



## Service Description

---

### Dell Anytime Upgrade Service

#### Introduction

Dell Technologies is pleased to provide Dell 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 This Service

Anytime Upgrade Service is available on select Dell 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 the following Anytime Upgrade options based on PowerStore model:

**Gen 1 Option SKU:** a one-time option where supported for PowerStore models 1000T, 3000T, 5000T, 7000T & 9000T:

- **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 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 to 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

---

<sup>1</sup> “Dell Technologies”, as used in this document, means the applicable Dell sales entity (“Dell”) specified on your Dell 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.

Select option SKU for the upgrade pair of nodes to one model higher of the next generation option.

**Gen 2 Option SKU:** a one-time option where supported for PowerStore models 500T, 1200T, 3200T, 5200T, & 9200T:

- **Higher Model In-Family Upgrade** - One-time upgrade of a pair of nodes, within the same generation Supported PowerStore appliance base enclosure to the next higher model nodes, where available and as determined by Dell Technologies in its sole discretion; or
  - Entitlement to installation and co-terminus support coverage for the upgraded node pair within the Supported Product is provided with these Services for the Select option SKU for the upgrade pair of nodes to one model higher same generation option.
- **Next-Gen Appliance** - One-time addition of a next generation Supported PowerStore appliance, consisting of base enclosure, nodes, and hardware IO modules, within the same cluster as the Supported Product. ProSupport and storage capacity purchase required. Where available and as determined by Dell Technologies in its sole discretion; or
  - Entitlement to installation coverage for the added appliance within the Supported Product is provided with these Services for the Select option SKU.
- **Scale-out Discount** - A discount of substantially similar value on purchases of Dell 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 is required to 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.

## Additional Terms

- Anytime Upgrade contracts must be redeemed in the country from which they were purchased, even if the covered appliance has been moved to the second country.
- 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 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 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, appliance addition 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,

---

<sup>1</sup> “Dell Technologies”, as used in this document, means the applicable Dell sales entity (“Dell”) specified on your Dell 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.

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.

- 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.

## Exclusions

**For the avoidance of doubt, the following activities and items are not included in the scope of the Service:**

- Any entitlements, services, tasks, or activities other than those specifically noted in this Service Description.
- Deployment of any additional hardware, software, or licenses.
- This Service Description does not confer on Customer any warranties which are in addition to the warranties provided under the terms of your master services agreement or Agreement, as defined below, as applicable.

## Offer-Specific Customer Responsibilities

**In addition to other responsibilities outlined in this Service description, or otherwise communicated by Dell Technologies, 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.

---

<sup>1</sup> "Dell Technologies", as used in this document, means the applicable Dell sales entity ("Dell") specified on your Dell 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.

- Pay any applicable taxes and shipping charges for the hardware provided by Dell Technologies, payable at the time of the Controller Upgrade for the Supported Product. These charges cannot be paid in advance.
- Complete the installation within 60 days of Dell shipping the hardware.
- Meet all technical prerequisites or Customer responsibilities required for successful execution of the node pair in-family upgrade, next-gen appliance add 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.

## Limitations

Unless otherwise required by applicable local laws, DELL TECHNOLOGIES WILL HAVE NO LIABILITY UNDER THIS SERVICE DESCRIPTION FOR:

- ANY OF YOUR CONFIDENTIAL, PROPRIETARY OR PERSONAL INFORMATION;
- LOST OR CORRUPTED DATA, PROGRAMS OR SOFTWARE;
- DAMAGED OR LOST REMOVABLE MEDIA;
- THE LOSS OF USE OF A SYSTEM OR NETWORK; AND/OR
- FOR ANY ACTS OR OMISSIONS, INCLUDING NEGLIGENCE, BY DELL TECHNOLOGIES SERVICES OR A THIRD-PARTY SERVICE PROVIDER.

## Terms & Conditions

This Service Description is entered between you, the customer ("you" or "Customer"), and the legal entity identified on your Order Form for the purchase of this Service (the "Dell Legal Entity"). This Service is provided subject to and governed by Customer's separate signed master agreement with the Dell Legal Entity that explicitly authorizes the sale

---

<sup>1</sup> "Dell Technologies", as used in this document, means the applicable Dell sales entity ("Dell") specified on your Dell 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.

of this Service. In the absence of such agreement explicitly authorizing this Service, depending on Customer's location, this Service is provided subject to and governed by either Dell's Commercial Terms of Sale, or the agreement referenced in the table below (as applicable, the "Agreement"). Please see the table below which lists the URL applicable to your Customer location where your Agreement can be located. The parties acknowledge having read and agree to be bound by such online terms.

Customer Location	Terms & Conditions Applicable to Your Purchase of the Services	
	Customers Purchasing Service Directly	Customers Purchasing Service Through an Authorized Reseller
United States	<a href="http://Dell.com/CTS">Dell.com/CTS</a>	<a href="http://Dell.com/CTS">Dell.com/CTS</a>
Canada	<a href="http://Dell.ca/terms">Dell.ca/terms</a> (English) <a href="http://Dell.ca/conditions">Dell.ca/conditions</a> (French-Canadian)	<a href="http://Dell.ca/terms">Dell.ca/terms</a> (English) <a href="http://Dell.ca/conditions">Dell.ca/conditions</a> (French-Canadian)
Asia-Pacific-Japan	Local <a href="http://Dell.com">Dell.com</a> country-specific website or <a href="http://Dell.com/serviceDescriptions">Dell.com/serviceDescriptions</a> .*	Service Descriptions and other Dell Legal Entity service documents which you may receive from your seller shall not constitute an agreement between you and the Dell Legal Entity but shall serve only to describe the content of Service you are purchasing from your seller, your obligations as a recipient of the Service and the boundaries and limitations of such Service. As a consequence hereof any reference to "Customer" in this Service Description and in any other Dell Legal Entity service document shall in this context be understood as a reference to you whereas any reference to the Dell Legal Entity shall only be understood as a reference to a Dell Legal Entity as a service provider providing the Service on behalf of your seller. You will not have a direct contractual relationship with the Dell Legal Entity with regards to the Service described herein. For the avoidance of doubt any payment terms or other contractual terms which are by their nature solely relevant between a buyer and a seller directly shall not be applicable to you and will be as agreed between you and your seller.
Europe, Middle East, & Africa	Local <a href="http://Dell.com">Dell.com</a> country-specific website or <a href="http://Dell.com/serviceDescriptions">Dell.com/serviceDescriptions</a> .*  In addition, customers located in France, Germany and the UK can select the applicable URL below:  France: <a href="http://Dell.fr/ConditionsGeneralesdeVente">Dell.fr/ConditionsGeneralesdeVente</a>  Germany: <a href="http://Dell.de/Geschaeftsbedingungen">Dell.de/Geschaeftsbedingungen</a>  UK: <a href="http://Dell.co.uk/terms">Dell.co.uk/terms</a>	Service Descriptions and other Dell Legal Entity service documents which you may receive from your seller shall not constitute an agreement between you and the Dell Legal Entity but shall serve only to describe the content of Service you are purchasing from your seller, your obligations as a recipient of the Service and the boundaries and limitations of such Service. As a consequence hereof any reference to "Customer" in this Service Description and in any other Dell Legal Entity service document shall in this context be understood as a reference to you whereas any reference to the Dell Legal Entity shall only be understood as a reference to a Dell Legal Entity as a service provider providing the Service on behalf of your seller. You will not have a direct contractual relationship with the Dell Legal Entity with regards to the Service described herein. For the avoidance of doubt any payment terms or other contractual terms which are by their nature solely relevant between a buyer and a seller directly shall not be applicable to you and will be as agreed between you and your seller.

\* Customers may access their local [Dell.com](http://Dell.com) website by simply accessing [Dell.com](http://Dell.com) from a computer connected to the Internet within their locality or by choosing among the options at Dell's "Choose a Region/Country" website available at [Dell.com/content/public/choosecountry.aspx?c=us&l=en&s=gen](http://Dell.com/content/public/choosecountry.aspx?c=us&l=en&s=gen).

Privacy: Dell Technologies will treat any personal information collected under this Service Description in accordance with the applicable jurisdiction's Dell Technologies Privacy Statement, all of which are available at <http://www.dell.com/localprivacy> and each of which is hereby incorporated by reference.

If there is a conflict between the terms of any of the documents that comprise this Agreement, the documents will prevail in the following order: (i) this Service Description; (ii) the Agreement; (iii) the Order Form. Prevailing terms will be construed as narrowly as possible to resolve the conflict while preserving as much of the non-conflicting terms as possible, including preserving non-conflicting provisions within the same paragraph, section or sub-section.

<sup>1</sup> "Dell Technologies", as used in this document, means the applicable Dell sales entity ("Dell") specified on your Dell 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.

By placing your order for the Service, receiving delivery of the Service, utilizing the Service or associated software or by clicking/checking the “I Agree” button or box or similar on the Dell.com or DellEMC.com website in connection with your purchase or within a Dell Technologies software or Internet interface, you agree to be bound by this Service Description and the agreements incorporated by reference herein. If you are entering this Service Description on behalf of a company or other legal entity, you represent that you have authority to bind such entity to this Service Description, in which case “you” or “Customer” shall refer to such entity. In addition to receiving this Service Description, Customers in certain countries may also be required to execute a signed Order Form.

© 2022 Dell Inc. All rights reserved. Trademarks and trade names may be used in this document to refer to either the entities claiming the marks and names or their products. A printed hardcopy of Dell's terms and conditions of sale is also available upon request.

---

<sup>1</sup> “Dell Technologies”, as used in this document, means the applicable Dell sales entity (“Dell”) specified on your Dell 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.