



## Service Description

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### Dell Optimize

#### Introduction

Dell EMC Services is pleased to provide Optimize for storage systems (the “Service(s)”) 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 Technical Support or your sales representative.

The Optimize service is a renewable contracted service which provides customers with access to applicable Dell EMC storage product(s) technical expertise via a Technical Account Manager (“TAM”). With Optimize, customers will receive consultative guidance, proactive support, regularly scheduled system reviews to maximize performance and optimization of storage systems as well as align storage initiatives with business requirements. Customer will realize benefits of Optimize primarily through reduction in cost in three different categories.

- Operating Expenditures
- Capital Expenditures
- Unplanned downtimes

The Optimize service complements support break/fix services such as ProSupport or ProSupport Plus by designating a TAM that will have intimate knowledge of the customer’s storage environment and will thus provide proactive support and assistance with day to day operations and management of the entitled storage system. In addition, the TAM will help with long term strategic planning and optimization of the storage system by providing extensive consultative services.

#### Optimize Features

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

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

With Optimize, customers are teamed with an TAM that will develop an in-depth understanding of your storage environment. By monitoring and communicating with customers, TAMs are able to offer regular reports, evaluation, and guidance that will help reduce administration time and help ensure a high

availability SAN. The TAM also provides a common point of contact for technical questions related to the customer's entitled storage system(s).

Table 1: Optimize Service Features

Consultative Services	<ul style="list-style-type: none"> <li>• Advise on operating and maintaining efficient storage systems to help design and run an optimized SAN environment</li> <li>• Assist in planning and preparation for hardware and software upgrades to help ensure maintenance actions are uneventful</li> <li>• Provide guidance on operational efficiencies to maximize ROI</li> </ul>
Reactive Support Services*	<ul style="list-style-type: none"> <li>• Service Request creation at point of discovery (quarterly and monthly service)</li> <li>• Coordinate with the Dell support team to help ensure timely resolution of cases*</li> <li>• Serve as customer advocate for Severity 1 and Severity 2 support issues to help ensure timely resolution and assist in coordinating necessary resources*</li> </ul>
Annual Onsite Visit*	<ul style="list-style-type: none"> <li>• Face to face visit to help ensure that the TAM is aligned with the customer's current and future storage requirements to support their operational goals</li> <li>• Diagram and evaluate system architecture to optimize system design and configuration</li> <li>• Conduct assessment meetings to align storage environment with customer requirements and business initiatives</li> <li>• Advise on status and recommend solutions related to complete SAN solution, inclusive of security, fabric configuration, feature sets, and SAN processes</li> </ul>
Capacity and Performance Reviews	<ul style="list-style-type: none"> <li>• Analyze capacity and performance metrics to help ensure the continuous high performance and operational efficiency of the storage environment</li> <li>• Advise on solutions and best practices for meeting capacity and performance requirements</li> <li>• Meet with customer to communicate findings from capacity and performance review and provide analysis of findings</li> <li>• Proactively monitor capacity and performance metrics to help ensure efficient operation of the storage environment and communicate critical issues, such as performance spikes and capacity ceilings</li> </ul>
Case Reviews	<ul style="list-style-type: none"> <li>• Actively review support cases to identify potential problems and training</li> <li>• Provide proactive and personalized assistance with the goal of minimizing diagnostic troubleshooting on support calls</li> <li>• Meet with customer to communicate findings from case review and resolve potential concerns</li> <li>• Deliver case history summarizing cases, trends, areas of improvement, and potential risks or issues</li> </ul>
System Log Reviews	<ul style="list-style-type: none"> <li>• Regularly review system log details to help ensure efficient operations of the storage system and identify unusual activity and trending</li> <li>• Review log entries with customer and communicate findings to address potential issues</li> </ul>
Redundancy Evaluations	<ul style="list-style-type: none"> <li>• Analyze SAN solution to help ensure redundancy and failover recommendations are intact</li> <li>• Advise on best practices for maintaining a fully redundant SAN solution</li> <li>• Assist in developing plans to create redundant SAN solutions</li> </ul>
Operational Efficiency Services	<ul style="list-style-type: none"> <li>• Evaluate customer environment and needs to provide best practices recommendations for system configuration and optimization.</li> <li>• Conduct reviews of the storage system to provide guidance on best practices and system administration</li> </ul>

\*Not applicable for Optimize Quarterly service

## Optimize Deliverables

With the Optimize service, the customer will receive regular documents that detail system architecture, evaluates impact of system alerts and logs, provides analysis of capacity and performance metrics, and offers best practices based on specific business requirements. The list below contains the specific deliverables the customer can expect to receive.

Table 2: Optimize Deliverables

Deliverable	Description	Service Offer	
		Optimize Quarterly	Optimize
Solution Architecture Diagram	Diagram of Storage system and existing hardware.	As needed	As needed
Reactive support services	As described in Table 1	N/A	As needed
Annual onsite visit	As described in Table 1	N/A	Annually
Solution Inventory	Detailed inventory of all Storage system hardware.	Quarterly	Monthly
Capacity Report	Analysis of storage and performance detail. Highlights how storage is being used, utilization ratios, and where storage is allocated.	Quarterly	Monthly
Case Review Report	Summarizes all support cases for customer and identifies trends and potential concerns that need to be addressed.	Quarterly (Last 4 weeks)	Monthly
System Log Review	Overview of system logs and analysis of impact on operations.	Quarterly (Last 4 weeks)	Monthly
Failover Test Plan and Results Review and Recommendations	Best practice recommendations for successful failover testing with complete analysis and review. Customized step-by-step procedures for conducting a failover test. If so engaged, this will also include results and confirmation of failover test.	Quarterly	Monthly
Best Practices & Recommendations Document	Customized guide to present and discuss best practices and configuration settings for hardware and software based on customer environment.	Quarterly	Monthly

## Optimize Milestones and Schedule

Table 3: Optimize Milestones

Milestone	Description	Service Offering	
		Optimize Quarterly	Optimize
Initial Assessment	Conduct Optimize initial assessment <ul style="list-style-type: none"> <li>Establish capacity and performance standards and requirements</li> <li>Perform baseline system health review</li> <li>Diagram and inventory system architecture</li> <li>Discuss customer's business requirements and initiatives</li> <li>Communicate framework of the Optimize service and align Optimize services with customer requirements</li> </ul>	One Time	One Time
Deliverables	Deliver Optimize System Analysis <ul style="list-style-type: none"> <li>Executive overview and summary</li> <li>Review capacity and performance</li> <li>Review system health</li> <li>Review monthly case history</li> <li>Review system logs</li> <li>Discuss documentation updates</li> <li>General recommendations per operational goals</li> <li>Assist with Redundancy Evaluation</li> <li>Deliver best practice updates</li> </ul>	Quarterly	Monthly
On-going	<ul style="list-style-type: none"> <li>Best Practice updates</li> <li>Monitoring of system performance and capacity</li> <li>Assistance with requirement planning Assistance with change management Proactive product advice</li> </ul>	Yes	Yes

## Exclusions

For the avoidance of doubt, the following activities are not included in the scope of this Service Description:

- Any services, tasks or activities other than those specifically noted in this Service Description.
- Optimize does not replace the need for support break/fix services on Dell Storage SC products.
- Data migration from existing direct-attached storage or other storage devices
- Installation or scripting services

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 described below in Dell Services Terms & Conditions.

## Offer Specific Customer Responsibilities

- Configure applicable storage manager software to transmit and access required configuration data to Dell servers via encrypted channels; Such as Secure Remote Services, CloudIQ and Unisphere.
- Identify appropriate customer contact on a decision maker level who will have ability to understand and discuss TAM findings and recommendations.
- Attend regular scheduled Optimize meetings.
- Evaluate and execute TAMs recommendations.
- Discuss short and long term plans related to Dell storage to proactively identify and plan projects.
- Work with the TAM to help ensure that Dell's record of Customer contacts and special circumstances are accurate and up-to-date.
  
- Optimize for Storage Center:
  - Configure Storage Center and Dell Storage Manager (or Enterprise Manager) to transmit SupportAssist data to Dell servers via encrypted channels.
  
- Optimize for Unity or PowerStore:
  - Configure SRS (Secure remote services) and CloudIQ to transmit SupportAssist data to Dell EMC servers via encrypted channels.
  - Create a read only Unisphere or PowerStore Manager account for the TAM to utilize for on-going analysis of the SAN.

## General Customer Responsibilities

**Authority to Grant Access.** Customer represents and warrants that it has obtained permission for both Customer and Dell EMC Services to access and use, whether remotely or in-person, Customer-owned or licensed software, hardware, systems, the data located thereon and all hardware and software components included therein, for the purpose of providing these Services. If Customer does not already have that permission, it is Customer's responsibility to obtain it, at Customer's expense, before Customer asks Dell to perform these Services.

**Customer Cooperation.** Customer understands that without prompt and adequate cooperation, Dell EMC Services will not be able to perform the Service or, if performed, the Service may be materially altered or delayed. Accordingly, Customer will promptly and reasonably provide Dell EMC Services with all cooperation necessary for Dell EMC Services to perform the Service. If Customer does not provide reasonably adequate cooperation in accordance with the foregoing, Dell EMC Services will not be responsible for any failure to perform the Service and Customer will not be entitled to a refund.

**On-site Obligations.** Where Services require on-site performance, Customer will provide (at no cost to Dell EMC Services) free, safe and sufficient access to Customer's facilities and environment, including ample working space, electricity, safety equipment (if applicable) and a local telephone line. A monitor or display, a mouse (or pointing device), and a keyboard must also be provided (at no cost to Dell EMC Services), if the system does not already include these items.

**Data Backup.** Customer will complete a backup of all existing data, software and programs on all affected systems prior to and during the delivery of this Service. Customer should make regular backup copies of the data stored on all affected systems as a precaution against possible failures, alterations, or loss of data. Dell EMC Services will not be responsible for the restoration or reinstallation of any programs or data.

The following limitation of liability provisions do not apply in Germany, Austria, Switzerland and France, where the limitation of liability provisions as set out in the Agreement will apply. Further to the limitation of liability provisions as set out in the Agreement, the liability for loss of data is further limited to the costs of reinstalling the backup in these countries.

Unless otherwise required by applicable local laws, DELL EMC SERVICES WILL HAVE NO LIABILITY 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 EMC SERVICES OR A THIRD-PARTY SERVICE PROVIDER.

**Third Party Warranties.** These Services may require Dell EMC Services to access hardware or software that is not manufactured by Dell EMC Services. Some manufacturers' warranties may become void if Dell EMC Services or anyone else other than the manufacturer works on the hardware or software. Customer will ensure that Dell EMC Services' performance of Services will not affect such warranties or, if it does, that the effect will be acceptable to Customer. Dell EMC Services does not take responsibility for third party warranties or for any effect that the Services may have on those warranties.

**Service Hours.** Subject to local law relating to weekly work hours, unless otherwise listed below, this Service will be performed Monday through Friday during normal Dell EMC Services business hours, which is from 8:00 AM to 6:00 PM Customer local time:

Country	Normal Dell EMC Services Business Hours
St. Kitts, St. Lucia, St. Vincent, Trinidad, Virgin Islands, Rest of English speaking Caribbean	Monday thru Friday from 7:00 AM to 4:00 PM
Barbados, Bahamas, Belize, Costa Rica, Denmark, El Salvador, Finland, Grand Cayman, Guatemala, Honduras, Jamaica, Norway, Panama, Puerto Rico, Rep. Dominicana, Suriname, Sweden, Turks and Caicos	Monday thru Friday from 8:00 AM to 5:00 PM
Australia, Bermuda, China, Haiti, Hong Kong, Japan, Korea, Malaysia, Netherland Antilles, New Zealand, Singapore, Taiwan, Thailand	Monday thru Friday from 9:00 AM to 5:00 PM
Argentina, France, India, Italy, Paraguay, Uruguay	Monday thru Friday from 9:00 AM to 6:00 PM
Bolivia, Chile	Monday thru Friday from 9:00 AM to 7:00 PM
Middle East	Sunday thru Thursday from 8:00 AM to 6:00 PM

No Service activities will take place outside normal business hours or during local holidays unless other arrangements have been made in advance in writing.

## Dell EMC Services Terms & Conditions

This Service Description is entered between you, the customer (“you” or “Customer”), and the Dell entity identified on your Order Form for the purchase of this Service. This Service is provided subject to and governed by Customer’s separate signed master services agreement with Dell EMC Services that explicitly authorizes the sale of this Service. In the absence of such agreement, 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 Dell EMC Services	
	Customers Purchasing Services Directly From the Dell Entity	Customers Purchasing Services Through an Authorized Dell or Dell EMC 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)
Latin America & Caribbean Countries	Local <a href="http://Dell.com">Dell.com</a> country-specific website or <a href="http://Dell.com/servicedescriptions/global">Dell.com/servicedescriptions/global</a> .*	Service Descriptions and other Dell EMC Services service documents which you may receive from your seller shall not constitute an agreement between you and Dell EMC Services 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 EMC Services service document shall in this context be understood as a reference to you whereas any reference to Dell EMC Services shall only be understood as a reference to Dell EMC Services as a service provider providing the Service on behalf of your seller. You will not have a direct contractual relationship with Dell EMC Services 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.
Asia-Pacific-Japan	Local <a href="http://Dell.com">Dell.com</a> country-specific website or <a href="http://Dell.com/servicedescriptions/global">Dell.com/servicedescriptions/global</a> .*	
Europe, Middle East, & Africa	Local <a href="http://Dell.com">Dell.com</a> country-specific website or <a href="http://Dell.com/servicedescriptions/global">Dell.com/servicedescriptions/global</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>	

\* 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).

Customer further agrees that by renewing, modifying, extending or continuing to utilize the Service beyond the initial term, the Service will be subject to the then-current Service Description available for review at [Dell.com/servicedescriptions/global](http://Dell.com/servicedescriptions/global).

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.

By placing your order for the Services, receiving delivery of the Services, utilizing the Services 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 EMC 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.

## Supplemental Terms & Conditions Applicable to Consulting & Managed Services

### 1. Supported Products

This Service is available on supported products which includes select Dell SC and SCv storage products which are purchased in a standard configuration (“Supported Products”). Supported Products are added regularly, so please contact your sales representative for the most up-to-date list of Services that are available on your Dell or non-Dell products. Each Supported Product is tagged with a serial number (the “Service Tag”). A separate service agreement must be purchased by Customer for each set of Supported Products that make up one Storage Center. Please refer to the Service Tag on your Supported Product when contacting Dell for this Service.

**2. Term of Service.** This Service Description commences on the date listed on your Order Form and continues through the term (“**Term**”) indicated on the Order Form. As applicable, the number of systems, licenses, installations, deployments, managed end points or end-users for which Customer has purchased any one or more Services, the rate or price, and the applicable Term for each Service is indicated on Customer’s Order Form. Unless otherwise agreed in writing between Dell EMC Services and Customer, purchases of Services under this Service Description must be solely for Customer’s own internal use and not for resale or service bureau purposes.

### 3. Important Additional Information

- A. Rescheduling.** Once this Service has been scheduled, any changes to the schedule must occur at least 8 calendar days prior to the scheduled date. If Customer reschedules this service within 7 days or less prior to the scheduled date, there will be a rescheduling fee not to exceed 25% of the price for the Services. Any rescheduling of the Service will be confirmed by Customer at least 8 days prior to commencement of the Service.
- B. Payment for Hardware Purchased With Services.** Unless otherwise agreed to in writing, payment for hardware shall in no case be contingent upon performance or delivery of consulting or managed services purchased with such hardware.
- C. Commercially Reasonable Limits to Scope of Service.** Dell EMC Services may refuse to provide Service if, in its commercially reasonable opinion, providing the Service creates an unreasonable risk to Dell EMC Services or Dell EMC Services’ Service providers or if any requested service is beyond the scope of Service. Dell EMC Services is not liable for any failure or delay in performance due to any cause beyond its control, including Customer’s failure to comply with its obligations under this Service Description.
- D. Optional Services.** Optional services (including point-of-need support, installation, consulting, managed, professional, support or training services) may be available for purchase from Dell EMC Services and will vary by Customer location. Optional services may require a separate agreement with



Dell EMC Services. In the absence of such agreement, optional services are provided pursuant to this Service Description.

**E. Assignment and Subcontracting.** Dell EMC Services may subcontract this Service and/or assign this Service Description to qualified third party service providers who will perform the Service on Dell EMC Services' behalf.

**F. Cancellation.** Dell EMC Services may cancel this Service at any time during the Term for any of the following reasons:

- Customer fails to pay the total price for this Service in accordance with the invoice terms;
- Customer is abusive, threatening, or refuses to cooperate with the assisting analyst or on-site technician; or
- Customer fails to abide by all of the terms and conditions set forth in this Service Description.

If Dell EMC Services cancels this Service, Dell EMC Services will send Customer written notice of cancellation at the address indicated on Customer's invoice. The notice will include the reason for cancellation and the effective date of cancellation, which will be not less than ten (10) days from the date Dell EMC Services sends notice of cancellation to Customer, unless local law requires other cancellation provisions that may not be varied by agreement. If Dell EMC Services cancels this Service pursuant to this paragraph, Customer shall not be entitled to any refund of fees paid or due to Dell EMC Services.

**G. Geographic Limitations and Relocation.** This Service is not available at all locations. Service options, including service levels, technical support hours, and on-site response times will vary by geography and certain options may not be available for purchase in Customer's location, so please contact your sales representative for these details.

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