Service Offering Description for
APEX Data Storage Services
Dated as of December, 2021

1. **Introduction**. This Service Offering Description is governed by the APEX Agreement located at www.dell.com/apexagreement ("APEX Agreement") and both documents together govern the APEX Service (as defined below). Dell (as defined in the APEX Agreement) will provide the APEX Service to Customer. "APEX Agreement" for a Reseller or Dell-authorized distributor purchasing the APEX Service directly from Dell shall mean the APEX Reseller Agreement located at https://www.delltechnologies.com/asset/en-us/solutions/business-solutions/briefs-summaries/apex-reseller-agreement.pdf.external or the APEX Distributor Agreement located at https://www.delltechnologies.com/asset/en-us/solutions/business-solutions/briefs-summaries/apex-distributor-agreement.pdf.external, respectively.

1.1 **Definitions.** The definitions below apply to this Service Offering Description. Some capitalized terms are defined within the specific context in which they are used below. Other capitalized words that are not defined in this Service Offering Description are defined in the APEX Agreement.

- "Activation Date" means the date that the APEX Service is available for customer to start provisioning storage (volumes, file systems, vVols, etc.) from the deployed storage infrastructure. Notwithstanding the foregoing the Activation Date will be deemed to have occurred twenty-one (21) days after Dell's delivery of the APEX System to the Site unless the Dell caused the delay.

- "Order" means, for purposes of this Service Offering Description, Customer's purchase of the APEX Services from Dell by way of example: a quote, purchase order or other purchasing mechanism.

- "APEX Service" means Dell's APEX Data Storage Service as further described below, and that Customer is authorized to consume under this Service Offering Description and the APEX Agreement.

- "Site" means the facility at the street address location that Customer specified when ordering the APEX Service pursuant to the Deployment Terms stated in Appendix D.

- "Deployment" means the date on which Dell, in its sole discretion, completes the installation and establishes the configuration of the APEX Service at the Site.

- "Related Software" means software provided by Dell in connection with the APEX Services for the sole purpose of enabling Customer to use the APEX Services. Related Software may include development software and tools, and software to be installed on end user devices for the purpose of using the APEX Services. Related Software excludes software that Dell makes available under separate terms or pursuant to a separate agreement.

- "Base Capacity" means storage capacity used to determine minimum recurring charges.

- "OnDemand Capacity" means storage capacity consumed beyond Base Capacity, which is used to determine charges for OnDemand usage.

1.2 **APEX Service.** Dell will provide a managed, on-premise scale out File and/or Block storage service to be used by Customer and to be consumed via Related Software. Connectivity to Related Software is further discussed in Appendix B, Remote Access Agreement. The APEX Service shall be purchased by the Customer via APEX Console with configurations, Base Capacity and OnDemand Capacity, as defined in the Customer Order. APEX Services are made available to Customer with a minimum term commitment of either one (1) or three (3) years. The APEX Service includes: (i) proactive monitoring and management to an availability Service Level and (ii) 24x7 support services, each as defined in Appendix A.

2. **Technical Documentation and Training.** Documents are available at https://www.delltechnologies.com/en-us/apex/data-storage-services.htm. Technical documentation is provided to the extent, and in such form and quantity, as is reasonably necessary to support Customer's internal use of the APEX Service.

3. **Telemetry Collector.** Dell may collect certain information related to the APEX Service through a telemetry collector ("Collector"). Such information may include, without limitation, diagnostics, configurations, usage data, performance, deployment location information, and system information sent to

Dell automatically by Dell's systems and tools ("System Data").

By utilizing the APEX Service, Customer permits Dell to use the Collector to collect and use System Data for the following purposes ("Permitted Purposes"):

- to provide Customer with the APEX Service, including to fulfill applicable warranty and support obligations, to remotely monitor performance and modify APEX Service configurations, and to bill Customers (as applicable);

- to provide either end customers or Dell Channel Partners (as defined below) with metrics regarding Customer's APEX Service usage and consumption patterns and as specified in the Service Offering Description;

- to create predictive analytics and usage intelligence to optimize Customer's future planning activities and requirements;

- for sales and marketing, including sales and marketing research;

- to secure and protect Dell's assets, rights and interests, including where appropriate to investigate, prevent, or take action regarding suspected illegal activity or fraud;

- to comply with Dell's legal obligations, including in response to a court order, warrant, subpoena, regulatory or law enforcement demand, or other legal process;

- for provision, research, support, or enhancement of Dell products, services and offerings; and

- for any other legally permitted purpose.

Dell does not intend for the Collector to access, view, process, copy, modify, or handle Customer's data stored via the APEX Service. Dell will treat any personal information collected through the Collector in accordance with the applicable jurisdiction's Dell Privacy Statement, all of which are available at http://www.dell.com/localprivacy and each of which is hereby incorporated by reference.

Customer agrees that Dell may share the System Data with the following categories of third-parties for the Permitted Purposes:

- Dell third-party service providers; and

- Dell channel partners, including but not limited to resellers, distributors, channel service partners, and OEM partners (collectively, "Dell Channel Partners").

Dell owns all anonymized and aggregated System Data ("Dell System Data"). Dell System Data will not contain any personal information, and will be de-identified such that it will not disclose the identity of Customer to any third party. Such obligations shall survive the expiration or termination of the Agreement. Customer acknowledges and agrees that the Collector and Dell System Data is Dell's Confidential Information. Nothing herein grants Customer a license, express or implied, by estoppel, inducement, or otherwise, to use the Collector for any purpose.

Additional requirements and implementation details concerning the collection and use of System Data may be found in the offering documentation for the APEX Service. To the extent this Section 3. conflicts with any other agreement between Dell and Customer, the terms of this Section shall control.

4.   Service Operations.

4.1   Site Location. Dell will ship the APEX System to the Site and Deployment pursuant to the Deployment Terms stated on Appendix D. Dell cannot Deploy the APEX System at 'dark sites', meaning locations that do not allow the APEX System in the APEX Service to connect with anyone outside of that location. Customer must allow Dell's authorized technician access to the Site in a timely manner for the following activities:

(1) Initial Site survey – Initial Site survey information is collected through the ordering process on the APEX Console. Dell will contact Customer to verify the information and will work with Customer

to complete the configuration workbook. Customer acknowledges that delays in providing information for the Site survey or the configuration workbook may cause delays in the completion of subsequent APEX Service activities by Dell.

(2) Deployment of the APEX System and activation of the APEX Service.

(3) Remediation of problems with the APEX Service (<u>e.g.</u>, needing to replace faulty hardware) where the issue cannot be addressed remotely.

(4) Expand or contract OnDemand Capacity as needed.

(5) Retrieval of the APEX Service from Customer's Site(s).

Any delays or restrictions in providing access to the Site and/or remote access to the APEX System used to deliver the APEX Service will affect the Dell required on-site activities in Appendix D and the associated service commitments stated in Appendix A. For example, Customer restrictions of access during certain hours or for other Customer processes or conditions at the Site.

4.2   Customer's Obligations.   To the extent applicable to the APEX Service, Customer shall, at Customer's expense, perform the following:

- provide adequate floor space (and ensure buffer space is available for additional APEX System installation, if necessary), power, and cooling as required by Dell;

- utilize the APEX Service with reasonable care and in accordance with the Service Offering Description and APEX Agreement;

- keep the APEX System located at the Site free and clear from any liens or encumbrances; and

- restore Customer Content on the APEX Service (including on any that Customer provides on USB flash drive).

Customer has additional responsibilities stated in the RACI in Appendix C and Section 4.7 (Customer Data Removal and Backup) below.

4.3   Contacting Dell for Support.   Dell is the single point of contact for all APEX Service support requests.   All support for the APEX Service is conducted through the support information provided to the Customer at the start of the APEX Service.   Any attempts to contact Dell through any other means could result in delayed support.

4.4   Restriction on Modification of Systems.   The APEX System used to deliver the APEX Service is a closed system, for use solely with the APEX Service. Customers are not allowed to access the components, add/remove/disable or otherwise interact with, or modify the APEX System except as expressly permitted in writing by Dell.   When Customer receives the APEX System at the Site.   Customer must not open or disturb the package and must keep the package in a safe location at the Site until Dell's authorized technician arrives to unbox and set it up, establish the configuration, and power it on.   Thereafter, problems with the APEX System will be handled through the support process.   Customer may not move the APEX System from the Site.   If Customer violates the terms of this section, then Dell will be relieved of its of support obligations, and Dell may choose to discontinue or suspend the APEX Service at the compromised location, and/or terminate Customer's subscription to the APEX Service.

4.5   APEX System.   Dell will determine, at its discretion, the hardware and software applicable for the APEX System and APEX Service.   Title to the APEX System used to deliver the APEX Service remains at all time with Dell. Customer acquires no right or interest in the APEX System by virtue of ordering a subscription to the APEX Service.   Dell reserves the right to replace or refresh the APEX System at Site(s) at any time for any reason. Dell also reserves the right to reuse the APEX System for different customers when appropriate. If Dell elects to provide a previously deployed APEX System to a customer, the APEX System that is delivered will have all previous data and configurations deleted completely. Dell will monitor capacity, utilization, performance, as well as other metrics, as part of the APEX Service and is authorized

in its sole discretion to expand (or contract) the capacity to maintain a sufficient OnDemand Capacity as the Customer's usage dictates and to overprovision the available capacity for future growth accommodation.

4.6   **Security**. Customer is responsible for the following:

- ensuring the physical security of the APEX System and Customer-owned systems interacting with the APEX System at each Site.

- managing the configuration of the APEX Service via the APEX Console

- Customers' network security and vulnerability scans of the Customer systems connected to the APEX System, and performing security monitoring of those systems. Additional information can be found in Appendix C, Roles and Responsibilities (RACI).

4.7   **Customer Data Removal and Backup.** To the extent applicable to the APEX Service, Customer shall, at Customer's expense, perform the following:

- back up its data before Dell performs any remedial, upgrade or other work on the APEX System;

- operate and maintain a data back-up system in Customer's data center environment, including retaining multiple copies of Customer Content, consistent with industry best practices; and

- provide for a daily back-up process, including backing up data before performance of any remedial, upgrade or other work on Customer's production systems.

The Customer represents and warrants that Customer has removed all confidential, proprietary, sensitive or other non-public data from Service Offering hardware prior to Dell retaking possession as described in Section 5.10 of this Service Offering Description.   Customer may incur additional fees and expenses for any resulting additional time, materials, losses or damages incurred by Dell or its vendors or partners.

4.8   **Deployment Exclusions.** The deployment features of the APEX Service do not include the following:

- Any configuration of non-Dell provided equipment for the APEX Service;

- Installation, configuration, migration, or testing of VMs, hosts or other workloads;

- Any configuration of client computers;

- Configuration of client or VM networks;

- Any extra add-on options or services such as Disaster Recovery (DR) ; or

- Network topology or performance assessment.

5.   **Business Operations**.

5.1   **Pricing**. Pricing for the APEX Services subscription is based on configuration of the APEX System and the Subscription Term. Pricing may vary depending on Customer need and resulting configuration. For details on pricing, consult Customer's sales representative.   Enterprise license agreements may not be applied to the APEX Service.

5.2   **Billing**. Customer will be billed monthly for the APEX Service. Billing consists of a monthly Base Capacity charge and an OnDemand usage charge. A customer will be billed for the entire Base Capacity whether that entire Base Capacity is used or not. OnDemand usage will be billed based on the average TBs used above the Base Capacity over each hour of the month. Storing of encrypted and/or pre-compressed data, or any workloads which result in an aggregate data reduction ratio less than 2:1 for the APEX Block Services subscription, as determined by Dell, will be billed at 2.5x the effective rate.

5.3 **Subscription Term and Expansion.** The APEX Service is offered for a committed term subscription of either one (1) or three (3) years as identified in Customer's quote ("Subscription Term"). Customer's initial Subscription Term and charges for the subscription begin on the Activation Date. If Customer utilizes the APEX Service after deployment but prior to the Activation Date, this Service Offering Description and the APEX Agreement apply to Customer's use of the APEX Service. The APEX Service is not transferrable.

5.4 **Capacity Expansion**. If Customer desires additional capacity in excess of Base Capacity after the initial order ("Additional Capacity"), Customer may add Additional Capacity to the APEX Service during Customer's Subscription Term by placing an order for same at least three (3) months before the end of Customer's Subscription Term. The Subscription Term for the Additional Capacity will be co-terminus with that of the APEX Service to which it is being applied. Additional charges will apply for such Additional Capacity, and will begin on the Activation Date for such Additional Capacity. If Customer utilizes the Additional Capacity after Deployment but prior to the Activation Date, this APEX Service Offering Description and the APEX Agreement apply to the use of the Additional Capacity. If Customer desires Additional Capacity within three months of the end of the Customer's Subscription Term, Customer will contact Customer's sales representative to renew Customer's Subscription Term and order Additional Capacity.

5.5 **Notice and Renewal.** If Customer does not intend to use the APEX Service after the Subscription Term, Customer must provide Dell with written notice of Customer's intent to terminate no later than three (3) calendar months before the end of the then-current Subscription Term. Such notice must be received before the first day of the month to avoid additional costs. If Customer wishes to use the APEX Service after the Subscription Term, Customer may renew upon mutually-agreed upon pricing and terms. If Customer has not renewed its subscription, not purchased a new subscription, nor provided Dell with notice of Customer's intent to terminate the subscription, the APEX Service subscription will continue after Customer's initial Subscription Term on a monthly basis ("Monthly Renewal Term"). For the Monthly Renewal Term(s), Customer will be billed at the monthly rate which is different than the billable rate for longer subscription terms (to the extent permitted by local law), until Customer either renews its subscription, purchases a new subscription or cancels the Monthly Renewal Term(s). For additional information on the monthly rate, please contact your Account Representative. Customer may cancel the Monthly Renewal Term by providing Dell with at least three (3) calendar month's written notice of Customer's intent to terminate the Monthly Renewal Term.

5.6 **Suspension and Re-Enablement.** During the time Customer's access to and use of the APEX Service is suspended for any reason as provided in the APEX Agreement, Dell may require Customer to restrict access to the APEX Service. Dell will not support the APEX Service during the period of suspension. As provided in the APEX Agreement, re-enablement of Customer's access to the APEX Service will be initiated promptly upon resolution of the issues that led to suspension, and access to the APEX Service(s) may be restored. Failure to resolve the reason(s) attributable to Customer for suspension as provided in the APEX Agreement will result in termination of Customer's access to and use of the APEX Service.

5.7 **Termination of the APEX Service.** If Dell terminates Customer's access to the APEX Service then Customer: (a) will permanently lose Customer's access to the environments, (b) will no longer receive the APEX Services, (c) will have the environments and configurations deleted pursuant to Dell practices, and (d) all remaining committed charges will be accelerated and become due immediately. Notwithstanding the foregoing, if Customer wishes to extract Customer Content from the APEX Service (to the extent Customer has not already done so prior to termination of Customer's Subscription Term), Customer must notify Dell before Dell's authorized technician removes the APEX System from Customer's premises, and, subject to additional fees, Dell will assist Customer in extracting Content from the APEX Service. Customer will be responsible for all fees associated with Customer Content extraction. If Customer does not notify Dell before APEX System removal, then Dell will permanently delete Customer Content and it will not be recoverable Dell shall have no obligation nor liability for deleting Customer Content in accordance with this section.

5.8   **Cancellation.** Except to the extent otherwise required by applicable law**,** Customer cannot cancel or terminate the APEX Service prior to the expiration of the committed Subscription Term. Customer may stop using the APEX Service at any time, but Customer is liable for all remaining charges for the Subscription Term, regardless of whether Customer actually uses the APEX Service for the entire Subscription Term. There is no refund for any committed charges that Customer paid at the time Customer purchased the APEX Service, regardless of whether or not Customers actually uses the APEX Service for the entire Subscription Term. If Customer is on a Monthly Renewal Term (as defined in section 5.5 (Notice and Renewal)) , Customer may stop using the APEX Service at any time during the month, but Customer is obligated for monthly fees at the Monthly Renewal Rate until Customer provides Dell with written notice of Customer's intent to terminate the Monthly Renewal Terms for the APEX Service in accordance with Section 5.5 (Notice and Renewal).

5.9   **Decommission of APEX System.** If Customer has elected to terminate the APEX Service at the end of Customer's committed Subscription Term or Monthly Renewal Term(s), Customer will have thirty (30) days from the time Dell notifies Customer, or if no notice is provided, then thirty (30) days from the last day of the Subscription Term or Monthly Renewal Term(s), as applicable, within which to delete Customer Content from the APEX System. If the Subscription is terminated prior to the end of the term, Customer will have thirty (30) days from the time Dell notifies Customer of termination, within which to delete Customer's Content from the APEX System. At the end of the thirty (30) days, Dell's authorized technician will remove the APEX System from the Site. Pursuant to the Termination Section 5.7 (Termination of the APEX Service) above, if Customer has not deleted Customer Content from the system, it will be deleted by Dell.

5.10   **Retaking Possession of the APEX System.** Upon termination of the APEX Service, with notice to Customer and in accordance with local law, Dell or Dell's authorized technician may enter the Site to recover the APEX System. Customer is responsible for ensuring that Customer Content has been removed from the APEX System, within the time period specified in the Decommission Section 5.9 above. If the APEX Agreement or the APEX Service is terminated, Customer shall be responsible for the payment of the actual documented costs and reasonable attorney's fees incurred by Dell in retaking possession of the APEX System and/or seeking to recover amounts due and owing.

6. Country-Specific Terms and Conditions.

6.1   **United States of America.** Insert the following section at the end of Section 4.

> **4.9**   **U.S. Customers and HIPAA.** Dell hereby disclaims any and all liability for any restoration of Customer Content on the APEX Service (including on any that Customer provides on removable media). If Customer has operations in the United States or is otherwise subject to the US Health Insurance Portability and Accountability Act ("HIPAA"), Customer acknowledges that the APEX Service and the APEX Console are not designed or intended to be used for compliance with HIPAA. Customer represents and warrants that if Dell is provided access to the APEX System the system contains no Protected Health Information as defined in 45 C.F.R. Section 160.103 ("PHI").

6.2.   **Germany and Austria**.

> (1) The last sentence of Section 5.7 (Termination of the APEX Service) shall be replaced with:

>> If Customer does not notify Dell before APEX System removal, then Dell will permanently delete Customer Content and it will not be recoverable Dell shall have no obligation for deleting Customer Content in accordance with this section.

> (2) In Section 2 of Appendix A "Service Level Agreement (SLA) - APEX Data Storage Services" called "UPTIME SERVICE LEVEL COMMITMENT", the last sentence shall be changed to read:

>> Service Credits shall be offset against any claim for loss or damages.

Appendix A
Service Level Agreement (SLA)
APEX Data Storage Services
Dated as of December, 2021

1. **Introduction.** This Service Level Agreement for APEX Data Storage Services supplements the Service Offering Description for APEX Data Storage Services that govern the Services. This Section identifies the expected services levels for the Term and is subject to review upon renewal.

1.1 **Definitions.**

- **"Change and Maintenance Window"** means a coordinated timeframe for Dell to perform any technical changes or maintenance to the equipment or Services (i.e. patches, upgrades, refresh, third party vendor updates, etc.). Change and Maintenance Windows are typically scheduled at mutually agreed upon times. Otherwise, Dell will use commercially reasonable efforts to notify Customer with advance prior notice of planned Change and Maintenance Windows. Dell reserves the right to change the Change and Maintenance Windows period with advance prior notice to Customer; provided, however, Dell will make every effort to schedule maintenance, systems repairs, and systems upgrades during low utilization periods (typically nights, weekends and holiday periods) of the Services. Each Change and Maintenance Window will have a start time, maximum duration, and description of tasks to be performed.

- **"Downtime Minutes"** means the total number of minutes data is unavailable to any Customer system, excluding any actions needed on the Customer's part to access or consume the data, subject to Service Level Exclusions.

- **"Total Calendar Month Minutes"** means the actual minutes in the Gregorian calendar month.

- **"Measurement Period"** means a calendar month during which the Service Level is in force. No Service Level shall apply during the enablement phase of the Services.

- **"Activation Date"** means Service is available for customer to start provisioning storage (volumes, file systems, vVols, etc.) from the deployed storage infrastructure.

2. **Uptime Service Level Commitment.** While Customer is receiving the Service, the Service will be operational and available to Customer at least 99.99% of the time in any calendar month. The "Uptime Commitment" is measured as the extent to which the data within the Service is available for use. Service administration tools are not included in the Uptime Commitment. Customer may be entitled to a Service Credit if Dell does not satisfy the Uptime Commitment. Customer is responsible for initiating any claim for a Service Credit within thirty (30) days from distribution of availability report, and providing any documentation reasonably requested by Dell to be eligible to earn a Service Credit. Service Credits shall be Customer's exclusive remedy for not meeting the Uptime Commitment.

2.1 "Monthly Uptime Percentage" means Total Calendar Month Minutes minus the Downtime Minutes incurred during a calendar month, divided by Total Calendar Month Minutes, such product then multiplied by 100. And periods of unavailability for which Dell is not found responsible through an Incident Report will be added back to the Monthly Uptime Percentage prior to the execution of the calculation.

$$\text{Monthly Uptime Percentage} = \left(\frac{Total\ Calendar\ Month\ Minutes - Downtime\ Minutes}{Total\ Calendar\ Month\ Minutes} \right) x\ 100$$

2.2 "Service Credit" is calculated based on the formula below:

Monthly Uptime Percentage	Service Credit
<99.99%	10%
<99.95%	25%
<99.9%	100%

2.3 Application of Service Credits: Service Credits can only be applied to the total (monthly) invoice subsequent to the month in which the Service Credit was earned, and only on the affected APEX

System. In no event shall:

    a. Service Credits be applied to anything other than the APEX Service described in this schedule;

    b. Service Credits be combined with any other incentive or discount offered by Dell; and

    c. Customer be issued cash or a cash rebate in lieu of a credit, even if APEX Service is not being renewed.

3. **Third Party Performance.** In addition, with respect to Service Levels where the target is time-based, measurement time shall be suspended during periods when Dell is awaiting performance of functions by any party other than Dell that are necessary for Dell to complete the activities required by such Service Levels.

4. **Service Level Failures.**   Service Level targets are not met, Dell will, at its discretion, perform the following:

    a. Investigate, assemble and preserve pertinent information with respect to the Incidents or other factors which led to same;

    b. Execute a corrective action plan;

    c. Advise Customer, if necessary, of the status of remedial efforts being undertaken; and

    d. Take appropriate preventive measures to address reoccurrence.

5. **Service Level Exclusions.** The Service Level does not apply to any performance issues that resulted from:

    a. Occurrences outside the Services environment, or any other cause beyond Dell's control;

    b. Force majeure, suspension, or cancellation events;

    c. The acts or omissions of Customer or Customer affiliates, employees; subcontractors, representatives, agents, or Third-parties,

    d. Failure of Customer's or Third-Party equipment, environment or services, including any failure thereof;

    e. Customer's failure to take corrective actions reasonably requested and identified by Dell in writing to Customer as essential to maintain Service Levels;

    f. Infringement by Customer of Dell or a third party's intellectual property,

    g. Failure to meet Service Levels while under a business continuity or disaster recovery plan;

    h. An event caused by or attendant to an existing incident which the subject of Service Credits;

    i. Any action taken by Dell at the direction of Customer or within a Change and Maintenance Window; and

    j. Cybersecurity incidents related to Customer's failure to properly mitigate such issues through proper monitoring.

In addition, with respect to Service Levels where the target is time-based, measurement time shall be suspended during periods when Dell is awaiting performance of functions by any party other than Dell that are necessary for Dell to complete the activities required by such Service Levels.

6. **Incident Management**

6.1 "Incident" means an event, exclusive of cybersecurity events, which is not part of the standard operation of the APEX Service and which causes, or may cause, an interruption to, or a reduction in,

the quality of Services.

6.2 **"Response Time"** is measured as the time between the proper notification of an incident, and the incident acknowledged within the Dell service management system.

6.3 **"Notification of an Incident"** is time in an incident is opened in the Dell's incident tracking tool as noted by the tool.

Incident Level	Response Time	Service Window**
P1	Ticket acknowledged within 15 minutes	24x7x365
P2	Ticket acknowledged within 1 hour	24x7x365
P3	Ticket acknowledged within 4 Business Hours	8x5 Business Hours
P4	Ticket acknowledged within 8 Business Hours	8x5 Business Hours

**Business Hours/Days are Monday – Friday, 8:00am – 5:00pm, local data center time, excluding local holidays.

7.1 **Incident Level**

a. **P1 - Business Critical:** Customer is unable to operate or access, and the issue has a high financial impact. The issue represents production impact and/or significant features that are unavailable with no workaround

b. **P2 - Degraded Service:** Includes reduced quality of service without immediate business impact. The core functionality is affected substantially. The issue represents production impact and/or significant features that are available with a workaround

c. **P3 - Minimum Business Impact:** Limited impact causing minor inconvenience to customers, workaround available.

d. **P4 - General Issue:** Product questions, feature requests or desirable enhancement. No business impact.

8. **Problem Management – Incident Report.** The Incident Management process follows ITIL standards in which all incidents are closed with an explanation of the issue and how it was resolved. The Incident Report is a more in-depth analysis and is performed at Dells discretion and only for P1 incidents. Customer requests for an Incident Report against P2, P3, and P4 events must be approved by Dell.

If an Incident Report is deemed needed by the Dell, the Dell will produce the following information in the Incident Report:

a. Problem Description

b. Problem Scope

c. Probable Root Cause

9. **Customer Obligations.** Customer may not use the Services, Infrastructure or Related Software to offer services to multiple, unrelated persons, such as for outsourcing, service bureau, or other similar business operations unless specifically authorized by Dell in writing. Notwithstanding the foregoing, in the event Customer uses the Services or Related Software in a service provider capacity, Customer shall

remain directly liable to Dell for any breach of these terms resulting from Customer's end users or its customers violation of these terms.

Customer shall proactively notify Dell of any changes to the Site, networking, or relevant components that are connected the Service.

Customer shall, upon Dell's request:

a. make available to Dell, Customer technical personnel familiar with Customer's business requirements (primary and alternate designated technical personnel);

b. provide to Dell complete and accurate information regarding Customer's business requirements in respect of the Services;

c. respond within a reasonable timeframe (or if no time period is specified, within three (3) Business Days) to all requests for approvals, which approval shall not be unreasonably withheld or delayed, provided however approval shall be deemed to have been provided if Customer has not responded within the applicable time;

d. cooperate with Dell;

e. promptly notify Dell of any third-party claims or invalid or nonexistent licenses that may have an impact on this Offer Description or the Services;

f. give Dell personnel and its subcontractors access to the Customer locations to the extent reasonably necessary for them to perform the Services, including to effect the necessary adjustments, maintenance and repairs; and

g. perform all other obligations of Customer described in this Offer Description. Customer shall not act in a way that affects or impacts the Services, Infrastructure or Related Software without Dell's prior written approval.

Appendix B

Remote Access Agreement

APEX Data Storage Services

Dated as of December, 2021

This Remote Access Agreement for APEX Data Storage Services supplements the Service Offering Description for APEX Data Storage Services that govern the Services.

1.   Introduction. Network connectivity between the front-end hosted in Dell data centers and the "Dell Management Stack (MS)" in the customer locations. Secure Connection Gateway is required for the Services. Customer is responsible for internet services; Dell is responsible for MS equipment and management at Customer premise locations. Dell and Customer will cooperate to maintain the operational status of the network connection between the parties.

The network design for remote connectivity requires a highly secure protocol to be adhered to by both Dell and Customer. Customer must adhere to Dell's standard protocol configuration as advised during Service Enablement, and as updated by Dell from time to time at Dell's absolute discretion.

The customer shall ensure the network connection remains accessible on a 24x7x365 basis.

2.   Dell Management Stack (MS). The Dell Management Stack (MS) is a standardized set of product element tools that will reside on a customer's site in a segregated Management Workload Domain used to provide the following Managed Services functions:

A.   **Support Functions:** Configuration management, remote support, troubleshooting, COTS/3rd party integration, and ticketing automation using DELL Discovery Gateway

B.   **Telemetry data collection:**

  i.   Dell AIOps Gateway (GW) as the monitoring, event management, and alerting tool

  ii.   Dell Secure Connection Gateway to gather telemetry data from the product elements

  iii.   Discovery server to perform assets discovery

C.   **Connectivity functions:** Secure connectivity for transferring telemetry data between customer on-premises and management platform using standard protocols using DELL Secure Connection Gateway

D.   **Orchestration and control:** Running automation tasks against CMPS assets as defined in Dell Automation Gateway

E.   **API's or element managers:** API integrations between the product elements and the Dell AIOps GW and Secure Connection Gateway (SCG) will be setup to allow for direct configuration and policy management of the product elements.

F.   **Local intelligence:** Error detection, auto incident creation, and event deduplication and consolidation to prevent ticket storms.

3.   Establishing a Secure Network. Establishing a secure network ensures that data is secured and that only authorized users and devices can use it. This section states the prerequisites for the establishment of a secure connection with the Dell as well as for other management system communications.

Establishing proper connectivity is a critical first step to enable Dell to configure the Management Zone and establish the Services and the following describes exactly what must be provided to ensure the Services timeline can be met.

3.1   Secure Connection Gateway. The Secure Connection Gateway is a highly secure connection between Dell and the customer data center. Connectivity to the customer location will use API calls on ports 443 & 8443.

Establishing a Secure Connection Gateway ensures that data is secured and that only authorized users and devices can use it, proper connectivity is critical to enable Dell to configure the Management Zone and establish the Services.

The following must be provided for the services to work:

A. The gateway must be able to reach out on the internet and connect to the Dell backend system for registration and connectivity.

B. All required ports must be opened, between gateway and external environment for connectivity, refer to firewall and ports section for more details.

The Services that leverage the Dell Secure Connection Gateway are as follows:

A. Telemetry: By default, Secure Connection Gateway collects and sends device telemetry from all connected devices, the device telemetry is collected based on the predefined day and time.

    i. It also collects telemetry automatically from a device when a support case is created for an issue with the device.

B. Monitoring: The Secure Connection Gateway monitors the connected devices for any hardware issue and sends the alert back to Dell for support.

C. Remote Access. The Secure Connection Gateway has remote access capabilities, it allows the support team to connect securely to the end device for troubleshooting and remediation.

    i. Remote access is also used to connect and initiate automation workflow to automation VM in MS stack, this is an automated process that gets triggered when users request anything from the APEX Console.

3.2 <u>Dell AIOps Gateway.</u> The Dell AIOps Gateway is a comprehensive SaaS platform for IT operations management that helps modern IT teams control hybrid IT operations with a digital operations command center.

The Dell AIOps Gateway is a virtual appliance to discover and monitor devices like virtual machines and hypervisor-based infrastructure, network elements (switches, routers, firewalls), and storage.

The following must be provided for the services to work:

A. The gateway must be able to reach out on the internet and connect to the SaaS backend system for registration and connectivity.

B. Gateway uses a secure TLS 1.2 connection to communicate and send data back to the SaaS platform, it must be allowed on the network for the gateway to work

C. All required ports must be opened, between gateway and customer environment for external connectivity, refer to the firewall and ports section for more details.

The Services that leverage the Dell AIOps Gateway are as follows:

A. Discovery: Discover the resources on registered devices.

B. Monitoring: The goal of monitoring is to assess the availability and performance of managed resources. This is done by collecting, storing, and evaluating resource metrics.

C. Event Management: Events are activities of operational significance that occur on a monitored resource. Examples of events include:

    a. Hardware failures

    b. Server CPU utilization thresholds exceeded

    c. Application failures

    d. Configuration change

D. Automation: Automatically act on resource faults, remediating issues in response to events, or performing routine maintenance tasks.

E. Access controls: Access controls provide a mechanism for authorizing user access to the platform and authenticating users.

3.3 **Discovery Server.** The Discovery Server is used to discover existing and ongoing provisioning resources. That data is made available for end-user to request or perform other available actions to the provisioning resources through the SaaS portal.

4. **Security at Customer Site.** The Dell Management Stack is deployed with the solution at the Customer site. The firewall rules are explicitly allowed on a required basis and with traffic justification.

All access to and from the management zone is controlled via firewall rules or ACLs. The exact components at the Customer site will depend on the information provided by the Customer. Key inputs from the Customer provide details on the low-level design including the communication ports used.

Only authorized team members can connect or view the notification from system, all communications are bilaterally authenticated with RSA digital certificates.

5. **Firewall and Port Requirements**

5.1 Dell Security Server Ports

5.1.1 Tenable

Purpose	From	To	Protocol/Port	Traffic Domain
Connect to SaaS Portal	Management Stack	cloud.tenable.com	TCP/ 443	Outbound

5.1.2 EDR
Carbon Black Firewall Requirements (AWS Cloud):

Purpose	From	To	Protocol/Port	Traffic Domain
CB Device Services	Management Stack	dev-prod05.conferdeploy.net	TCP/443	Outbound
CB Content Management	Management Stack	content.carbonblack.io	TCP/443	Outbound
AV Definition Update Server	Management Stack	updates2.cdc.carbonblack.io**	TCP/443	Outbound
Online Certificate Status Protocol (OCSP)	Management Stack	ocsp.godaddy.com	TCP/80	Outbound
Certificate Revocation List (CRL)	Management Stack	crl.godaddy.com	TCP/80	Outbound

Notes:

   A. The Endpoint Standard Sensor relies on the Operating System for dynamic proxy detection.
   B. Some third party products (e.g. McAfee EPO Gateway) may attempt to validate the Carbon Black Cloud server certificate and terminate the connection due to a name mismatch between the certificate issued to the Carbon Black Cloud Login URL and Service that the Endpoint Standard Sensor is connected to. In this event of this situation, the third party must be configured to not validate the domain certificate.
   C. Although TCP requires bi-directional/full duplex communications, only outbound traffic to the above domains is required from the sensor's perspective (the sensor initiates the TCP handshake), as the perimeter stateful firewall should perform NAT and route traffic accordingly.

D. To determine whether the agent is "onsite" or "offsite" the sensor sends a ICMP echo to see if each DNS suffix address is reachable. In this case you may observe outbound connections to your Domain Controllers from the Sensor Service (RepMgr).

5.1.4 Anti-Virus

Purpose	From	To	Protocol/Port	Traffic Domain
McAfee Management Services (MVision)	Management Stack	*.mvision.mcafee.com	TCP/ 443	Outbound

Note: Port 80 is used for daily definition file updates (DAT/AMCORE)

5.2 Dell Discovery Server Ports

Purpose	From	To	Protocol/Port	Traffic Domain
Connect to SaaS Portal	Dell Discovery Server	SaaS Portal	TCP/ 443	Outbound

5.3 Dell Secure Connection Gateway Ports

Purpose	From	To	Protocol/Port	Traffic Domain
Connect to Dell SRS Backend	DELL Secure Gateway	Dell SRS Backend	TCP/ 443, 8443	Outbound

5.4 Dell AIOps Gateway Ports

Purpose	From	To	Protocol/Port	Traffic Domain
Connect to Dell AIOps SaaS using the public IP address	Collector Server/s	Dell AIOps SaaS	TCP/ 443	Outbound

5.5 General Port requirements for all VMs

The customer must provide NTP, DNS and SMTP servers to enable these services. Dell will rely on Customer's NTP, DNS and SMTP.

Purpose	From	To	Protocol/Port	Traffic Domain
NTP	All Dell Management VMs	Customer NTP servers	UDP 123	Outbound
DNS	All Dell Management VMs	Customer DNS servers	TCP/UDP 53	Outbound
HTTP/HTTPS	All Dell Management VMs	HTTP/HTTPS site for support	TCP 80, 443	Outbound
Troubleshooting	All Dell Management VMs	https://ftp.emc.com	TCP 443	Outbound
SMTP	Dell File and Block Storage System	Customer SMTP servers	TCP 25	Outbound

Appendix C

Roles and Responsibilities (RACI)

APEX Data Storage Services

Dated as of December, 2021

1.   Introduction. This RACI for APEX Data Storage Services supplements the Service Offering Description for APEX Data Storage Services which governs the Service.

The tasks to be performed for the Services are shown in the Section tables and subject to the following roles and responsibilities (RACI):

- **Responsible**: The party who owns and performs the task, function or deliverable described.

- **Accountable**: The person, who is ultimately answerable for the activity or decision and approves or signs-off on work before it takes effect.

- **Consulted**: The party, who reviews output or progress necessary to complete the task, function or deliverable prior to a final decision or action. When Dell is "Consulted," Dell may charge Customer on a time and materials basis for its resources used to consult.

- **Informed**: The party, who needs to be notified of results, completion or deliverable after the action is taken.

2.   General Services. The purpose of the Services described in this Section is to coordinate and carry out the activities and processes required to deliver the Services. Dell is responsible for the ongoing management of the technology used to deliver the Services.

Dell's "Cross Competency Services" are structured in three (3) levels by separating daily operational duties from management and executive responsibilities. The subsections below define the roles and responsibilities for each of these levels.

2.1   General Services – Operational Level. The table below indicates roles and responsibilities routinely performed by the Customer's and Dell's operational personnel.

Operational Level Tasks	Dell	Customer
EVENT MONITORING		
Monitor 24x7 controlled environments (alerts, thresholds, trend analysis)	RA	I
Review/evaluate (non-auto) incoming alerts and perform system health checks	RA	I
Maintain technical and operational procedures and work instructions	RA	N/A
INCIDENT MANAGEMENT		
Ticket, qualify and manage Incident through the Dell service management ticket portal	RA	CI
Track call resolution (dispatch, assignment, status) to closure/resolution, including third–party interface	RA	CI
Maintain technical and operational procedures and work instructions	RA	N/A
Security incident management	I	RA
PROBLEM MANAGEMENT		
Provide Incident Report for Dell-owned problems	RA	CI
Maintain technical and operational procedures and work instructions	RA	I

CHANGE MANAGEMENT		
Provide Customer access to view change records	RA	I
Initiate change requests through change control process within the Dell Service Management Ticket Portal	RA	I
Select fixed monthly change / maintenance window for system updates.	CI	RA
Request capacity addition and/or removal within the Dell portal	I	RA
Implement Dell responsible approved changes	RA	I
Perform system changes to resolve Incident(s)	RA	I
Coordinate and support software and code upgrades	RA	I
Maintain technical and operational procedures and work instructions	RA	N/A
SECURITY OPERATIONS (Dell Management Stack)		
Implement and maintain Dell hardening strategy and controls	RA	I
Access Management		
Manage access to Dell-controlled environment and update passwords per Dell security requirements	RA	N/A
Maintain technical and operational procedures and work instructions	RA	N/A
Remote Connectivity	CI	RA

3.   Cross Competency Services - Management Level. The table in this Section indicates roles and responsibilities performed by the Customer's and Dell's management personnel. These tasks are typically performed on a weekly or monthly cadence unless otherwise noted for extraordinary circumstances.

Management Level Tasks	Dell	Customer
CAPACITY MANAGEMENT		
Maintain Customer-owned capacity management processes and policies	I	RA
Provide capacity management reports via CloudIQ	RA	I
Upgrade and increase capacity based on demand and Customer-provided forecast usage into the customer environment	RA	CI
Provide capacity forecasts of at least six-months based on business needs to Dell	CI	RA
Maintain technical and operational procedures and work instructions	RA	I
CONTINUOUS IMPROVEMENT		

Review alerts, thresholds and product/code changes for each new product update	RA	I
Recommend any changes for alerts, thresholds, technical and process procedures, and standard configurations	RA	I
Review published DTA, DSA and FCO notifications	RA	I
Assess impact and recommend any changes/upgrades based on DTA, DSA and FCO notifications	RA	I
ACCOUNT MANAGEMENT		
Establish Customer governance model	RA	CI
Provide ongoing focus on service performance and delivery accomplishments	RA	I
Provide oversight of end–to–end environment code currency and security patching per service requirements	RA	I
Provide primary Customer POC for any service inquiries, Incident notifications and support requests	RA	CI
Provide ongoing management and mitigation of risks, issues, escalations, and disputes	RA	CI
SERVICE MANAGEMENT		
Performance Management		
Ticket Queue Management - Incidents/ changes/requests monitored, escalated, and updates completed	RA	I
Performance Dashboard with - Incidents/ changes/requests status presented in Dell Service Management Portal	RA	I
Escalation Management - Issues managed to resolution and status reported	RA	I
Monthly Service Performance Target Report with – Incidents, changes, requests presented in Dell Service Management Portal	RA	I
Incident Management	**RA**	**I**
Technical/leader bridge calls managed, and status reported	RA	I
Service Restored - Analyzed/tested/implemented and status reported in Dell Service Management Portal	RA	I
Problem Management		
Incident Report published (Sev1 at Dell's discretion)	RA	I
Corrective action items tracked to completion	RA	I
Change Management		

Assess risk, prioritize, and schedule change requests and status viewable in Dell Service Management Portal	RA	I
Changes coordinated/completed and status viewable in Dell Service Management Portal	RA	I
Request Management		
Analyze requests/associated scheduled change requests and status viewable in Dell Service Management Portal	RA	I
Request activities coordinated/fulfilled and status viewable in Dell Service Management Portal	RA	I
SERVICE MANAGEMENT TICKETING PORTAL		
Service Management Ticketing Portal		
Provision, manage and troubleshoot account in the Dell Service Management Ticket Portal	RA	I
Execute operational monitoring and reporting	RA	I
Service Management Ticketing Portal | Self-service Capability		
Add, modify/remove customer accounts after initial delivery of owner account	RA	CI
Add, modify/remove user accounts after initial delivery of owner account	CI	RA
Service Management Ticketing Portal| Supplementary Capabilities		
Provide self-service user training	RA	CI
Provision, manage and troubleshoot single sign-on integration	RA	I

4.   Deployment Services – Host/ Block Volume / File Share Configuration. During the initial install, Dell will connect up to four (4) hosts and provision up to five (5) block volumes for APEX Block Services, and provision up to five (5) file shares for APEX File Services. Customers are responsible for connecting and configuring additional hosts, file shares or block volumes as needed.

5.   Audit and Compliance. Dell will maintain evidence of access to the system that can be provided upon request.   Except to the extent otherwise required under applicable law, all other records, audit or compliance management or requirements are the sole responsibility of the Customer.

6.   Managed Services for Storage. Dell offers a managed service, which provides Customer assistance in the management of current storage technologies. This includes proactive monitoring and management within the limitations of the infrastructure technology. Customer maintains the sole access to the data stored on the storage technology.

7. **Block-File Service.** This service consists of support in the following area:

- **Tenant storage** – The Services are based on a model for operation of the block and includes core storage infrastructure operations management.

- **The RACI matrix for this use case by technology:**

Block-File System Service	Dell	Customer
Coordinate the install and post-install of new array to make production ready	RA	CI
Site readiness (power, HVAC, network and space)	CI	RA
Access verification - CCP, Cloud IQ, System UI, and Dell portal	RA	CI
Configure (create) protection policies	RA	CI
Access support assist	RA	CI
D@RE encryption key backups	RA	CI
Coordinate and support code upgrades (NDU)	RA	CI
Configuration settings page (e.g., changing DNS server)	RA	CI
Coordinate the install and post-install of new array to make production ready, cluster install/deploy	RA	CI
Gather support materials (from GUI)	RA	CI
Add/remove/evacuate an appliance (from GUI)	RA	CI
Power down a cluster / appliance	RA	CI
SSH management	RA	CI
Configure CHAP	RA	CI
Initial vCenter setup	RA	CI
Show/make available audit events	RA	I
Block		
View alerts and jobs (and acknowledge/unacknowledged)	CI	RA
Full vCenter control (api/rest/vcenter GET/POST/PATCH/DELETE operations)	CI	RA
Add a host / host group, expand host group (add additional hosts)	CI	RA
Create volumes, manual snapshot and create/refresh clones	CI	RA
Delete volume (independent of snapshots)	CI	RA
Delete Volume & thin clones & snapshots	CI	RA

Decommission hosts / delete host groups	CI	RA
Create/delete volume group	CI	RA
Unmap Volumes from host	CI	RA
Provide/change logical unit number	CI	RA
Apply protection (snaps, replication) policies	CI	RA
Set volume performance policy	CI	RA
Modify volume (name, description)	CI	RA
Expand volume size	CI	RA
Map volumes to host/host groups	CI	RA
Create and expand host / host groups	CI	RA
Add/Remove objects from the Watchlist	CI	RA
Change protection polices (on volumes/VGs)	CI	RA
Modify performance policy for a volume	CI	RA
Restore volumes/VGs from snapshots	CI	RA
Migrate volumes	RA	CI
Set up remote systems for replication, import	RA	CI
Sync / failover replication	RA	CI
Modify storage protection policy	RA	CI
CLI Access	RA	I
File		
Delete the file system, clones and snapshots	CI	RA
Apply protection policies	CI	RA
Create file systems and configure options, snapshot and clones	CI	RA
Create NFS export	CI	RA
Create SMB share	CI	RA
Remove share/export	CI	RA
Create/modify quotas - also part of the create export/share task	CI	RA
Modify share/export host access + other parameters	CI	RA
Expand file system	CI	RA

Shrink file system	CI	RA
Restore, create, modify, refresh snapshot	CI	RA
Modify NAS server	RA	CI
Move NAS server	RA	CI
Configure Kerberos	RA	CI
Configure anti-virus - part of initial deployment (optional)	RA	CI
Configure NDMP backup - part of initial deployment (optional)	RA	CI
MMC snap-in configuration - part of initial deployment (optional)	RA	CI
User mapping	RA	CI
Active Directory, LDAP, NIS (user access) Management – Part of initial deployment	RA	CI
Create NAS server - Done as part of deployment (not in factory)	RA	CI
Delete NAS server	RA	CI
FTP/SFTP setup	RA	CI
File Interface – CRUD	RA	CI
Fabric (for Dell-Installed Switches)	**Dell**	**Customer**
Coordinate install and post-install of new switch to make production ready	RA	RA
Manage switch fabric administration	RA	RA
Create and modify zones and zonesets	RA	RA
Configure switch backup and restore	RA	I
Schedule and coordinate switch code upgrades	RA	CI

8.   **Scale-out NAS Base System Service.** This service consists of support in the following area:

- **Tenant storage** – The Services are based on a model for operation of the scale out NAS and includes core storage infrastructure operations management.

- **The RACI matrix for this use case by technology:**

NAS Base System Service	Dell	Customer
Coordinate install and post-install of new cluster to make production ready	RA	CI
Site readiness (Power, HVAC, Network and space)	CI	RA
Access verification - CCP, Cloud IQ, System UI, and DTMS Portal	RA	CI

NAS System Service	Dell	Customer
CRUD SMB shares	CI	RA
CRUD NFS exports	CI	RA
Setup NFS aliases	CI	RA
Edit HDFS settings	CI	RA
Set HDFS Ranger plugin settings	CI	RA
Create proxy users	CI	RA
CRUD snapshots	CI	RA
Schedule snapshots	CI	RA
View SyncIQ jobs/reports summary	CI	RA
CRUD SyncIQ policies	CI	RA
View SyncIQ data replication reports	CI	RA
View summary	CI	RA
CRUD pool tiering policies for files	CI	RA
CRUD quotas	CI	RA
View quota reports	CI	RA
Schedule quota reports	CI	RA
Manage notifications and rules	CI	RA
CRUD directories and set permissions	CI	RA
Create allow/deny file filters	CI	RA
Manage users, groups	CI	RA
Manage antivirus	CI	RA
Edit default share settings	RA	CI
Edit SMB server settings	RA	CI
Edit Export settings	RA	CI
Edit Global settings	RA	CI
Edit Zone Settings	RA	CI
Create virtual racks	RA	CI
Edit FTP settings	RA	CI

Edit HTTP settings	RA	CI
Edit SnapshotIQ settings	RA	CI
View SyncIQ targets on local cluster	RA	CI
Configure SyncIQ throttling rules	RA	CI
Edit SyncIQ settings	RA	CI
Configure/manage NDMP	RA	CI
Configure antivirus	RA	CI
Create local storage pools	RA	CI
Create Cloud storage pools	RA	CI
Edit SmartPools settings	RA	CI
Edit CloudPPools settings	RA	CI
Edit settings and view summary	RA	CI
Config SmartLock (create WORM domains)	RA	CI
HW and network config	RA	CI
SW patch and firmware upgrade	RA	CI
Licensing	RA	CI
Events and alerts	RA	CI
Diagnostics	RA	CI
Configure auditing	RA	CI
Jobs scheduling and management	RA	CI
Load balancing with SmartConnect	RA	CI
View cluster and node status	RA	CI
Access support	RA	CI
View permissions	RA	CI
CRUD Isilon access zones	RA	CI
Manage authentication Dells	RA	CI
Manage roles	RA	CI
Edit ACL policy settings	RA	CI
Edit global Service Dell settings	RA	CI

Appendix D
Deployment Terms
APEX Data Storage Services
Dated as of December, 2021

1. **Introduction.** These Deployment Terms for APEX Storage Services supplements the Service Offering Description for APEX Storage Services that governs the Services.

1.1 **Overall Scope.** The deployment features include:

1. Rack installation
2. Shipping and delivery of the integrated rack
3. Asset Return

1.2 **Rack Integration.**

A. Summary of Rack Installation: The objective is to provide for the planning, coordination, physical installation, cabling and labeling (Ethernet/Infiniband/Power cables per unit), power-up test, and configuration of the Service Offering into the data center. After completion, Dell will provide a document that includes rack name, and U-location of the Service Offering ("Rack Configuration Document"). Dell will then ship and deliver the fully populated Service Offering to Customer's Service Location. Delivery includes inside delivery at the Service Location.

B. Validation & Configuration:

1. Perform hardware health check (i.e. amber lights or failed parts)
2. Check/Flash BIOS, BMC, FCB/FT firmware
3. Apply asset tagging
4. Set raid arrays
5. Network topology testing (i.e. cable speed test)
6. Electronically verify elevation per rack design
7. Capture/Create MAC address report

C. Shipping of the integrated rack:

1. Fully inspect rack. Package rack in corner board and wrap shipping solution for final delivery to include the shock pallet (pallet with high density foam).
2. Load rack on an "air ride" truck with hand jack, secure with load locks and ship to Customer's Service Location.

D. Delivery of the integrated rack

1. Upon arrival at Customer's Service Location, Dell will unload the packaged rack from the truck, un-package, de-palletize the rack from the shock pallet, and move the rack into a final position in the data center.

   a. Does not include structural modification of the data center rack, positioning into elevated shelf or flooring inside the data center or permanently attaching rack to existing structures (bolting).

   b. Does not include down stack, moving and/or removal of existing hardware or obstacles to accommodate delivery area limitations.

   c. Logistics carrier will leave Service Location after delivery, and any further review or assessment by Customer of the Service Offering will be coordinated with Dell directly.

2. Dell will dispose of all packaging materials. This includes removal of the shipping solution upon the carrier's departure from the Customer's Service Location.

E. Rack Installation Completion. Customer will acknowledge by signing the Bill of Lading (BOL) or manifest forms of Dell's carrier.

F. Other Provisions

1. Dell may perform all or part of the rack integration services off-site at a Dell's or other location.
2. From time to time, Dell may change the location where Services are performed and/or the party performing the Services; provided however, Dell shall remain responsible to Customer for the delivery of the Service Offering.

1.4 Asset Return.

A. Definitions and Terms: As used in this Appendix D, the following definitions will apply:

1. "Dell's Logistics Service Provider" means the logistics Dell acting on instructions from Dell.
2. "Serial Number" means the unique identifier assigned to a unit of Service Offering hardware by the manufacturer.
3. "Service Offering hardware" means the hardware provided by Dell for the Service Offering.
4. "Shipping Document" means Dell's Logistics Dells waybill, bill of lading or piece count documentation.
5. "Site" will mean the Service Location or other location, as agreed by Customer and Dell for Service Offering asset recovery.

B. Scheduling

1. **Scheduling Pick up.** Dell will assign Dell's Logistics Dell for pick up and return of Service Offering hardware. Dell's Logistics Dell will contact the Customer to confirm the unit count of Service Offering hardware and schedule for pick up at the Site. Pick up will occur at a mutually agreeable date during local business hours, Monday – Friday 8:00am to 5:00pm (local time). This is typically three business days after the date of contact, but no later than 30 days from the end of the Subscription Term or Monthly Renewal Term(s), as applicable.

2. **Changes/Cancellations.** Customer must provide two (2) business days' notice prior to the scheduled date for Asset Return or may incur additional fees.

C. Pick Up and Return to Dell: Dell's Logistics Provider shall:

1. Upon arrival, contact the Customer's site representative and proceed to the pick-up Site;

2. Record a unique serial number / service tag number for each unit of Service Offering hardware and record the number of units of Service Offering hardware being removed from the Site;

3. Bulk package the Service Offering hardware using pallets, slip sheets and shrink wrap (Note: the Service Offering hardware will not be individually boxed – see Customer Responsibilities);

4. Provide Customer with a Shipping Document for signature before leaving the Site.

D. Asset Return Customer Responsibilities

1. **General.** THE CUSTOMER SHALL BACKUP ANY DATA THE CUSTOMER DESIRES TO RETAIN PRIOR TO APEX SYSTEM BEING MADE AVAILABLE TO DELL. Dell does not perform restoration of any data or software from the APEX SYSTEM.

2. **Pick Up.** Prior to pick up of the Service Offering hardware, the Customer shall:

    a. Have contacted Dell or their Customer Service Manager for appropriate approval/return authorization

    b. Declare, at time of pick-up scheduling, any Site access issues, security restrictions, union labor requests, certificate of insurance requirements, dock restrictions or time restrictions;

    c. Remove all confidential, proprietary, sensitive or other non-public data and any third-party software not included in Section 1 of the Service Offering Description from any and all Service Offering hardware;

    d. Uninstall seismic bolt, if it is installed, from rack;

    e. Take APEX System off network and power down the Service Offering hardware to be removed;

    f. Remove from Service Offering hardware and retain all loose data storage media;

    g. Verify Service Offering hardware contains only computer hardware and no other products such as appliances, office equipment, biohazard waste, biohazard equipment, materials, packaging or boxes;

    h. Verify Service Offering hardware is complete and properly assembled as the value for Service Offering hardware that has been disassembled (for example, hard drives, memory or batteries missing from the system) may be reduced or eliminated;

    i. Decommission the APEX System hardware and clearly segregate such Service Offering hardware from equipment not for pick up; and

    j. Provide a Site representative to direct Dell's Logistics Dell to the Service Offering hardware to ensure correct equipment is removed by Dell's Logistics Service Provider.