Dell Compellent Copilot Optimize Service Description

Service Overview

This Service Description ("Service Description") is entered among you the customer ("you" or "Customer") and the Dell entity identified on your invoice for the purchase of this Service. This Service is subject to and governed by Customer's separate signed master services agreement with Dell that explicitly authorizes the sale of this service (as defined below) or, in the absence of such agreement, Dell's terms of sale applicable to commercial customers, which is available at www.Dell.com/Terms or your local country-specific www.Dell.com website, hereby incorporated by reference and available in hardcopy from Dell upon request. The parties acknowledge having read and agree to be bound by such online terms.

The Copilot Optimize service is a renewable contracted service which provides customers with access to Dell Compellent technical expertise via Copilot Systems Analyst (CSAs). With Copilot Optimize, customers will receive consultative guidance, proactive support, regularly scheduled system reviews and an annual onsite visit to maximize performance and optimization of Storage Center as well as to align storage initiatives with business requirements. Customer will realize benefits of Optimize primarily through reduction in cost in three different categories.

- Operating Expenditures
- Capital Expenditures
- Unplanned downtimes

Copilot Optimize service complements Copilot Support break/fix services, by dedicating a CSA that will have intimate knowledge of the customer's storage environment and will thus provide proactive support and assistance with day to day operations and management of the Storage Center. In addition, the CSA will help with long term strategic planning and optimization of the Storage Center by providing extensive consultative services.

Copilot Optimize Features

The CSA will provide regular ongoing consultative services on best practices, proactive support, and regularly scheduled reviews of your Storage Center systems. (Specific roles and responsibilities of the CSA are identified in Table 1)

Copilot Optimize agreements can be coterminous with existing Copilot Support break/fix service agreements and can be purchased in multiyear increments.

Optimize pricing is based on an initial primary system and then add-on systems are linked to that agreement. As multiple systems are typically integrated as one SAN, all systems in that environment should be included in the Optimize service to help ensure overall system performance is optimized.

With Copilot Optimize, customers are teamed with a CSA that will develop an intimate understanding of your storage environment. By monitoring and communicating with customers, CSAs are able to offer regular reports, evaluation, and guidance that will help reduce administration time and help ensure a high availability SAN. The CSA also provides a common point of contact for all questions related to Storage Center.

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Copilot Optimize Service detail

Table 1: Copilot Optimize Service Features

Consultative Services	Advise on operating and maintaining efficient Storage Center systems to help design and run an optimized Storage Center environment
	Assist in planning and preparation for hardware and software upgrades to help ensure maintenance actions are uneventful
	Provide guidance on operational efficiencies to maximize ROI
Reactive Support Services	Coordinate with Copilot support team to help ensure timely resolution of cases
	• Serve as customer advocate for Severity 1 and Severity 2 support issues to help ensure timely resolution and assist in coordinating necessary resources.
	Provide analysis of support call history to identify trends and patterns
Annual Onsite Visit	 Face to face visit to help ensure that the CSA is aligned with the customer's current and future storage requirements to support their operational goals.
	Diagram and evaluate system architecture to optimize system design and configuration
	Conduct assessment meetings to align Storage Center environment with customer requirements and business initiatives
	 Advise on status and recommend solutions related to complete SAN solution, inclusive of security, fabric configuration, feature sets, and SAN processes.
Capacity and Performance Reviews	Analyze capacity and performance metrics to help ensure the continuous high performance and operational efficiency of the Storage Center
	 Advise on solutions and best practices for meeting capacity and performance requirements
	 Meet with customer to communicate findings from capacity and performance review and provide analysis of findings.
	• Proactively monitor capacity and performance metrics to help ensure efficient operation of Storage Center and communicate critical issues, such as performance spikes and capacity ceilings.
Case Reviews	 Actively review all support cases to identify potential problems and training opportunities
	• Provide proactive and personalized assistance with the goal of minimizing

	 diagnostic troubleshooting on support calls Meet with customer to communicate findings from case review and resolve potential concerns Deliver case history summarizing cases, trends, areas of improvement, and potential risks or issues
System Log Reviews	Regularly review system log details to help ensure efficient operations of Storage Center and identify unusual activity and trending
	Review log entries with customer and communicate findings to address potential issues
Redundancy Evaluations	Analyze SAN solution to help ensure redundancy and failover recommendations are intact
	Advise on best practices for maintaining a fully redundant SAN solution
	Assist in developing plans to create redundant SAN solutions
Operational Efficiency Services	• Evaluate customer environment and needs to provide best practices recommendations for system configuration and optimization.
	Conduct reviews of Storage Center to provide guidance on best practice and system administration.

Copilot Optimize Deliverables

With the Copilot Optimize service, the customer will receive regular, insightful, and accurate documentation that details system architecture, evaluates impact of system alerts and logs, provides analysis of capacity and performance metrics, and offers best practices based on specific business requirements. Here is a list of the specific deliverables the customer can expect to receive through Copilot Optimize:

Solution Architecture Diagram	Detailed diagram of Storage Center solution, including fabric switches, controllers, and enclosures.
Solution Inventory	Itemized list of all components in Storage Center solution.
Annual Onsite Visit	Review of system design architecture and status. Aligns customer requirements with Storage Center configuration and providing guidance on optimization techniques, security management, and system configuration.
Capacity Report	Monthly analysis of storage and performance detail. Highlights how storage is being used, utilization ratios, and where storage is allocated.
Case Review Report	Monthly analysis of Copilot support cases. Summarizes all support cases for customer and identifies trends and

Table 2: Copilot Optimize Deliverables

	potential concerns that need to be addressed.
System Log Review	Monthly overview of system logs and analysis of impact on operations.
Failover Test Plan and Results Review and Recommendations	Customized step-by-step procedures for conducting a failover test. If so engaged will also include results and confirmation of failover test.Best practice recommendations for successful failover testing with complete analysis and review.
Best Practices Document Recommendations	Customized guide toPresent and discuss best practices and configuration settings for hardware and software based on customer environment.

Copilot Optimize Milestones and Schedule

Table 3: Copilot Optimize Milestones

Initial Assessment	Conduct Copilot Optimize initial assessment	
	Establish capacity and performance standards and requirements	
	Perform baseline system health review	
	Diagram and inventory system architecture	
	Discuss customer's business requirements and initiatives	
	Communicate framework of the Copilot Optimize service and align Optimize services with customer requirements	
Monthly	Deliver Optimize Executive Summary	
	Review capacity and performance	
	Review system health	
	Review monthly case history	
	Open case status update	
	Review system logs	
	Discuss documentation updates	
	General recommendations per operational goals	
Quarterly	Assist with redundancy evaluation (Recommended)	
Annually	Onsite visit (single location only) which include some or all of the following as desired:	
	Conduct health analysis	
	Conduct review and planning meeting	

	Review key performance indicators
	Capacity and performance review
	Case review
	System log review
	Confirm redundancy configuration
	Deliver best practice updates
	Update system architecture diagram
On-going	Best Practice updates
	Monitoring of system performance and capacity
	Assistance with requirement planning
	Assistance with change management

Out of Scope

- Copilot Optimize does not replace the need for Copilot Support which provides break/fix support on related products provided by Dell.
- Data migration from existing direct-attached storage or other storage devices
- Installation or Scripting services

Additional Responsibilities

A. Authority to Grant Access. 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.

B. Cooperate with phone analyst and on-site technician. Customer agrees to cooperate with and follow the instructions given by Dell phone analyst and its on-site technicians. 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.

C. 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.

D. Data backup. Complete a backup of all existing data and programs on all affected systems prior to the delivery of this Service by Dell. DELL WILL HAVE NO LIABILITY FOR LOSS OR RECOVERY OF DATA OR PROGRAMS or loss of use of system(s) arising out of this Service or related support activities or any act or omission, including negligence, by Dell or a third-party service provider.

Additional Important Information

A. 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.

B. Commercially reasonable limits to scope of service. Dell may refuse to provide Services if, in its opinion, providing the Services creates an unreasonable risk to Dell or Dell's Service providers or is beyond the scope of Services. Dell is not liable for any failure or delay in performance due to any cause beyond its control. Service extends only to uses for which the Supported Product was designed.

C. Optional services. Optional services (including point-of-need support, installation, consulting, managed, and 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 Agreement. D. Rescheduling. Once this service has been scheduled, any changes to the schedule must occur at least 8 calendar days prior to the schedule date. If customer reschedules this service within 7 days or less prior to the schedule date, there will be a rescheduling fee not to exceed 25% of the customer price for the services. Customer agrees that any rescheduling of the service will be confirmed at least 8 days prior to commencement of the service

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 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 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 state law requires other cancellation provisions that may not by 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.

G. Geographic limitations & relocation. 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 onsite response times will vary by geography and certain options may not be available for purchase in Customer's location. Dell's obligation to supply the Services to relocated Supported Products is subject to local service availability and may be subject to additional fees, and to inspection and recertification of the relocated Supported Products at Dell's then current time and materials consulting rates. Customer will provide Dell with sufficient and safe access to Customer's facilities at no cost to Dell for Dell to fulfill Dell's obligations.

H. Transfer of service. Subject to the limitations set forth in this Service Description, Customer may transfer this Service to a third party who

purchases Customer's entire Supported Product before the expiration of the then-current service contract term, provided Customer is the original purchaser of the Supported Product and this Service, or Customer purchased the Supported Product and this Service from its original owner (or a previous transferee). Transfer of Service requires a minimum 12 month contract in order to transfer. In the event less than 12 months exists on the contract transferee will be required to extend the contract with credit applied for the remaining term of the service contract. Additional transfer and hardware recertification fees may apply, and hardware items may be priced as out-of-

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For more information about any of our service offerings, please contact your Dell representative or visit <u>www.dell.com/services</u>or www.compellent.com

Availability varies by country. To learn more, customers and Dell Channel Partners should contact your sales representative for more information.

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