

### Introduction

Dell Technologies<sup>1</sup> is pleased to provide Dell EMC Anytime Upgrade Service in accordance with this Service Description (“Service Description”). Your quote, order form or other mutually-agreed upon form of invoice or order acknowledgment (as applicable, the “Order Form”) will include the name of the service(s) and available service options that you purchased. For additional assistance or to request a copy of your service contract(s), contact Dell Technical Support or your sales representative.

### The Scope of Your Service Agreement

#### Anytime Upgrade Service

Anytime Upgrade Service is available on select Dell EMC PowerStore products (“**Supported Products**”) that are sold as part of a Dell Technologies designed or recommended solution. This service includes the customer’s choice of:

- **Standard option SKU:** a one-time upgrade of a pair of nodes within the Supported PowerStore appliance base enclosure to the next generation (N + 1) nodes as determined by Dell Technologies in its sole discretion; or
- **Select option SKU:** a one-time upgrade that is either
  - 1) a one-time upgrade of a pair of nodes within the Supported PowerStore appliance base enclosure to one model higher of the next generation (N+1) nodes as determined by Dell Technologies in its sole discretion; or
  - 2) a discount of substantially similar value on purchases of Dell EMC Products as determined by Dell Technologies in its sole discretion to facilitate the addition of another similar model PowerStore appliance as determined by Dell Technologies in its sole discretion within the same cluster as the Supported Product (“**Scale-out Purchase**”). A minimum capacity purchase may be required receive the discount for the Scale-out Purchase and in no event will the discount for the Scale-out Purchase result in a refund to Customer.
- Entitlement to installation and co-terminus support coverage for the upgraded node pair within the Supported Product is provided with these Services for either the Standard option SKU or the Select option SKU for the upgrade pair of nodes to one model higher of the next generation option.

#### Additional Terms

The Services are not available until 180 days after the invoice date of the Supported Product, and must be used within the 3-, 4- or 5-year term of the Services that was purchased with the Supported Product.

The Services may not be used until the applicable, corresponding upgrade is made available by Dell Technologies. The corresponding upgrade options will be determined by Dell Technologies in its sole discretion.

The Service is not transferable to any other units or third parties and is only available for the Supported Product that is associated with the Service at the time the Supported Product is purchased.

Prior to performing the node pair upgrade or scale out, Dell Technologies may require that the Supported Product configuration meet certain technical or other prerequisites as specified by Dell Technologies, such as meeting a specified OS or firmware level, or replacing any components for which end of life (EOL) has already been communicated.

The Service is an entitlement to an upgrade of a pair of nodes within the Supported PowerStore appliance base or substantially similar value as a discount on the purchase of another similar model PowerStore appliance, and other hardware (such as chassis, power supplies, IO cards, etc.) may be required to be purchased separately in order to deploy the node pair upgrade, or to scale out with the addition of another similar model of PowerStore appliance within the same cluster as a Supported Product that is entitled to the Service.

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<sup>1</sup> “Dell Technologies”, as used in this document, means the applicable Dell sales entity (“Dell”) specified on your Dell Order Form and the applicable EMC sales entity (“EMC”) specified on your EMC Order Form. The use of “Dell Technologies” in this document does not indicate a change to the legal name of the Dell or EMC entity with whom you have dealt.



Separate deployment service contracts, support service contracts and/or other service contracts may also be required to incorporate such separate hardware purchases with the Supported Product and to deploy the upgraded pair of nodes, or to scale out with the addition of another similar model PowerStore appliance within the same cluster as a Supported Product that is entitled to the Service.

Dell Technologies reserves the right to elect not to renew the Anytime Upgrade Service if Customer fails to use the Service during the original term of the corresponding service that was originally purchased with the Supported Product(s).

Dell Technologies may declare end of the Service life and refuse to sell any new Anytime Upgrade Service entitlement with respect to future Supported Product purchases at any time.

Dell Technologies may, from time to time, modify the terms of the Anytime Upgrade Service set forth in this Service description. If Dell Technologies makes modifications that have a material impact to the Customer, the existing Anytime Upgrade Service will continue to be governed by the terms in effect immediately prior to such modification until the expiration of the current coterminous support coverage period.

### **Customer Responsibilities**

In addition to other responsibilities outlined in this Service description, or otherwise communicated by Dell Technologies, the Customer shall:

- Migrate data from any storage media devices for which Dell Technologies has announced EOL, or have less than 5% of usable life remaining, or are not supported by the upgraded node pair prior to undergoing the node pair upgrade. In addition to the data migration, this may also require purchasing new media devices, power supplies, IO modules or other hardware, services and associated support. Pay any applicable taxes and shipping charges for the hardware provided by Dell Technologies, payable at the time of the node pair upgrade for the Supported Product or the scale out option. These charges cannot be paid in advance.
- Take receipt of the hardware and scheduling installation within 60 days of receiving the hardware.
- Meet all technical prerequisites or Customer responsibilities required for successful execution of the node pair upgrade or scale out option as set forth in this service description and/or communicated by Dell Technologies prior to installation of the upgrade or scale out. If the Customer fails to do so, Dell Technologies is under no obligation to provide installation of the upgrade or scale out appliance.
- Ensure that all data sanitization and disposition of the original/existing node pair in compliance with applicable law. Dell Technologies is under no obligation to accept returns from Customer of original/existing nodes when this Service is consumed by Customer. Dell Technologies offers separate services that provide data sanitization and asset disposition for an additional fee. Dell will have no liability for any data left on original/existing nodes by Customer. The original/existing node pair cannot be resold to a third party or reused in another system and must be routed for disposition. Upon replacement of the original/existing node pair when this Service is consumed, any previously applicable ProSupport services for the original/existing node pair are terminated.

### **Termination**

Customer may not cancel the Anytime Upgrade Service prior to the end of the coverage term. Also, if Customer cancels the underlying ProSupport Enterprise Suite support services prior to the end of the coverage term, then the Anytime Upgrade Service will automatically terminate, and Customer will not be eligible for any refund from the Anytime Upgrade Service.

When, due to technical or design limitations or upcoming EOL for eligible configurations, it is not feasible for Dell Technologies to deliver to the Customer an Anytime Upgrade as described in this Service Description, Dell Technologies reserves the right to terminate the Anytime Upgrade Service and will provide a refund in the form of a credit for a future purchase of Dell Technologies Products or Services.