Service Description

Dell Blueprint Accelerator Services - Application Blueprint

Introduction

Dell is pleased to provide the Dell Blueprint Accelerator Service - Application Blueprint (the “Service”) 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 Dell Technical Support or your sales representative.

The Scope of This Service

Dell will provide the Application Blueprint as specifically described herein, which includes the following:


The Dell Blueprint Edition consists of the Dell Analyzer and Dell Repository Software as an integrated code analysis and repository environment that enables the Customer to extract, link and visualize assets in the Customer’s application environment (e.g. use cases, screens, programs, reports, call traces, data objects or entities).

The Dell Software licensed to Customer in connection with this Service will be made available subject exclusively to the applicable license terms set forth in the section of this document labeled Additional Terms and Conditions Applicable item 2(J).

In-scope

Dell will be responsible for project execution and management of Dell resources in accordance with the terms of this Service. Dell will assign a Project Manager who will be the focal point for all contract management aspects of the project. The Dell Project Manager will work together with the Customer Project Manager to manage overall project objectives and provide updates to the Customer as required weekly.
This Service covers the professional services and Dell Software Usage & License Fee necessary to enable the creation of the Service Deliverables, but excludes any reasonable and necessary Service-related expenses.

Expenses for travel and accommodation will be pre-approved and billed separately, at Dell’s cost for reimbursement. Expenses will be billed monthly, as incurred.

This Service will be used to document the Customer’s in-scope application environment using Dell’s Blueprint Edition software. The following Service – Application Metrics section defines specific in-scope limits for the Service.

### Service – Application Metrics

<table>
<thead>
<tr>
<th>Lines of Code</th>
<th>Applications</th>
<th>Languages</th>
<th>Data Technologies</th>
<th>Data Objects - Tables/Files</th>
<th>Screens</th>
<th>Batches</th>
<th>Reports</th>
</tr>
</thead>
<tbody>
<tr>
<td>Up to 1,000,000</td>
<td>1</td>
<td>1</td>
<td>1</td>
<td>Up to 200</td>
<td>Up to 200</td>
<td>Up to 100</td>
<td>Up to 150</td>
</tr>
</tbody>
</table>

The scope of the Service also includes the following:

- The Dell Repository will be hosted by Dell for the duration of the Term, and for up to 60 days after the last day of the Term. During this period, Customer’s access to the Dell Repository is limited to 30 unique accounts, not including Dell resources. The Repository contains Customer’s source code and data models. Customer may host the Dell Repository at its cost on an application server, and provide secure access for Dell analysts. Setup and maintenance support is available at an additional charge.

- All documentation and/or description of the boundary assets and data entities will be mechanically extracted from Customer-provided source files.

Any deviations from the above scope assumptions will be managed through the normal Change Management Process (as defined in section Additional Terms and Conditions Applicable to Your Service) and may affect the effort, schedule, the price of the Services, and the Software Usage and License Fee documented in this Service Description.

### Exclusions

The Dell Technical Blueprint, Portfolio Blueprint, and Roadmap Add-on Services are not deliverables in the scope of this Service, and are sold separately.

For the avoidance of doubt, the following activities are not included in the scope of this Service Description:

- 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.
- Any Dell training or certification services not specifically described in this document.

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 applicable.
Except as set forth herein, Dell is not responsible (including financial responsibility) for any Customer and/or third party personnel, hardware, software, equipment or other assets currently utilized in the Customer’s operating environment.

Upon request by Customer, Dell will provide a Statement of Work for such out of scope services pursuant to the Change Management Process (as defined in section Additional Terms and Conditions Applicable to Your Service.)

**Term**

The Service is expected to be performed over a period of approximately eight (8) to twelve (12) weeks based on the following.

The Service will be provided after mutual contract execution, with a start date and an end date that has been mutually agreed to between the Customer and Dell.

Upon request by the Customer, Dell may elect to provide a Statement of Work for any out-of-scope services. Either party may request a permitted change in the scope of the Service by completing a Change Order Form at the following:

[www.dell.com/servicecontracts/RFC](http://www.dell.com/servicecontracts/RFC)

The receiving party will review the proposed Change Order and will (a) approve it, (b) agree to conduct further review and investigation regarding the proposed change(s), or (c) reject it. Changes agreed upon by the parties pursuant to the Change Management Process will not be effective until each party executes a written Change Order.

**Service SKUs**

See Appendix A.

For more information about any of Dell’s service offerings, please contact your Dell representative or visit [www.dell.com/services](http://www.dell.com/services).
### Detailed Description of Service

As part of the preliminary project assessment process, a detailed project plan will be created and approved that breaks down the activities across the approximate eight (8) to twelve (12) weeks timeline.

This Service consists of the following key activities:

<table>
<thead>
<tr>
<th>Activities</th>
<th>Description</th>
</tr>
</thead>
<tbody>
<tr>
<td>Planning &amp; Setup</td>
<td>Dell will provision the Dell Repository and schedule initial calls with business and technical stakeholders to review approach and confirm availabilities and schedule</td>
</tr>
</tbody>
</table>
| Acquisition & Discovery | Customer will provide Dell with the following assets, at least two weeks prior to the onsite visit mentioned below, if available (refer to Customer Responsibilities #3 - Timely Response to Dell Team Requests):  
  - Complete source code (as text files) for the application(s) within the scope of this Assessment;  
  - Physical data models and/or data dictionaries for the application(s) within the scope of this Assessment;  
  - Functional categorization of the in-scope application source code and physical data models;  
  - System context diagram showing the major data flows and integration points between the application and external systems;  
  - Lists of reports, batch jobs and interfaces with other systems;  
  - Summary of the Customer’s incumbent technologies that are part of the in-scope application environment; and  
  - Other relevant system documentation, as available.  

The Dell Analyzer will be configured, as required. Source code for the in-scope application will be loaded by Dell into the Dell Repository via the Dell Analyzer and parsers will be run. Any issues that are identified during this stage will be immediately followed-up by Dell. Delays in resolving these issues may result in project delay (for which Dell will have no liability). |
| Onsite Visit       | This activity, conducted at a Customer designated location over a 2-4 day period, consists of a kickoff meeting and two (2) discovery tracks outlined below:  
  - **Functional Walkthroughs:** Dell Business Analyst(s) will meet with Customer subject matter experts (SME’s) and/or end-users or end-user supervisors whose core responsibilities include using the in-scope application(s) on an on-going basis. Dell will record observations of the SMEs’ demonstrations of representative usage scenarios across multiple screens (e.g. use case), functional areas or subsystems (e.g. business process). Dell will review and discuss all screens, reports and other interfaces to ensure accurate derivation of application sizing metrics. |
### Activities

<table>
<thead>
<tr>
<th>Activities</th>
<th>Description</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td><strong>Technical Interviews and Source Code Tours</strong>: Dell System Analyst shall interview Customer’s technical SMEs. A designated Customer SME will present an overview of the entire technical environment. Dell may confer with Customer’s technical SMEs to obtain naming conventions, understand coding conventions and patterns and classify source code and data elements, understand maintenance backlog items and review related challenges. During the visit the Dell team may make further requests for code, data and documentation. These action items will be assigned due dates. Failure to satisfy these action items may result in project delay (for which Dell will have no liability).</td>
</tr>
</tbody>
</table>

### Analysis & Refinement

During this phase of the project, Dell will provide the following analysis and documentation of application assets to support the empirical analysis:

- **Boundary Analysis**: Dell Analysts shall compile preliminary empirical findings, such as categories and counts of tables, programs and screens, for review and approval by the Customer. The associated deliverable to this phase of the project is the Preliminary Findings Report (“PFR”).

- **Analysis & Documentation**: Dell will create and populate the Dell Repository. Dell will create and link functional assets, such as business processes and use cases, to mechanical assets, such as screen programs. Dell will also parse the source code to identify program-to-program relationships and program-to-entity relationships. The results are validated and iteratively refined in collaboration with Customer (please refer to Customer Responsibilities #4 - Review/Approval of Deliverables). The associated deliverable to this phase of the project is a licensed copy of the Dell Repository containing the Customer’s in-scope Application assets, which is provided to Customer for hosting and training provided for its use and maintenance.

### Presentation

The Preliminary Findings Report is delivered to Customer. A licensed version of the Dell Repository containing the Customer’s in-scope Application assets is also transferred to Customer for hosting, and training is provided for its use and maintenance.

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**Project Staffing, Roles & Responsibilities**

**Dell Project Roles**

Dell, will, at its sole discretion, determine the number of personnel and the appropriate skill sets necessary to complete the Service.
Dell has identified the following initial resource levels for this Service. Key responsibilities for the resources are identified below.

<table>
<thead>
<tr>
<th>Dell Project Role</th>
<th>Responsibilities</th>
<th>Expected Effort</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Project Manager</strong></td>
<td>• Central point of contact for Project Team</td>
<td>Part-time</td>
</tr>
<tr>
<td></td>
<td>• Plans, manages and controls the project</td>
<td></td>
</tr>
<tr>
<td></td>
<td>• Manages project risk &amp; quality</td>
<td></td>
</tr>
<tr>
<td></td>
<td>• Schedules &amp; facilitates meetings</td>
<td></td>
</tr>
<tr>
<td></td>
<td>• Prepares &amp; distributes routine and ad-hoc project communications</td>
<td></td>
</tr>
<tr>
<td></td>
<td>• Coordinates deliverable reviews &amp; sign-offs</td>
<td></td>
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<tr>
<td></td>
<td>• Manages project scope and Change Request process</td>
<td></td>
</tr>
<tr>
<td><strong>Business Analysts</strong></td>
<td>• Conducts Customer interviews with Systems Analyst</td>
<td>Full-time</td>
</tr>
<tr>
<td></td>
<td>• Facilitates application walkthrough</td>
<td></td>
</tr>
<tr>
<td></td>
<td>• Documents Present Case Business Processes and Use Cases</td>
<td></td>
</tr>
<tr>
<td></td>
<td>• Responds to business requests and questions</td>
<td></td>
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<tr>
<td></td>
<td>• Supports Lead Consultant in writing and editing the Strategic Modernization Roadmap when Customer has also purchased the Roadmap Add-On service</td>
<td></td>
</tr>
<tr>
<td><strong>System Analysts</strong></td>
<td>• Conducts interviews with Customer’s Technical Subject Matter Experts</td>
<td>Full-time</td>
</tr>
<tr>
<td></td>
<td>• Assemble source code and other assets</td>
<td></td>
</tr>
<tr>
<td></td>
<td>• Documents Present Case Mechanical Assets</td>
<td></td>
</tr>
<tr>
<td></td>
<td>• Responds to technical requests and questions</td>
<td></td>
</tr>
<tr>
<td></td>
<td>• Supports Lead Consultant in writing and editing the Strategic Modernization Roadmap when Customer has also purchased the Roadmap Add-on Service</td>
<td></td>
</tr>
<tr>
<td><strong>Data Analyst</strong></td>
<td>• Conducts interviews with Customer’s Database Administrator</td>
<td>Part-time</td>
</tr>
<tr>
<td></td>
<td>• Documents Present Case Data Assets</td>
<td></td>
</tr>
<tr>
<td></td>
<td>• Responds to technical requests and questions</td>
<td></td>
</tr>
<tr>
<td></td>
<td>• Supports Lead Consultant in writing and editing the Strategic Modernization Roadmap when Customer has also purchased the Roadmap Add-on Service</td>
<td></td>
</tr>
<tr>
<td><strong>Project Infrastructure</strong></td>
<td>• Management of the Project Infrastructure, including the Project Portal &amp; Dell Repository</td>
<td>Part-Time</td>
</tr>
<tr>
<td></td>
<td>• Provisions user accounts</td>
<td></td>
</tr>
</tbody>
</table>
Customer Roles & Responsibilities

In order for the Service to be performed in an efficient, timely manner, it is necessary that the appropriate customer personnel and materials be made available on an expedited basis. The following will apply in addition to any obligations set out in the “Customer Responsibilities” section above.

Customer should plan to supply the following resources for the delivery of this project:

<table>
<thead>
<tr>
<th>Customer Roles</th>
<th>Responsibilities</th>
<th>Expected Effort (days)</th>
</tr>
</thead>
</table>
| **Project Manager or Coordinator** | • Central point of contact for customer resources  
• Scheduling meetings  
• Coordinating Deliverable reviews with Dell | 10 |
| **Technical Subject Matter Expert(s)** knowledgeable in the system’s architecture and external interfaces | • Assembling source code and other assets  
• Interview with systems analyst  
• System “tour”  
• Follow up requests and questions  
• Validate reports, system interfaces and batches | 6-8 (including 2 full days during initial onsite) |
| **Business Analyst or IT Stakeholder** knowledgeable in the application’s business context and able to provide application walkthrough. | • Interview with business analyst and project manager or lead consultant  
• Follow up requests and questions  
• Walkthrough recording sessions  
• Validate identified use cases | 4-6 (including 2 full days during initial onsite) |
| **Database Analysts** knowledgeable in the databases and data files supporting the application | • Preparing legacy data model  
• Interview with Dell systems analyst  
• Follow up Dell’s requests and questions  
• Validate the domain model | 4-6 (including 2 full days during initial onsite) |

Offer Specific Customer Responsibilities

Customer agrees to cooperate with Dell in its delivery of this Service, including, but not limited to the following Customer responsibilities:

1. During the term of this Service, Customer is responsible for cooperating with Dell in its delivery of the Service and promptly notifying Dell in writing a) of any changes Customer makes to its information technology environment that may impact Dell’s delivery of the Service and b) if Customer becomes aware that any of the Assumptions set forth herein are incorrect.

2. Customer acknowledges that Dell will have no liability for loss or recovery of data, programs or loss of use of system(s) arising out of or in connection with the Service provided under this document.
3. Customer will be responsible for promptly coordinating and scheduling personnel to participate in meetings, working sessions, applications development or other interactions with the Dell Team as part of this project. Consistent and/or unusual delays in coordination or scheduling will be managed in conformance with the Change Management procedures identified in this document. Customer specifically acknowledges its responsibility to ensure that:
   - Dell has timely access to Customer’s SMEs;
   - Dell has timely access to all Customer team members and with necessary project documentation and source code as described in this document; and
   - Dell has access to all the artifacts requested during the Onsite Visits within 1 week following the scheduled date of each Visit.

4. Customer will expedite the review and approval of Deliverables such that the response cycle will be limited to three business days after Dell makes the Deliverable available to Customer. Failure to meet this response cycle will result in additional effort and prolonged duration due to additional resource commitments. Customer will be deemed to have accepted a Deliverable, if it does not, within three business days, give Dell written notice specifying the basis for Customer’s reasonable, good faith belief that the Deliverable does not conform to the applicable specification in this document.

5. Customer retains the responsibility for management of all project-related activities of its staff and any separate subcontractors employed by it.

6. In all instances in which Dell requires access to Customer’s legacy systems, servers, databases or applications, Customer will provide timely access to appropriate technical resources to facilitate such access (i.e. System Administrator, DBA, network specialist, application specialist, business analyst, etc.).

7. Customer agrees to provide Dell with adequate office facilities, equipment and internet access (wired or wireless) necessary to complete any on-site activities specific to the Service for up to three (3) members of the Dell project team. Similar facilities for additional team members will be made available if requested.

8. All source code will be delivered as text files.

9. All database schemas will be provided as copybooks or DDL in text files.

10. All program-to-program or program-to-entity calls will be made using static, standard documented statements within the syntax of the language platform (and not using messages, queues or other custom techniques).

11. Customer will assign a Project Manager to coordinate with the Dell Project Manager in relation to the performance of the Service. The Customer Project Manager will serve as Customer’s primary liaison with the Dell Project Manager and other Dell personnel assigned to the Service. Customer’s Project Manager must have the knowledge and authority to schedule appropriate Customer personnel and provide application and supporting technical documentation, and other resources necessary for Dell to perform its obligations under this document.

12. Customer is responsible for requiring its personnel to respond promptly to Dell’s requests for information and documentation necessary for Dell to perform the Service.

13. Customer involvement will be intensive during the site visit and during any additional visits to Customer’s sites. Otherwise, except for the Customer Project Manager, Customer’s communications with Dell in relation to the Service will generally be limited to occasional phone calls and/or emails for the analysis and documentation phases.
Service Hours

Dell will provide this Service during the scheduled hours stated below (the “Service Hours”).

This Service will be provided daily, during normal business hours on Monday through Friday, based on the location of the consulting resources. Total hours worked will be forty hours per week, excluding local holidays, unless other arrangements have been made in writing between Dell and Customer.

Assumptions

Dell has made the following specific assumptions while outlining the Service detailed in this Service Description.

1. The price for the Service is based on the specifics of this Service Description as detailed in this document including the limits set forth in the In-Scope section, and the Customer’s environment as understood by Dell at the time of entering into this Service. Any scope changes will be subject to additional cost agreed to in a services addendum.

2. Dell’s pricing does not contemplate assuming the responsibility for any Customer or third party personnel, hardware, software, equipment, or other assets used in the Customer’s operating environment.

Dell has made the following specific assumptions while specifying the Service detailed in this document, and Customer acknowledges that both the pricing set out on the Dell Blueprint Accelerator Service – Application Blueprint – Order Form or associated SOW, and the details of Dell’s obligations in this document are expressly and specifically based on these assumptions:

- This Service incorporates assumptions that are based on unverified information and legacy metrics provided to Dell by Customer. Changes to any of these assumptions or the project scope described in the “Scope of Services” section of this document may result in changes to the price and/or schedule of the Service and will be administered through the Change Management Process (as defined in section Additional Terms and Conditions Applicable to Your Service.)
- The Service will be provided after mutual contract execution, with a start date and an end date that has been mutually agreed to between the Customer and Dell.
- Dell will prioritize our analysis effort in order to manage to the price indicated on the Dell Blueprint Accelerator Service – Application Blueprint – Order Form or associated SOW.
- Except for onsite visits as noted in the scope description, Dell plans to perform all analysis tasks, including source code and data model analysis, for this project at Dell facilities.

Schedule

The following schedule represents an initial high-level schedule for the proposed Service. This will be collaboratively reviewed and refined with Customer during the initial week of the project. If scheduling of specific dates is required, the dates will be as agreed in writing by Customer’s and Dell’s Project Managers assigned to the Service.

Week 1: Repository setup, collect source code, discovery, review, plan onsite, and initial technical interview (remote)
Week 2-3: Source code parsing

Week 4-5: Onsite project kickoff, parallel interviews with technical subject matter experts (SMEs), and functional walkthroughs with business SMEs

Week 6: Link business assets to technical assets, validate parsing, and compile detailed metrics

Week 7: Deliver Preliminary Findings Report

Week 7-8: Customer Repository validation

Week 8-12: Deliver Customer Repository and Dell Repository training

Written Materials / Deliverables

The following is a list of tangible material prepared by Dell:

**Preliminary Findings Report**

The objective of the Preliminary Findings Report is to confirm the accuracy of key observations from: Acquisition & Discovery; Onsite Visit; and Boundary Analysis; prior to completing the Analysis & Refinement activities. This document will also compare the current scope assumptions (unverified asset counts) provided by the Customer (as described in the Acquisition & Discovery section within the Detailed Description of Service section of this document), with the initial findings from the Analysis & Refinement phase of the project and to ensure that the scope has not significantly changed such that the cost, schedule or quality of the project is impacted. This report will be delivered as a document containing the following key sections, for Customer’s review and confirmation (Reference Customer Responsibilities: 4) Review/Approval of Deliverables):

- Mechanical Findings (e.g. source code counts by system and subsystem); and
- Semantic Findings (e.g. use case and screen counts by system and subsystem).

**Dell Repository**

The Dell Repository will be delivered as a Java Enterprise web application and MySQL database. The application and database are targeted for installation on a Java application server, (e.g. the open-source Apache Tomcat), and the open-source MySQL database server. Limited installation assistance is included with the delivery. Post-project hosting services are also available separately, and for more information about any of our service offerings, please contact your Dell representative or visit dell.com/application-modernization or dell.com/services.
The Repository will be populated with the following present-case analysis (PCA) artifacts:

- Brief Use cases which identify online functions associated with the screen(s) that Client users invoke to execute use cases;
- Functional groupings of these use cases based on their logical flow;
- Batches which identify offline functions associated with the programs the batches invoke;
- Reports, identifying user-consumable reports and file exports associated with the programs that produce the reports;
- System interfaces, identifying interfaces to external, out-of-scope systems and associating system interfaces with the programs that implement the system interfaces;
- Application source code, parsed to reveal key flow-control structures and data, including table and/or file access points, and dependencies;
- Logical domain model, representing all data entities in the application data environment, associated with the programs that access or write to each entity; and
- Note: Logical domain model diagrams may be included for database technologies where it is possible to mechanically derive categorizations and/or relationships between those entities (e.g. SQL-based DB with DDL).

Optional
The following types of analyses are not included in this Service but can be included at additional cost:

- Business Capability documentation: The Repository can be used to create the Customer’s capability model and map components of the model to other assets in the Repository as appropriate. This establishes an inventory of the business capabilities i.e. what the business does.
- Business Process documentation. The Repository can be used to document use cases, batches and manual tasks in logical workflow diagrams. This provides an inventory of the business flows i.e. how the business does what it does.

Training
In addition to the above described Deliverables, Dell will also provide:

**Dell Repository Knowledge Transfer and Training**

Dell will provide knowledge transfer and Dell Repository training to Customer:

- Navigate the legacy system assets from semantic and mechanical perspectives;
- Extract functional and mechanical metrics; and
- Perform impact analysis when evaluating proposed changes to the application.

Expenses

Expenses will include Implementation-related expenses such as actual, reasonable and necessary travel and living expenses. Expenses for travel and accommodation are pre-approved and billed separately, at Dell’s cost for reimbursement. Expenses will be invoiced monthly, as incurred.
General Information & Service Expiration

Except to the extent that applicable law requires otherwise, the Customer may use this Service one time during the one-year period following the date of original purchase (the “Expiration Date”). The original purchase date is defined as the earlier of either 1) the date of the invoice for the Service, or 2) the date of the order confirmation from Dell. Dell’s delivery of the Service will be deemed satisfied after the Expiration Date even if you do not use the Service.

Dell shall not be responsible for any delay or failure to provide Service to the extent caused by: (1) failures by Customer to perform its responsibilities under this Service; (2) materially inaccurate assumptions; (3) a defect, deficiency or failure with respect to Customer’s network, systems, software, data or other equipment; or (4) modifications to Customer’s network, systems, or other equipment made by a party other than Dell or its representatives. In the event that either party becomes aware of the occurrence of one or more of the foregoing events, they shall notify the other party accordingly. Notwithstanding such occurrence, Dell may, following discussion with Customer regarding the impact of such incident, continue to provide the Service and shall use commercially reasonable efforts to perform the Service under this Service Description. Customer shall reimburse Dell for its reasonable additional costs of providing the Service and out of pocket expenses for such efforts and only to the extent attributable to the items defined above.

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.

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, Customer will provide (at no cost to Dell) free, safe and sufficient access to Customer’s facilities and environment, including ample working space, electricity, 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 the data stored on all affected systems as a precaution against possible failures, alterations, or loss of data.

**DELL WILL HAVE NO LIABILITY 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 OR A THIRD-PARTY SERVICE PROVIDER.

Dell will not be responsible for the restoration or reinstallation of any programs or data.

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. 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.
**Terms & Conditions**

This Service Description is entered between you, the customer ("you" or "Customer"), and the Dell entity identified on your invoice for the purchase of this Service. This Service is provided subject to and governed by Customer’s separate signed master services agreement with Dell that explicitly authorizes the sale of this Service. In the absence of such agreement, depending on Customer’s location, this Service is provided subject to and governed by either Dell’s Commercial Terms of Sale (as applicable, the “Agreement”). 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.

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 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 www.dell.com/servicedescriptions/global.

By placing your order for the Services, receiving delivery of the Services or utilizing the Services, 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.

<table>
<thead>
<tr>
<th>Customer Location</th>
<th>Terms &amp; Conditions Applicable to Your Purchase of Dell Services</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>Customers Purchasing Dell Services Directly From Dell</td>
</tr>
<tr>
<td></td>
<td>Customers Purchasing Dell Services Through an Authorized Dell Reseller</td>
</tr>
<tr>
<td>United States</td>
<td><a href="http://www.dell.com/CTS">www.dell.com/CTS</a></td>
</tr>
<tr>
<td>Canada</td>
<td><a href="http://www.dell.ca/terms">www.dell.ca/terms</a> (English)</td>
</tr>
<tr>
<td></td>
<td><a href="http://www.dell.ca/conditions">www.dell.ca/conditions</a> (French-Canadian)</td>
</tr>
<tr>
<td>Latin America &amp; Caribbean Countries</td>
<td>Local <a href="http://www.dell.com">www.dell.com</a> country-specific website or <a href="http://www.dell.com/servicedescriptions/global">www.dell.com/servicedescriptions/global</a> *</td>
</tr>
<tr>
<td>Asia-Pacific-Japan</td>
<td>Local <a href="http://www.dell.com">www.dell.com</a> country-specific website or <a href="http://www.dell.com/servicedescriptions/global">www.dell.com/servicedescriptions/global</a> *</td>
</tr>
<tr>
<td></td>
<td>Service Descriptions and other Dell service documents which you may receive from your seller shall not constitute an agreement between you and Dell 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 service document shall in this context be understood as a reference to you whereas any reference to Dell shall only be understood as a reference to Dell as a service provider providing the Service on behalf of your seller. You will not have a direct contractual relationship with Dell with regards to the Service described herein. For the avoidance of doubt any payment terms or other</td>
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</table>
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.

<table>
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<tr>
<th>Europe, Middle East, &amp; Africa</th>
<th>Local</th>
<th>Service Descriptions and other Dell service documents which you may receive from your seller shall not constitute an agreement between you and Dell 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 service document shall in this context be understood as a reference to you whereas any reference to Dell shall only be understood as a reference to Dell as a service provider providing the Service on behalf of your seller. You will not have a direct contractual relationship with Dell 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.</th>
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<tbody>
<tr>
<td></td>
<td><a href="http://www.dell.com">www.dell.com</a> country-specific website or <a href="http://www.dell.com/servicedescriptions/global">www.dell.com/servicedescriptions/global</a> *</td>
<td></td>
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<tr>
<td></td>
<td>In addition, customers located in France, Germany and the UK can select the applicable URL below:</td>
<td></td>
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<tr>
<td></td>
<td>France: <a href="http://www.dell.fr/ConditionsGeneralesdeVente">www.dell.fr/ConditionsGeneralesdeVente</a></td>
<td></td>
</tr>
<tr>
<td></td>
<td>Germany: <a href="http://www.dell.de/Geschaeftsbedingungen">www.dell.de/Geschaeftsbedingungen</a></td>
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<tr>
<td></td>
<td>UK: <a href="http://www.dell.co.uk/terms">www.dell.co.uk/terms</a></td>
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</tbody>
</table>

* Customers may access their local www.dell.com website by simply accessing www.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 http://www.dell.com/content/public/choosecountry.aspx?c=us&l=en&s=gen.
Additional Terms & Conditions Applicable to Consulting & Managed Services

1. Term of Service. This Service Description commences on the date listed on your 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. Unless otherwise agreed in writing between Dell and Customer, purchases of Services under this Service Description must be solely for Customer's own internal use and not for resale or service bureau purposes.

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. Payment for Hardware Purchased With Services. Unless otherwise agreed to in writing, payment for hardware shall in no case be contingent upon performance or delivery of consulting or managed services purchased with such hardware.

C. Commercially Reasonable Limits to Scope of Service. Dell may refuse to provide 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 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.

D. Optional Services. Optional services (including point-of-need support, installation, consulting, managed, 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. In the absence of such agreement, optional services are provided pursuant to this Service Description.

E. Assignment. Dell may assign this Service and/or Service Description to qualified third party service providers.

F. Cancellation. Dell may cancel this 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 all of the terms and conditions set forth in this Service Description.

G. 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.

H. Geographic Limitations and Relocation. 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, so please contact your sales representative for these details.

I. Change Management Process. (“Change Management Process”) is the process that governs changes to the scope of the Service during the Term of the Service, as described below. The Change Management Process may be used to modify the Service described in this document. Changes permitted to be made pursuant to this Change Management Process will be limited to changes to the section of this document titled The Scope of this Service. Either party may request a permitted change in the Scope of the Service by completing a Change Order Form at: www.dell.com/servicecontracts/RFC.

The receiving party will review the proposed Change Order and will (i) approve it, (ii) agree to further investigation, or (iii) reject it. Changes agreed pursuant to the Change Management Process will not be effective until mutually executed by both parties.

Any desired modifications to this Service which are not permitted above in this document section 2.1 The Change Management Process, will require that a written amendment to this Service or a new Service be mutually executed by the parties.

J. Dell Analyzer Edition and Dell Repository Software License & Usage Fee

- Dell will utilize proprietary software to enable the provision of key Technical Analysis Deliverables. The Software Usage & License Fee for the Term of this engagement is included in the price of this Service, which is based on the limits of the Service – Metrics documented in the Scope section of this document. Any deviations in the Scope assumptions and Technical Analysis findings will be managed with the Change Management Process and may result in additional charges.

- To the extent that this Service permits Customer to use the Dell software referenced in the preceding sentence, such use is limited to purposes expressly provided for in this Service and subject to the terms of Dell’s Type A End-User License Agreement, which is available on request from Dell and at: http://www.dell.com/content/topics/global.aspx/policy/en/policy?c=us&l=en&s=gen&~section=015#eula_us (the “Dell License Terms”). Customer hereby agrees that by using the referenced Dell software, each Customer-designated end-user agrees to be bound by the Dell License Terms.
## Appendix A
Dell Blueprint Accelerator Service SKUs

<table>
<thead>
<tr>
<th>SKU</th>
<th>Description</th>
<th>Partner</th>
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<tbody>
<tr>
<td>972-0858</td>
<td>App Mod Technical Blueprint</td>
<td>Apps/BPO</td>
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<tr>
<td>972-0859</td>
<td>App Mod Application Blueprint</td>
<td>Apps/BPO</td>
</tr>
<tr>
<td>972-0860</td>
<td>App Mod Portfolio Blueprint</td>
<td>Apps/BPO</td>
</tr>
<tr>
<td>972-0861</td>
<td>App Mod Roadmap Add-On</td>
<td>Apps/BPO</td>
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