursuant to Customer's standard processes for disposal of such hardware.

Supported Releases. For Customer-Managed Dell APEX Services, Customer must maintain software and Supported Product(s) at Dell-specified minimum release levels or configurations as specified on

www.support.dell.com for Supported Products. Customer must also ensure installation of remedial replacement parts, patches, software updates or subsequent releases as directed by Dell in order to keep this Service.

Third Party Warranties. These Services may require Dell to access hardware or software that is not manufactured by Dell. Some manufacturers' warranties may become void if Dell or anyone else other than the manufacturer works on the hardware or software. It is Customer's responsibility to 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 DELL SERVICES MAY HAVE ON THOSE WARRANTIES.**

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

NOTE: If Customer fails to comply with the responsibilities and terms outlined in this Service Description, then Dell is not obligated to provide the Service.

Dell Services Terms & Conditions

This Service is provided subject to either your existing agreement with Dell that explicitly authorizes this Service, Dell's Commercial Terms of Sale or the terms referenced in the table below (as applicable, the "Agreement"). Please see the table below which lists the URL applicable to the location where the applicable 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 Services Directly | Customers Purchasing Services 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) |
| Latin America & Caribbean Countries | 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 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. |
| 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 |

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| | | 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 | <p>Local Dell.com country-specific website or Dell.com/service-descriptions.*</p> <p>In addition, customers located in France, Germany and the UK can select the applicable URL below:</p> <p>France: Dell.fr/ConditionsGeneralesdeVente</p> <p>Germany: Dell.de/Geschaeftsbedingungen</p> <p>UK: Dell.co.uk/terms</p> | 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. |

* 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.

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/service-descriptions.

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.

If there is a conflict between the terms of any of the documents, 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 an 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 website in connection with the purchase or within a Dell Technologies software or Internet interface, Customer agrees to be bound by this Service Description and the agreements incorporated by reference herein. If Customer is entering this Service Description on behalf of a company or other legal entity, Customer represent that such individual has the 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.

Dell may cancel this Service at any time during the Service term for any of the following reasons:

- Customer fails to pay the total price for this Service in accordance with the invoice terms;
- Customer refuses to cooperate with Dell;
- Customer fails to abide by all of the terms and conditions set forth in this Service Description.

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

applicable 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.

Rescheduling. As applicable, 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 seven (7) days or less prior to the scheduled date, there will be a rescheduling fee not to exceed 25% of the price for the Service. Any rescheduling of the Service will be confirmed by Customer at least eight (8) days prior to commencement of the Service.

Commercially Reasonable Limits to Scope of Service. Dell may refuse to provide the Service if, in its 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 the 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. The Service extends only to uses for which the Supported Product was designed. This Service will be delivered to the site(s) indicated on the Customer's invoice. This Service is not available at all locations. Service options, including service levels, 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, the sales representative can be contacted for these details. Dell's obligation to supply the Services to relocated Supported Products is subject to various factors, including without limitations, local Service availability, additional fees, and inspection and recertification of the relocated Supported Products at Dell's then-current time and materials consulting rates. For EMEA customers, unless stated otherwise in this Service Description, on-site service is available up to a distance of 150 kilometers from nearest Dell Logistics location (PUDO or Pick-Up/Drop-off location). Please contact the sales representative for more information about availability of on-site service in EMEA.

Parts Stocked. Dell currently stocks parts in various locations throughout the world. Selected parts may not be stocked in the location closest to a Customer's site. If a part that is needed to repair the system is not available from a Dell facility near the customer's location and must be transferred from another facility, it will be shipped using overnight delivery. 2-Hour and 4-Hour parts locations stock mission critical components of the system, as determined by Dell. A mission critical component is one, which upon failure, may prevent the system from performing its basic functions. Parts deemed non-critical include, but are not limited to: software, floppy drives, and media drives. In order to receive 2-Hour or 4-Hour parts, Customer must have purchased a corresponding service contract that supports mission critical parts delivery and the Supported Product must be located within the supported coverage area, as determined by Dell.

Term and Renewal. Customer will receive the Services for the term indicated on Customer's invoice. Prior to the expiration of the Service term, Customer may be entitled to extend the term in accordance with this Service Description. In addition, Dell may, at its option, propose to renew this Service by sending Customer an invoice to renew the Services. Customer may, at its option (where permitted by law), agree to such renewal of the Services by paying such invoice by the due date. Payment of renewal invoices shall indicate Customer's agreement to extend the term of this Service. By renewing this Service, Customer agrees that the then current terms will apply to the renewal period. If Customer elects not to pay a renewal invoice, Services will be discontinued as of the expiration date set forth on the original or last paid Customer invoice.