

Professional Services Agreement

This Professional Services Agreement (“PSA”) is entered into by and between the Suppliers and you (“you” or “Customer”) effective upon the earlier of (i) your execution of an Order or Service Agreement that incorporates this PSA by reference or (ii) your acceptance of these terms. If you purchased through a reseller or distributor, final prices and sales terms will be between you and the reseller or distributor; however, this Agreement applies to your use of Professional Services.

“Suppliers”
EMC Corporation (“EMC”) 176 South Street Hopkinton, Massachusetts 01748 and Dell Marketing L.P. (“Dell”) One Dell Way Round Rock, Texas 78682
Legal Notices: Dell_Legal_Notices@Dell.com

Customer may buy Professional Services from one or both Suppliers under this PSA, or from a Supplier Affiliate that provides Customer a quote referencing this PSA. The General Terms below apply to Suppliers and to Supplier Affiliates who provide services pursuant to this PSA, unless stated otherwise. The Supplier or Supplier Affiliate that issues the quote to Customer is solely responsible to Customer to fulfill the obligations under that quote. No Supplier product is or can be licensed or purchased under this document. Any purchase or licensing of Supplier products is governed by the terms of a separate license or purchase agreement between the parties.

General Terms

1. Definitions.

1.1 “Affiliate” means with respect to Suppliers, Dell Inc. or Dell Inc.’s direct or indirect subsidiaries; and with respect to Customer, a legal entity that is controlled by, controls, or is under common control with Customer. “Control” means more than 50% of the voting power or ownership interests.

1.2 “Order” means: (a) a Customer purchase order that references a Supplier quote and, if applicable, contract code; (b) Supplier order forms executed by Customer; (c) Customer’s order of Services, through either www.Dell.com or other online process; or (d) Customer’s order of Services through an authorized Dell reseller.

1.3 “Providers” means entities (other than Customer) whose services have been incorporated into the Services.

1.4 “Service Agreements” means service contracts, including service descriptions available at www.Dell.com/servicecontracts/global, service briefs, statements of work, services specifications and any other similar mutually agreed documents.

1.5 “Professional Services” means consulting, installation, implementation and other services that are not product support and maintenance services.

1.6 “Third Party Products” means hardware, software, or services that are not “Dell” branded, “EMC” branded, or “Dell EMC” branded.

2. Buying Professional Services.

2.1 Quotes and Orders. Orders are subject to credit approval and are subject to Supplier acceptance. Acceptance of one Order is independent from any other Order. Quoted prices are effective until the expiration date of the Supplier’s quote.

2.2 Payment. Customer must pay Supplier’s invoices in full and in the same currency as Supplier’s quote within the time noted on Supplier’s invoice, or if not noted, then within 30 days after the date of the invoice, with interest accruing after the due date at the lesser of 1.5% per month or the highest lawful rate. Supplier may invoice parts of an Order separately or together in one invoice. All invoice terms will be deemed accurate unless Customer advises Supplier in writing of a material error within 10 days following receipt. If Customer advises Supplier of a material error, (a) any amounts corrected by Supplier in writing must be paid within 14 days of correction, and (b) all other amounts shall be paid by Customer by the due date. If Customer withholds payment because Customer believes an invoiced amount is incorrect, and Supplier concludes that the amount is accurate, Customer must pay interest on the unpaid disputed amount from the due date until Supplier’s receipt of payment. Customer may not offset, defer or deduct any invoiced amounts that Supplier determines are correct following the notification process stated above. Supplier, without waiving any other rights or remedies and without liability to Customer, may suspend the Professional Services until all overdue amounts are paid in full.

2.3 Taxes. Customer is responsible for payment of any sales, use, value added, GST and any other similar taxes or governmental fees associated with Customer’s Order. Customer is not responsible for taxes based on Supplier’s net income, gross revenue or employment obligations. Customer must also pay all freight, insurance and applicable taxes (which may include but shall not be limited to import or export duties, sales, use, value add and excise taxes). If Supplier is obligated by applicable law to collect and remit any taxes or fees, then Supplier will add the appropriate amount to Customer’s invoices as a separate line item.

If Customer qualifies for a tax exemption, Customer must provide Supplier with a valid certificate of exemption or other appropriate proof of exemption. If Customer is required by law to make a withholding or deduction from payment, Customer will make payments to Supplier net of the required withholding or deduction, and will provide to Supplier satisfactory evidence (e.g., official withholding tax receipts) that Customer has accounted to the relevant authority for the sum withheld or deducted. If Customer does not provide the information within 60 days of remittance to the applicable tax authority, Supplier will charge Customer for the amount that Customer deducted for the transaction.

2.4 Orders Submitted Through Channel Partners. If Customer’s purchase is made through a reseller, then the foregoing sections 2.1, 2.2, and 2.3 do not apply and all credit, invoicing,

payment, returns, ordering and cancellation terms for the purchase will be as agreed between Customer and the reseller.

2.8 Third Party Products, EMC Select and Brokerage Products. Customer may purchase Third Party Products through Suppliers. The terms governing Customer's use of Third Party Products are as follows:

A. The third party manufacturer's standard end-user terms, including warranty, indemnification, and technical support and maintenance terms and conditions, apply. If Customer has an applicable separate negotiated agreement with the third party manufacturer for the Third Party Product, then that negotiated agreement will govern.

Suppliers have no liability to Customer for any damages that arise out of or relate to Third Party Products. **Suppliers provide Third Party Products "AS IS", make no express warranties, and disclaim all implied warranties, including merchantability, fitness for a particular purpose, title, and non-infringement as well as any warranty arising by statute, operation of law, course of dealing or performance, or usage of trade.**

B. Select and Brokerage Products. Suppliers sell certain products and services designated as "Select" or "Brokerage." Select and Brokerage products and services generally include Third Party Products, but may also include products manufactured by Supplier or its affiliates. Select products and services are designated "SEL" in the Supplier quote and are provided pursuant to the applicable terms identified for each manufacturer of Select products and services at this website: www.EMC.com/partnersalliances/programs/select.jsp. Brokerage products and services are designated "Brokerage" or similar descriptor in the Supplier quote and provided pursuant to the applicable terms and conditions accompanying such Brokerage products and services.

2.9 Transactions with Customer Affiliates. Customer Affiliates located in the same country as Customer (the "Initial Country") may request quotes from, and place purchase orders with, Supplier under this PSA for Professional Services to be performed in the Initial Country, provided that such Customer Affiliates agree to be bound by the terms of this PSA or are otherwise bound by operation of law. Customer Affiliates located in any other country (the "Additional Country") may request quotes from, and place purchase orders with, the Supplier Affiliate, if any, conducting business in that Additional Country for Professional Services to be performed in that Additional Country, if the two local Affiliates agree to local governing terms. Those governing terms comprise this PSA and other provisions needed to conform to local laws and business customs, and to the capabilities of the Supplier Affiliate. If there is no Supplier Affiliate for the Additional Country, Supplier will advise Customer of any other way to buy Services.

5. Term; Termination or Suspension.

The term of this PSA begins on the Effective Date and continues until the PSA is terminated in accordance with this section. The term and termination provisions for Service Agreements are contained in the General Professional Services Terms attached as Schedule A.

5.1 Termination for Convenience. Either party may terminate this PSA at any time, effective 60 days after delivery of written notice to the other party.

5.2 Suspension or Modification of Professional Services. Supplier may suspend, terminate, withdraw, or discontinue all or part of the Professional Services when Supplier believes, in its sole judgment, that Customer is involved in any fraudulent or illegal activities.

5.3 Termination. Either party may terminate this PSA or a Service Agreement: (a) for a material breach by the other party that is not cured within 30 days of the breaching party's receipt of written notice of the breach; or (b) if a party declares bankruptcy or is adjudicated bankrupt or a receiver or trustee is appointed for substantially all of its assets. In addition, Supplier may terminate this PSA or one or more Service Agreements with 10 days' written notice if: (a) Customer does not make payment as required by this PSA or the applicable Service Schedule (where the payment is not subject to a good faith dispute); (b) Customer fails to make the payment within 10 days after receiving written notice of the past due amount; (c) Customer purchased through a reseller and, as applicable, (c)(1) the agreement between Customer and the reseller expires or is terminated; (c)(2) the agreement between Supplier and the reseller expires or is terminated; or (c)(3) the reseller is delinquent on its payment obligations to Supplier. Supplier may terminate this PSA immediately if Customer is acquired by or merged with a competitor of Supplier or any of its Affiliates. Termination of a Service Agreement will not terminate other Service Agreements, and termination of all Service Agreements will not terminate this PSA.

5.4 Survival. The provisions relating to payment of outstanding fees, records and audit, confidentiality and liability, all rights of action accruing prior to termination, along with any other provision of this PSA that, expressly, or by its nature and context, is intended to survive, will survive termination.

6. **Limitation of Liability.**

7.1 Limitations on Damages. **The limitations, exclusions and disclaimers stated below apply to all Disputes (as defined below in the Section titled "Governing Law; Informal Dispute Resolution; Attorney's Fees"). The terms of this Section are agreed allocations of risk constituting part of the consideration for Suppliers' and its Affiliates' sale of Professional Services to Customer and will apply even if there is a failure of the essential purpose of any limited remedy, and regardless of whether a party has been advised of the possibility of the liabilities.**

A. Limitation on Direct Damages. **Except for Customer's obligations to pay for services or Customer's violation of the restrictions on use of services or Supplier's or its Affiliates' intellectual property rights, each party's total liability arising out of any Dispute or any matter under this PSA, is limited to the amount Customer paid to Supplier during the 12 months before the date that the matter or Dispute arose for the Professional Services that are the subject of the Dispute, but excluding amounts received as reimbursement of expenses or payment of taxes.**

B. No Indirect Damages. **Except for Customer's payment obligations and violation of Suppliers' or its Affiliates' intellectual property rights, neither Supplier nor Customer has liability to the other for special, consequential, exemplary, punitive, incidental or indirect damages, or for lost profits, loss of revenue, loss or corruption of data, loss of use or procurement of substitute services.**

7.2 Regular Backups. Customer is solely responsible for its data. Customer must backup its data before Supplier performs any remedial, upgrade, or other work on Customer's production systems. If applicable law prohibits exclusion of liability for lost data, then Supplier will only be

liable for the cost of commercially reasonable and customary efforts to recover the lost data from Customer's last available backup.

7.3 Limitation Period. Except as stated in this Section, all claims must be made within the period specified by applicable law. If the law allows the parties to specify a shorter period for bringing claims, or the law does not provide a time at all, then claims must be made within 18 months after the cause of action accrues.

7. **Confidentiality**

8.1. "Confidential Information" is any information, technical data, or know-how furnished, whether in written, oral, electronic, website-based, or other form, by the discloser to the recipient that: (a) is marked, accompanied or supported by documents clearly and conspicuously designating the documents as "confidential", "internal use" or the equivalent; (b) is identified by the discloser as confidential before, during or promptly after the presentation or communication; or (c) should reasonably be known by recipient to be confidential.

8.2. This PSA imposes no obligation upon a recipient with respect to information designated as confidential which: (a) the recipient can demonstrate was already in its possession before receipt from the discloser; (b) is or becomes publicly available through no fault of the recipient or its Representatives (defined below); (c) is rightfully received by the recipient from a third party who has no duty of confidentiality; (d) is disclosed by the discloser to a third party without a duty of confidentiality on the third party; or (e) is independently developed by the recipient without a breach of this PSA.

8.3. If a recipient is required by a government body or court of law to disclose Confidential Information, to the extent permitted by law, the recipient agrees to give the discloser reasonable notice so that the discloser may contest the disclosure or seek a protective order. Recipient will use Confidential Information only for the purpose of and in connection with the evaluation of a potential, or continuation of, a business transaction or relationship between the parties. Recipient may disclose Confidential Information to its directors, officers, employees and employees of its Affiliates, as well as its and its Affiliates' contractors, advisors and agents, so long as those individuals have a need to know in their work for recipient in furtherance of the potential or continued business transaction or relationship and are bound by obligations of confidentiality at least as restrictive as those imposed on recipient in this PSA (collectively, "Representatives"). Recipient is fully liable for any breach of this PSA by its Representatives. Recipient will use the same degree of care, but no less than reasonable care, as the recipient uses with respect to its own similar information to protect the Confidential Information. Recipient may only disclose Confidential Information as authorized by this PSA. The terms of this PSA do not restrict the right of recipient to independently design, develop, acquire, market, service or otherwise deal in, directly or indirectly, products or services competitive with those of the discloser so long as the recipient does not use any of the discloser's Confidential Information for those activities. Unless the parties otherwise agree in writing, a recipient's duty to protect Confidential Information expires 3 years from the date of disclosure. However, subject to the terms of this Section, the obligation to protect technical information about a discloser's current products and services and all information about possible unreleased products or services never expires. Upon the discloser's written request, recipient will promptly return or destroy all Confidential Information received from the discloser, together with all copies. Notwithstanding the above, recipient's professional advisors (e.g., lawyers and accountants) may retain in confidence one file copy of their respective work papers and final reports in accordance with their professional and ethical obligations.

8. Miscellaneous.

9.1 References. Supplier may identify Customer as a customer of Supplier's Professional Services.

9.2 Notices. Notice to Dell Marketing L.P. or EMC Corporation under this agreement or any related transaction must be in writing and sent (a) by registered or certified mail, postage prepaid first-class mail with return receipt requested; or (b) by overnight delivery service with verification of receipt, to the address below; or (c) by electronic mail to: Dell_Legal_Notices@dell.com. All such notices will be effective upon receipt.

Dell Marketing L.P. or EMC Corporation
Attn. Contracts Manager
Dell Legal Department
One Dell Way, Round Rock, Texas 78682

9.4 Excused Performance. Except for payment of amounts due and owing, neither Supplier nor Customer will be liable for failure to perform its obligations during any period if performance is delayed or rendered impracticable or impossible due to circumstances beyond that party's reasonable control.

9.5 Assignment. Customer may not assign this PSA, a Supplier's quote, an Order or any right or obligation under this PSA, or delegate any performance, without Supplier's prior written consent, which will not be unreasonably withheld (except an assignment of Customer's Order to Dell Financial Services, LLC, which does not require consent). Even if Supplier consents to an assignment or delegation, Customer remains responsible for all obligations to Supplier under this PSA, a quote, or Order that Customer incurred prior to the effective date of the assignment or delegation. Customer attempts to assign or delegate without Supplier's prior, written consent are void. Supplier may use its Affiliates or other qualified subcontractors to provide Services to Customer, but Supplier remains responsible to Customer for the performance of those Services.

9.6 Governing Law; Informal Dispute Resolution; Attorney's Fees. This PSA, and any dispute, claim or controversy (whether in contract, tort or otherwise) related to or arising out of this PSA or any quote or Order ("Dispute") is governed by the laws of the State of Texas (excluding the conflicts of law rules) and the federal laws of the United States. The U.N. Convention on Contracts for the International Sale of Goods does not apply. To the extent permitted by law, the state and federal courts located in Texas will have exclusive jurisdiction for any Disputes. Customer and Suppliers agree to submit to the personal jurisdiction of the state and federal courts located within Travis or Williamson County, Texas, and agree to waive any and all objections to the exercise of jurisdiction over the parties by those courts and to venue in those courts. The parties agree to waive, to the maximum extent permitted by law, any right to a jury trial with respect to any Dispute. Neither Customer nor Suppliers are entitled to join or consolidate claims by or against other customers, or pursue any claim as a representative or class action, or in private attorney general capacity. As a condition precedent to filing any lawsuit, the parties will attempt to resolve any Dispute against one or more Suppliers or any Supplier Affiliate through negotiation with persons fully authorized to resolve the Dispute, or through mediation utilizing a mutually agreeable mediator, rather than through litigation. The existence or results of any negotiation or mediation will be treated as confidential. Although the merits of the underlying Dispute will be resolved in accordance with this Section, any party has the right to obtain from a court of competent jurisdiction a temporary restraining order, preliminary injunction or other equitable relief to preserve the status quo, prevent irreparable harm, avoid the expiration of any applicable limitation

periods or preserve a superior position with respect to other creditors. If the parties are unable to resolve the Dispute within 30 days (or other mutually agreed time) of notice of the Dispute to the other party, the parties will be free to pursue all remedies available at law or in equity. In any Dispute (other than Supplier's efforts to collect overdue amounts from Customer) each party will bear its own attorneys' fees and costs and expressly waives any statutory right to attorneys' fees under § 38.001 of the *Texas Civil Practices and Remedies Code*.

9.7 Waiver. Failure to enforce a provision of the PSA will not constitute a waiver of that or any other provision of the PSA.

9.8 Independent Contractors. The parties are independent contractors for all purposes under this PSA and cannot obligate any other party without prior written approval. The parties do not intend anything in this PSA to allow any party to act as an agent or representative of a party, or the parties to act as joint venturers or partners for any purpose. No party is responsible for the acts or omissions of any other.

9.9 Severability. If any part of this PSA or document that incorporates this PSA by reference is held unenforceable, the validity of all remaining parts will not be affected.

9.10 Privacy Statements. For information about Supplier's Privacy Statements, please read Supplier's global and country-specific privacy policies at www.Dell.com/Privacy. These policies explain how Suppliers treat Customer personal information and protects Customer privacy.

9.11 Trade Compliance. Customer's purchase of Professional Services and access to related technology (collectively, the "Materials") are for its own use, not for resale, export, re-export or transfer. Customer is subject to and responsible for compliance with the export control and economic sanctions laws of the United States and other applicable jurisdictions. Materials may not be used, sold, leased, exported, imported, re-exported, or transferred except with Dell's prior written authorization and in compliance with such laws, including, without limitation, export licensing requirements, end user, end use, and end-destination restrictions, prohibitions on dealings with sanctioned individuals and entities, including but not limited to persons on the Office of Foreign Assets Control's Specially Designated Nationals and Blocked Persons List, or the U.S. Department of Commerce Denied Persons List. Customer represents and warrants that it is not the subject or target of, and that Customer is not located in a country or territory (including without limitation, North Korea, Cuba, Iran, Syria and Crimea) that is the subject or target of, economic sanctions of the United States or other applicable jurisdictions.

9.12 Encryption. Customer certifies that all items (including hardware, software, technology and other materials) it provides to Supplier for any reason that contain or enable encryption functions either (a) satisfy the criteria in the Cryptography Note (Note 3) of Category 5, Part 2 of the *Wassenaar Arrangement on Export Controls for Conventional Arms* (Wassenaar Arrangement) and *Dual-Use Goods and Technologies* and Category 5, Part 2 of the *U.S. Commerce Control List* (CCL) or (b) employ key length of 56-bit or less symmetric, 512-bit asymmetric or less, and 112-bit or less elliptic curve or (c) are otherwise not subject to the controls of Category 5, Part 2 of the *Wassenaar Arrangement* and Category 5, Part 2 of the CCL. Supplier is not responsible for determining whether any Third Party Product to be used in the services satisfies regulatory requirements of the country to which such products or services are to be delivered or performed. Dell shall not be obligated to provide any service where the service is prohibited by law or does not satisfy the local regulatory requirements.

9.14 Entire Agreement. This PSA (including the General Professional Services Terms, and other online terms referenced in the PSA), and, if Customer is directly purchasing from Supplier, the Supplier's quote and each Order: (a) comprise the complete statement of the agreement of the parties with regard to its subject matter; and (b) may be modified only in a writing signed by Customer and Supplier. All terms of any Customer Order, including but not limited to (a) any terms that are inconsistent or conflict with this PSA, a Supplier quote, or both and (b) any pre-printed terms on any Customer Order or other Customer form, have no legal effect and do not modify or supplement this PSA, even if Supplier does not expressly object to those terms when accepting a Customer Order. Each Service Agreement is interpreted independent of any other Service Agreement.

9.15 Conflicts. If there is a conflict between any Service Agreement and this PSA, the terms of the Service Agreement will take precedence. In the event of any conflicts between a Service Schedule and the General Professional Services Terms, the General Professional Services Terms will prevail. No party is relying upon the representations of statements of the other that are not fully expressed in this PSA, and each party expressly disclaims reliance upon any representations or statements not expressly set forth in this PSA. Any claims by any party of fraud in the inducement of this PSA or any Supplier quote or Customer Order based on any statements, representations, understandings or omissions, whether oral or written, that are not fully expressed in this PSA or the applicable Supplier's quote are expressly waived and released. Cloud services (including any service made available to users through the Internet from a computing provider's servers as opposed to being provided from Customer's own on-premises servers), such as software-as-a-service and storage-as-a-service, that Customer orders from Supplier are provided pursuant to the Cloud Services Terms of Services located at www.Dell.com/dellemcloudterms or Customer's separate signed cloud services agreement with Supplier, when applicable, and not this PSA.

Service Schedule A To PSA
General Professional Services Terms

This Schedule states terms that apply specifically to Professional Services. The Professional Services Agreement (“PSA”) 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.

1.1 “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.

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

2. Professional Services.

2.1 Scope. Each project for Professional Services is governed by a separate Service Agreement document. Each Service Agreement document states 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 PSA, the Service Agreement will normally take precedence. However, to the extent that the Service Agreements contain terms that conflict with terms in the PSA 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 PSA only if the Service Agreement clearly indicates that the parties are intentionally overriding the terms in the PSA 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.

2.2 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.

2.3 Placement of Supplier Personnel. Supplier is solely responsible for personnel placement as well as for all other human resources issues (e.g., vacation). Supplier only utilizes 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 is 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.

2.4 Standard Work Day. Unless otherwise provided in an applicable Service Agreement document, the standard work day is any 8-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.

2.5 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.

3.1 Grant of License Rights in Deliverables. Subject to Customer's compliance with the terms of the PSA, any applicable Service Agreement(s), Customer's payment of applicable amounts due, and Supplier's Proprietary Rights in any underlying intellectual property incorporated into any Deliverables or used by Supplier to perform Professional Services, Supplier grants Customer a non-exclusive, non-transferable, non-sublicensable, revocable (in case of non-payment, or any breach of the PSA or any applicable Service Agreement(s)) license to use 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: (a) Customer-furnished material; (b) any Supplier products; (c) any Third Party Products; or (d) items licensed or otherwise provided under a separate agreement.

3.2 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).

3.3 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.

3.4 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 PSA.

5. Warranty.

Supplier performs Professional Services in a workmanlike manner in accordance with generally accepted industry standards. Customer must notify Supplier of any failure to perform within 10 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: (a) correct the failure; or (b) 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.

6.1 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 PSA is terminated for convenience, all 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 PSA until they are completed or otherwise terminated.

6.2 Termination for Breach of Service Agreements. If either Supplier or Customer believes a material breach of the terms of a Service Agreement document occurred, then the party will notify the other in writing of the other's alleged breach. The recipient has 30 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.

7.1 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.

7.2 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: (a) a full refund, if Supplier receives written notice of cancellation 2 or more weeks before the scheduled start date; or (b) a 50% refund, if Supplier receives written notice of cancellation less than 2 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.