Microsoft Cloud Platform System

Introduction

Dell is pleased to provide Microsoft Cloud Platform System (CPS) (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 Dell Technical Support or your sales representative.

Scope of Service

The high level building blocks used to build the Microsoft Cloud Platform System (CPS) are as follows:

1 Rack CPS Stamp:
- (8) Poweredge C6000/C6220-II Compute Nodes
- (4) Poweredge R620 Storage Nodes
- (4) Powervault MD3060e Storage
- (6) Force10 S4810P Aggr/Network Switches
- (1) Force10 S55 Management Switch
- (1) Rack, PDUs, and Accessories
- (1) Avocent Switch (1 per Stamp) and Raritan adapters (2 per stamp)
- (1) F5 Load Balancer
- (10) Short Range Dell Transceivers
- (12) Short Range F5 Transceivers

2 Rack CPS Stamp:
- (16) Poweredge C6000/C6220-II Compute Nodes
- (8) Poweredge R620 Storage Nodes
- (8) Powervault MD3060e Storage
- (10) Force10 S4810P Aggr/Network Switches
- (2) Force10 S55 Management Switch
- (2) Rack, PDUs, and Accessories
- (1) Avocent Switch (1 per Stamp) and Raritan adapters (2 per stamp)
- (1) F5 Load Balancer
- (16) Short Range Dell Transceivers
- (12) Short Range F5 Transceivers

3 Rack CPS Stamp:
- (24) Poweredge C6000/C6220-II Compute Nodes
- (12) Poweredge R620 Storage Nodes
- (12) Powervault MD3060e Storage
- (15) Force10 S4810P Aggr/Network Switches
- (3) Force10 S55 Management Switch
- (3) Rack, PDUs, and Accessories
- (1) Avocent Switch (1 per Stamp) and Raritan adapters (2 per stamp)
4 Rack CPS Stamp:
• (32) Poweredge C6000/C6220-II Compute Nodes
• (16) Poweredge R620 Storage Nodes
• (16) PowerVault MD3060e Storage
• (20) Force10 S4810P Aggr/Network Switches
• (4) Force10 S55 Management Switch
• (4) Rack, PDUs, and Accessories
• (1) Avocent Switch (1 per Stamp) and Raritan adapters (2 per stamp)
• (1) F5 Load Balancer
• (32) Short Range Dell Transceivers
• (12) Short Range F5 Transceivers

All solution components will be shipped to our integration and configuration facility by Dell on an order by order basis.

Dell will assemble and configure all components related to the above referenced configuration and then ship the finished product to the Customer.

Pre-Delivery Configuration
1. Stack all servers and peripherals into 42U rack(s).
2. Label each cable based on Microsoft provided labeling instructions.
3. Integrate servers, switches, cables and Power Distribution Units (PDUs) into each rack.
4. Perform blue light power on test for verification and connectivity on all servers.
5. Set firmware/configure servers per customer Microsoft Integration Guide.
6. Perform hardware and network validation with Microsoft validation tool to troubleshoot and remediate hardware issues.
7. Complete a quality assurance check on rack(s) to ensure quality.
8. Interconnect rack(s), USB’s and connect Microsoft Infrastructure rack for software configuration.
9. Provide IP address for Microsoft to configure the customer provided hardware.
10. Setup VPN network in accordance to customer requirements starting with a shared 20MB with upgrade options.
11. Connect racks to provided infrastructure for twenty one (21) days of configuration (additional time will be address with project change notice).
12. Dell to provide labor resources to make modifications to cabling or hardware failures throughout the configuration process Monday-Friday, 11am-7pm CST.
13. Disconnect fully configured racks and prep racks and cabling for logistics upon notice from Microsoft.
14. Prep all racks for shipment to the customer site via preferred logistics provider.

Rack Delivery
Every rack will be shipped according to the following process:

Post build, the integrated rack will be loaded onto a shock pallet, crate the solution and ship to the end user customer using White Glove logistics.
White Glove implies the following:

- Air ride carrier
- Unloading to Customer location (necessary tools provided by logistics provider – lift gate, pallet jack, etc.)
- Unpack rack at Customer site, discard refuse, discard or return crate to shipper
- Move rack to its final position in Customer’s data center (necessary tools provided by logistics provider – pallet jack, floor stiffeners, etc.)

Service Specific Assumptions

Customer locations outside of the contiguous 48 States or orders that require expedited shipping methods will incur additional costs for the Customer.

Exclusions

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 Service Description.
- Any onsite installation and configuration tasks or activities.

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.

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. Customer will not, without Dell’s prior written consent, for a period of two years from the date listed on your Order Form, directly or indirectly solicit for employment any Dell employee with whom you have 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 you are permitted to solicit for employment any employee that has been terminated or has resigned his or her employment with Dell prior to the commencement of employment discussions with you.

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, 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 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.

Service Hours. Subject to local law relating to weekly work hours, this Service will be performed Monday through Friday during normal Dell business hours, which unless otherwise listed below is from 8:00 AM to 6:00 PM Customer local time:

<table>
<thead>
<tr>
<th>Country</th>
<th>Normal Dell Business Hours</th>
</tr>
</thead>
<tbody>
<tr>
<td>St. Kitts, St. Lucia, St. Vincent, Trinidad, Virgin Islands, Rest of English speaking Caribbean</td>
<td>7:00 AM to 4:00 PM</td>
</tr>
<tr>
<td>Barbados, Bahamas, Belize, Costa Rica, El Salvador, Grand Cayman, Guatemala, Honduras, Jamaica, Panama, Puerto Rico, Rep. Dominicana, Suriname, Turks and Caicos</td>
<td>8:00 AM to 5:00 PM</td>
</tr>
<tr>
<td>Australia, Bermuda, China, Haiti, Hong Kong, Japan, Korea, Malaysia, Netherland Antilles, New Zealand, Singapore, Taiwan, Thailand</td>
<td>9:00 AM to 5:00 PM</td>
</tr>
<tr>
<td>Argentina, India, Paraguay, Uruguay</td>
<td>9:00 AM to 6:00 PM</td>
</tr>
<tr>
<td>Bolivia, Chile</td>
<td>9:00 AM to 7:00 PM</td>
</tr>
</tbody>
</table>

No Service activities will take place during local holidays unless other arrangements have been made in advance in writing.
Dell Services 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 or Dell’s standard Customer Master Services Agreement (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.

<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>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>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>Europe, Middle East, &amp; Africa</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>In addition, customers located in France, Germany and the UK can select the applicable URL below:</td>
</tr>
<tr>
<td></td>
<td>France: <a href="http://www.dell.fr/ConditionsGeneralesdeVente">www.dell.fr/ConditionsGeneralesdeVente</a></td>
</tr>
<tr>
<td></td>
<td>Germany: <a href="http://www.dell.de/Geschaeftsbedingungen">www.dell.de/Geschaeftsbedingungen</a></td>
</tr>
<tr>
<td></td>
<td>UK: <a href="http://www.dell.co.uk/terms">www.dell.co.uk/terms</a></td>
</tr>
</tbody>
</table>

* Customers may access their local [www.dell.com](http://www.dell.com) website by simply accessing [www.dell.com](http://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](http://www.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 www.dell.com/servicedescriptions/global.

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.

By placing your order for the Services, receiving delivery of the Services, utilizing the Services or associated software or by clicking/checking the “I Agree” button or box or similar on the Dell.com website in connection with your purchase or within a Dell 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.

Supplemental 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.
A. 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.
B. Assignment. Dell may assign this Service and/or Service Description to qualified third party service providers.
C. 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.

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.

D. 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.