



SERVICE SCHEDULE B TO CTS

General Professional Services Terms

This Schedule states terms that apply specifically to Professional Services (excluding Pivotal Professional Services). Pivotal Professional Services terms are stated in Service Schedule C. The General Terms are incorporated by reference into this Schedule. If there is a conflict between this Schedule and the General Terms, this Schedule controls.

1. **DEFINITIONS.** All definitions set forth in the General Terms apply to Professional Services, in addition to the definitions stated below.

A. **“Deliverables”** means any reports, analyses, scripts, code, or other work results that Supplier delivers to Customer within the framework of fulfilling obligations under a Service Agreement document.

B. **“Proprietary Rights”** mean all patents, copyrights, trademarks, trade secrets, or other intellectual property rights of a party.

2. PROFESSIONAL SERVICES

A. **Scope.** Each project for Professional Services will be governed by a separate Service Agreement document. Each Service Agreement document will state the pertinent business parameters, including, but not limited to, a detailed description of the Professional Services to be provided. In case of conflict between the Service Agreement and the terms of the CTS, the Service Agreement will normally take precedence. However, to the extent that the Service Agreements contain terms that conflict with terms in the CTS pertaining to any one or more of the following topics: proprietary rights, indemnification, warranty (including remedies and disclaimers), and limitation of liability, the conflicting terms in the Service Agreement will supersede those in the CTS only if the Service Agreement clearly indicates that the parties are intentionally overriding the terms in the CTS solely for purposes of that Service Agreement document. Professional Services are provided as a separate and independent service to Customer even if Supplier offers them together with the sale or licensing of Products in the same Supplier quote or Customer purchase order.

B. **No Legal or Regulatory Advice.** The Professional Services and resulting Deliverables may include advice and recommendations, but Customer agrees that all decisions whether to implement, in whole or in part, any Deliverables, advice, or recommendations are solely Customer's responsibility. Supplier is not providing legal or regulatory advice in any Professional Services.

C. **Placement of Supplier Personnel.** Supplier will be solely responsible for personnel placement as well as for all other human resources issues (e.g., vacation). Supplier will only utilize employees or contractors that are sufficiently qualified. If specific Supplier personnel cease to perform due to illness, resignation, or any other reason, Supplier will, without undue delay, use reasonable efforts to provide a qualified replacement as soon as reasonably possible. Supplier's contact person responsible for liaising with Customer will be Customer's exclusive point of contact for the project. Customer and Supplier do not intend to form, and do not form, an employee/employer relationship under any Service Agreement document.

D. **Standard Work Day.** Unless otherwise provided in an applicable Service Agreement document, the standard work day is any eight hour period of work, between 8:00 AM and 6:00 PM, Monday through Friday, excluding public holidays, at the Supplier location providing the Professional Services.

E. **Customer Responsibilities.** Customer agrees to provide Supplier with the full cooperation it needs to perform the Professional Services. This includes timely access to Customer office accommodations, facilities, network, computer systems, and storage equipment. Customer also agrees to provide assistance and complete and accurate information and data from officers, agents, project sponsors, subject matter experts, and employees as Supplier may request, in addition to suitably configured, licensed, and operational computer and storage products involved in delivery of the Professional Services. If Customer fails to provide the requisite cooperation on a timely basis, Supplier will be relieved of any schedule, milestone, or financial commitments associated with the Professional Services. Customer remains responsible for the physical and network security of Customer's environment.

3. PROPRIETARY RIGHTS

A. **Grant of License Rights in Deliverables.** Subject to Customer's compliance with the terms of the CTS, any applicable Service Agreement(s), and Supplier's Proprietary Rights incorporated into any Deliverables, Supplier grants Customer a non-exclusive, non-transferable, non-sublicensable right to use, copy, and create derivative works from the Deliverables for



Customer's internal business operations, as contemplated by the applicable Service Agreement(s). The license granted in this section does not apply to: (i) Customer-furnished material; (ii) any Products; (iii) any Third Party Products; or (iv) items licensed or otherwise provided under a separate agreement.

B. Customer Furnished Materials. Customer retains its Proprietary Rights in materials it furnishes to Supplier for use in connection with the performance of Professional Services. Customer grants Supplier a non-exclusive, non-transferable right, under Customer's Proprietary Rights, to use the Customer-provided materials solely for the benefit of Customer in fulfilling Supplier's obligations under the Service Agreement(s).

C. Reservation of Proprietary Rights. Each party reserves for itself all Proprietary Rights that it has not expressly granted to the other. Supplier is not limited in developing, using, or marketing services or products that are similar to the Deliverables or Professional Services provided under any Service Agreement(s), or, subject to Supplier's confidentiality obligations to Customer, in using the Deliverables or performing similar Professional Services for any other projects.

D. Third Party Products. Customer grants Supplier a non-exclusive, non-transferable right to use Third Party Products that Customer provides for Supplier's use to perform the Professional Services described in an applicable Service Agreement(s) document. Any configuration or modification that Supplier makes to any Customer-provided Third Party Products or work product incorporating Third Party Products is subject to Customer's agreement with the applicable third party.

4. PAYMENT AND INVOICING. Supplier will submit invoices for fees and reimbursable costs and expenses. Customer will pay Supplier as stated in the applicable Service Agreement(s), and in accordance with the terms of the CTS.

5. WARRANTY. Supplier will perform Professional Services in a workmanlike manner in accordance with generally accepted industry standards. Customer must notify Supplier of any failure to perform within ten calendar days after the performance of the applicable portion of Professional Services. Supplier's entire liability and Customer's sole remedy for Supplier's failure to perform is for Supplier to, at its option: (i) correct the failure; or (ii) terminate the applicable Service Agreement(s) and refund that portion of any fees received that correspond to the failure to perform.

6. TERM OF PROFESSIONAL SERVICES

A. Term of Service Agreements. Each Service Agreement document begins on the date stated in the Service Agreement, and, unless terminated for breach, continues in accordance with its terms. A party may terminate a Service Agreement document for convenience only if that is allowed by the terms of that document. If the CTS is terminated for convenience, all then-existing Service Agreements documents will remain in force in accordance with their applicable terms and will continue to be governed by the terms of the CTS until they are completed or otherwise terminated.

B. Termination for Breach of Service Agreements. If either Supplier or Customer believes a material breach of the terms of a Service Agreement document has occurred, then the party will notify the other in writing of the other's alleged breach. The recipient will have thirty days from the date of receipt of the notice to effect a cure (the "**Cure Period**"). If the recipient of the notice fails to effect a cure within the Cure Period, then the sender of the notice may send a written notice of termination of the applicable Service Agreement document, which notice will take effect upon receipt.

7. EDUCATION SERVICES

A. Courses. Supplier's standard education Professional Services are available through the applicable catalogue or website. Supplier customized education Professional Services are available pursuant to the applicable Service Agreement.

B. Cancellation and Refunds. Unless otherwise specified in a Service Agreement document, a quote, or on the Dell EMC Education Services catalogue or website, if Customer prepays and subsequently cancels standard education Professional Services, Supplier will provide: (i) a full refund, if Supplier receives written notice of cancellation two or more weeks before the scheduled start date; or (ii) a 50% refund, if Supplier receives written notice of cancellation less than two weeks before, but prior to, the scheduled start date. Cancellation charges for customized education Professional Services will be as mutually agreed between the parties in the applicable Service Agreement document.