

# DELL Technologies

## Service Description

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### Lifecycle Extension with ProSupport Plus for Infrastructure

#### Introduction

Dell Technologies<sup>1</sup> is pleased to provide Lifecycle Extension with ProSupport Plus for Infrastructure (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)<sup>2</sup> 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. For a copy of your agreement with your applicable Dell Technologies reseller, contact that reseller.

#### The Scope of this Service

This Service(s) is available on select Dell PowerStore products (“Supported Products”). The features of this Service include:

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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.

<sup>2</sup> As used in this document, “Dell Technologies Products”, “Products”, “Equipment” and “Software” means the Dell Technologies Equipment and Software identified on the [Dell Technologies Product Warranty and Maintenance Table](#) or on your Order Form, and “Third Party Products” is defined in your Agreement, or in the absence of such definition in your Agreement, in the [Dell Technologies Commercial Terms of Sale](#), or your local Dell Technologies terms of sale, as applicable. “You” and “Customer” refers to the entity named as the purchaser of these Services named in the Agreement. Server/Storage/Networking Software are not classified as Equipment.

SERVICE FEATURE	DESCRIPTION	LIFECYCLE EXTENSION —COVERAGE DETAILS
<b>PROSUPPORT PLUS</b>	Dell ProSupport Plus for Infrastructure included.	For information on how to contact Dell Technologies if you require service and details on ProSupport Plus features see  <a href="#">DELL PROSUPPORT PLUS FOR INFRASTRUCTURE SERVICE TERMS AND CONDITIONS</a>
<b>THREE-YEAR PRODUCT SATISFACTION GUARANTEE<sup>3</sup></b>	Three-Year Product Satisfaction Guarantee states that all of Dell Technologies products will deliver on what we say they will do, or we will make it right.	Customer <a href="#">DELL TECHNOLOGIES SATISFACTION GUARANTEE TERMS AND CONDITIONS</a>  OEM <a href="#">DELL TECHNOLOGIES OEM SATISFACTION GUARANTEE TERMS AND CONDITIONS</a>
<b>STORAGE DATA REDUCTION GUARANTEE<sup>3</sup></b>	Data Reduction Guarantee provides guaranteed storage data reduction rates for your workloads.	Customer <a href="#">DELL TECHNOLOGIES ALL-FLASH DATA REDUCTION GUARANTEE TERMS AND CONDITIONS</a>  OEM <a href="#">DELL TECHNOLOGIES OEM CUSTOMER ALL-FLASH DATA REDUCTION GUARANTEE TERMS AND CONDITIONS</a>  Guarantee agreements must be signed prior to PO.
<b>ALL-INCLUSIVE SOFTWARE<sup>3</sup></b>	Purchase of a participating Dell Technologies Storage array includes select software needed to store and manage data.	All-inclusive software for participating storage arrays are listed here in the <a href="#">All-Inclusive Software Brochure</a> .  Please contact your Dell Technologies representative for participating products and software.
<b>TECHNOLOGY UPGRADE</b>	Receive a one-time Technology Upgrade on the supported storage product with the purchase of six years of Lifecycle Extension Support (either when purchasing the Supported Product or when renewing Service).	See <b>TECHNOLOGY UPGRADE</b> section in this document for additional coverage details
<b>CAPACITY REFRESH</b>	Additional discount on a qualifying capacity purchase for the Supported Product.	See <b>CAPACITY REFRESH</b> section in this document for additional coverage details

<sup>3</sup> Included with Service as part of Dell's Future Proof Program

SERVICE FEATURE	DESCRIPTION	LIFECYCLE EXTENSION —COVERAGE DETAILS
<b>TECHNOLOGY REFRESH AND RECYCLE<sup>4</sup></b>	Recycle products in operational condition to take advantage of next generation Dell Technologies storage product offerings.	<p>Optional recycling of legacy storage with a valid Dell Technologies purchase of the Supported Product, Capacity Refresh or Technology Upgrade.</p> <p>Return not required to receive Capacity Refresh or Technology Upgrade.</p> <p>Return eligibility determined by Dell Technologies in its sole discretion.</p> <p>Availability and terms vary by region and by product. For more information, contact your Dell Technologies sales representative.</p> <p>Excludes data sanitization, data destruction, data migration or deinstallation of hardware.</p>
<b>ANNUAL MODERNIZATION CONSULTATION</b>	A “Technical Advisor” is an individual who will provide annual consultative services on best practices, upgrade strategy and reviews of the entitled infrastructure.	See <b>ANNUAL MODERNIZATION CONSULTATION</b> section in this document for additional coverage details

## Technology Upgrade

Customer must commit to a total of six years of the Service (either when purchasing the Supported Product or when renewing services) (the “Service Term”), Customer may receive a one-time Technology Upgrade on the Supported Product. For purposes of the Services described herein, a “Technology Upgrade” means those options for upgrading Supported Products as set forth in the “Technology Upgrades” Section later herein. Customer must maintain the contract for these Service(s) (e.g., the Services described in this Service Description in addition to ProSupport Plus) to be eligible to receive the Technology Upgrade and have not already redeemed the Technology Upgrade during the Service Term. For the avoidance of doubt, Customer may only request one Technology Upgrade during the Service Term.

### Initial Services Period and Upgrade Redemption Timing:

<sup>4</sup> Included with Service as part of Dell’s Future Proof Program

- Customer purchases six years of the Service with the Supported Product. Customer is eligible to redeem a Technology Upgrade 180 days after the start of the Service contract through the Service Term, based on availability; or
- Customer purchases three years of the Service with the Supported Product and renews the Service for an additional three years. The Customer is eligible to redeem a Technology Upgrade after the start of the fourth year of the Service contract through the Service Term, based on availability.

#### Renewal Services and Upgrade Redemption Timing:

After the first Service Term; Customer may receive another one-time Technology Upgrade with each additional renewal of three years of the Service thereafter (“Renewal Term”) subject to the following:

- The Technology Upgrade is available 180 days after the start of the Renewal Term through the end of the term, based on availability.
- Dell Technologies reserves the right to elect not to renew the Service if Customer fails to use the Technology Upgrade feature of the Service during the initial Service Term of the Supported Product(s).
- Dell Technologies reserves the right to refuse to sell any new Lifecycle Extension with ProSupport Plus Service entitlement with respect to future Supported Product purchases at any time.

#### Technology Upgrades:

- [Technology Modernization Upgrade: 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, where available and as determined by Dell Technologies in its sole discretion. Entitlement to installation coverage for the added appliance within the Supported Product cluster is provided with the Service. Storage capacity purchase required to redeem this upgrade option; or
- [Flexible Technology Upgrade: 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. Entitlement to installation and co-terminus support coverage for the upgraded node pair within the Supported Product is provided with the Service for the upgrade pair of nodes to one model higher same generation option; or
- [Flexible Technology Upgrade: Scale-out Discount](#) - A one-time discount of substantially similar value on purchases of Dell Technologies 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.

### Additional Technology Upgrade Terms

- Lifecycle Extension Technology Upgrade contracts must be redeemed in the country from which they were purchased, even if the Supported Product has been moved to the second country.
- The Technology Upgrade 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.
- 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, 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.

### Capacity Refresh

If Customer purchases a qualifying Capacity Refresh as determined by Dell Technologies in its sole discretion for the Supported Product, Customer may receive credit for up to 25% raw capacity with a maximum limit of 100TB raw capacity applied towards the qualifying Capacity Refresh purchase.

#### Example 1:

Customer purchases 100TBs raw capacity as a qualified Capacity Refresh. Customer will receive a credit of 25% of the 100TBs applied to their purchase as a discount or by other means. Customer receives 100TBs of new raw capacity for the purchase price of 75TBs raw capacity.

#### Example 2:

Customer purchases 500TBs raw capacity as a qualified Capacity Refresh. Customer will receive a credit of 100TBs applied to their purchase as a discount or by other means. Customer receives 500TBs of new raw capacity for the purchase price of 400TBs raw capacity.

### Additional Capacity Refresh Terms

- The Capacity Refresh credit is not available until 180 days after the invoice date of the Supported Product and must be used within term of the Service that was purchased with the Supported Product.
- The Capacity Refresh credit is not transferable to any other units or third parties and is only available for the Supported Product that is associated with the Service.
- The Capacity Refresh credit may be used as a one-time credit in conjunction with the Technology Modernization Upgrade Next-Gen Appliance redemption option only at the time of redemption. Additional Capacity Refresh credit for the new next-gen appliance after the redemption will require a separate Lifecycle Extension for ProSupport Plus service to be purchased on the new next-gen appliance.
- Customer agrees to maintain Lifecycle Extension for ProSupport Plus level of support for the duration of the contract term, and to purchase the same Service for the new storage media to use this benefit.
- Capacity Refresh does not include services installation, deployment, configuration, data sanitization, data destruction, data migration or deinstallation of media hardware.
- Customer is solely responsible for migrating data from existing storage media to new storage media, and for deleting, encrypting, or rendering irrecoverable all data stored on returned storage media before it is returned, and deinstallation of storage media as well as removal from hardware racks.
- Return of old storage media is optional and not required for Customer to receive the Capacity Refresh credit on the qualified Capacity Refresh purchase. Return eligibility determined by Dell Technologies in its sole discretion.
- Capacity Refresh credit cannot be combined with other special offers, promotions, or programs, unless expressly stated by Dell Technologies.
- A minimum capacity purchase may be required to receive the Capacity Refresh credit and in no event will the Capacity Refresh credit result in a refund to Customer.

## Annual Technology Modernization Consultation

The Technical Advisor will provide annual consultative services on best practices, upgrade strategy and reviews of the entitled infrastructure. (Specific roles and responsibilities of the Technical Advisor are identified in Table 1). Technical Advisors can offer an annual report, evaluation, and guidance that will help Customer determine when and which Technology Upgrade options, Capacity Refresh and other Lifecycle Extension features will keep their entitled infrastructure continuously modern.

Table 1: Specific roles and responsibilities of the Technical Advisor

Consultative Services	<ul style="list-style-type: none"> <li>• Advise on operating systems and maintaining efficient infrastructure to help design and run an optimized environment</li> <li>• Assist in planning for hardware and software upgrades</li> <li>• Provide guidance on operational efficiencies to maximize ROI</li> </ul>
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Modernization Upgrades	<ul style="list-style-type: none"> <li>• Upgrade eligibility status</li> <li>• If Customer is eligible to redeem a Technology Upgrade:             <ul style="list-style-type: none"> <li>• Review upgrade options available in-market</li> <li>• Recommend upgrade options</li> </ul> </li> <li>• Assist with upgrade planning</li> </ul>
Annual Review	<ul style="list-style-type: none"> <li>• Aligned with the customer's current and future infrastructure 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 infrastructure with customer requirements and business initiatives</li> <li>• Advise on status and recommend solutions related to complete infrastructure 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 infrastructure</li> <li>• Advise on solutions and best practices for meeting capacity and performance requirements</li> <li>• Recommend capacity upgrades or expansions</li> <li>• Meet with Customer to communicate findings from capacity and performance review and provide analysis of findings</li> </ul>
Redundancy Evaluations	<ul style="list-style-type: none"> <li>• Analyze solution to help ensure redundancy and failover recommendations are intact</li> <li>• Advise on best practices for maintaining a fully redundant solution</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 system to provide guidance on best practices, upgrades, and system administration</li> </ul>

### Annual Modernization Consultation Deliverables

Customer will receive an annual review document that details system architecture, provides analysis of capacity and performance metrics, and offers best practices based on specific business requirements. The Annual Review deliverables are based off of an analysis of a snapshot in time (30-day time period prior to the report generated). Lead time for report generation is about 6 weeks - 4 weeks of data collection, 1-2 weeks for analysis. The Supported Product must be connected with Secure Remote Services or SupportAssist and have APEX AIOps Infrastructure Observability collection enabled. The list below contains the specific deliverables Customer can expect to receive.

Table 2: Deliverables

Deliverable	Description
Annual Review	As described in Table 1
Solution Inventory	Detailed inventory of all system hardware.

Capacity Report	Analysis of infrastructure and performance detail. Highlights how infrastructure is being used, utilization ratios, and advise and assist with capacity planning including capacity upgrade or expansion options available.
Best Practices & Recommendations Document	Customized guide to present and discuss best practices and configuration settings for hardware and software based on customer environment.
Technology Modernization Recommendations	Technology Modernization Upgrade entitlement status. Review of current in-market technology modernization options available to the customer and recommendations on the benefit of doing the upgrade.

### Milestones and Schedule - Annual Modernization Consultation

Table 3: Milestones

Milestone	Description	Annually
Initial Assessment	Conduct Modernization initial assessment <ul style="list-style-type: none"> <li>Establish configuration, capacity and performance standards and requirements</li> <li>Perform baseline system health review</li> <li>Discuss customer’s business requirements and initiatives</li> <li>Communicate framework of the Lifecycle Extension Annual Modernization Consultation service and align with customer requirements</li> </ul>	One Time As part of the first-year review
Deliverables	Deliver Modernization 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>Discuss documentation updates</li> <li>General recommendations per operational goals</li> <li>Redundancy evaluation</li> <li>Deliver best practice updates</li> <li>Review Technology Upgrade options available</li> <li>Recommend Technology Upgrade options if applicable</li> <li>Recommend capacity upgrade or expansion options if applicable</li> </ul>	Annually

### Annual Modernization Consultation 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.
- On-going monitoring
- Additional reviews or consultations outside of the annual consultation
- Data migration from existing direct-attached storage or other devices
- Installation or scripting services
- History or metrics outside of the 30-day window identified for data collection, analysis, and review.

#### Annual Modernization Consultation Specific Customer Responsibilities

- Configure applicable system management software to transmit and access required configuration data to Dell Technologies servers via encrypted channels. Such as Secure Remote Services, and APEX AIOps Infrastructure Observability.
- Identify appropriate customer contact on a decision maker level who will have ability to understand and discuss Technical Advisor findings and recommendations.
- Attend scheduled Annual Modernization Consultation meetings.
- Evaluate and execute Technical Advisor recommendations.
- Discuss short- and long-term plans related to the Supported Product infrastructure to proactively identify and plan technology modernization upgrades.
- Work with the Technical Advisor to help ensure that Dell Technologies' record of Customer contacts and special circumstances are accurate and up to date.

#### Additional Lifecycle Extension with ProSupport Plus Terms

- 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.
- Dell Technologies reserves the right to elect not to renew the Service if Customer fails to use the Technology Upgrade feature of 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 Lifecycle Extension with ProSupport Plus Service entitlement with respect to future Supported Product purchases at any time.

#### 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 other than those specifically noted in this Service Description.
- The Service does not include the development of any intellectual property created solely and specifically for the Customer, as defined below.
- 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.

## Termination

Customer may not cancel the Lifecycle Extension with ProSupport Plus Service prior to the end of the Service Term.

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

## 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.
- Pay any applicable taxes and shipping charges for the hardware provided by Dell Technologies, payable at the time of the Technology Upgrade or Capacity Refresh for the Supported Product. These charges cannot be paid in advance.
- Complete the installation within 60 days of Dell Technologies 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 Technologies will have no liability for any data left on original/existing nodes, drives or other hardware 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 Plus services for the original/existing node pair are terminated.

## General Customer Responsibilities

**Authority to Grant Access.** Customer represents and warrants that it has obtained permission for both Customer and Dell Technologies 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 Technologies to perform these Services.

**Non-solicitation.** Where allowed by law, Customer will not, without Dell Technologies' prior written consent, for a period of two years from the date listed on your Order Form, directly or indirectly solicit for employment any Dell Technologies employee with whom you have come in contact in connection with Dell Technologies' performance of the Service; provided, however, that general advertisements and other similarly broad forms of solicitation will not constitute direct or indirect solicitation hereunder and you are permitted to solicit for employment any employee that has been terminated or has resigned his or her employment with Dell Technologies prior to the commencement of employment discussions with you.

**Customer Cooperation.** Customer understands that without prompt and adequate cooperation, Dell Technologies 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 Technologies with all cooperation necessary for Dell Technologies to perform the Service. If Customer does not provide reasonably adequate cooperation in accordance with the foregoing, Dell Technologies 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 Technologies) 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 Technologies), 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 Technologies will not be responsible for the restoration or reinstallation of any programs or data. Unless prohibited by applicable local laws, Dell Technologies will have no data loss 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 Technologies or a third-party service provider.

**Third Party Warranties.** These Services may require Dell Technologies to access hardware or software that is not manufactured or sold by Dell Technologies. Some manufacturers' warranties may become void if Dell Technologies or anyone else other than the manufacturer works on the hardware or software. Customer will ensure that Dell Technologies' performance of Services will not affect such warranties or, if it does, that the effect will be acceptable to Customer. Dell Technologies 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 Technologies business hours, which is from 8:00 AM to 6:00 PM Customer local time:

Country	Normal Dell Technologies 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, Japan, Netherland Antilles, New Zealand, Singapore, Thailand	Monday thru Friday from 9:00 AM to 5:00 PM
Argentina, Brazil, Ecuador, France, India, Indonesia, Italy, Korea, Malaysia, Mexico, Paraguay, Peru, Taiwan, 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
Hong Kong	Monday thru Friday from 9:00 AM to 5:30 PM

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

## Service Terms & Conditions

This Service Description is entered between you, the customer (“you” or “Customer”), and Dell Technologies. This Service is provided subject to and governed by Customer’s Agreement with Dell Technologies.

Products or Services obtained from any Dell Technologies reseller are governed solely by the agreement between the purchaser and the reseller. That agreement may provide terms that are the same as the terms in this document or in the online terms below. The reseller may make arrangements with Dell Technologies to perform warranty and/or maintenance services for the purchaser on behalf of the reseller. Customers and resellers who perform warranty and/or maintenance services or professional services must be properly trained and certified. Performance of any Services by untrained/uncertified Customers, resellers or third parties may result in additional fees if support from Dell Technologies is required in response to such third parties’ performance of services. Please contact the reseller or the local Dell Technologies sales representative for additional information on Dell Technologies performance of warranty and maintenance services on Products obtained from a reseller.

In the absence of an 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 reseller agreement referenced in the table below. 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 Services Directly	Customers Purchasing Services Through an Authorized Reseller
United States	<a href="https://www.dell.com/CTS">Dell.com/CTS</a>	<a href="https://www.dell.com/CTS">Dell.com/CTS</a>
Canada	<a href="https://www.dell.ca/terms">Dell.ca/terms</a> (English) <a href="https://www.dell.ca/conditions">Dell.ca/conditions</a> (French-Canadian)	<a href="https://www.dell.ca/terms">Dell.ca/terms</a> (English) <a href="https://www.dell.ca/conditions">Dell.ca/conditions</a> (French-Canadian)
Latin America & Caribbean Countries	Local <a href="https://www.dell.com">Dell.com</a> country-specific website or <a href="https://www.dell.com/servicedescriptions">Dell.com/servicedescriptions</a> .*	Service Descriptions and other Dell Technologies service documents which you may receive from your seller shall not constitute an agreement between you and Dell Technologies 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 Technologies service document shall in this context be understood as a reference to you whereas any reference to the Dell Technologies shall only be understood as a reference to a Dell Technologies as a service provider providing the Service on behalf of your seller. You will not have a direct contractual relationship with the Dell Technologies 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="https://www.dell.com">Dell.com</a> country-specific website or <a href="https://www.dell.com/servicedescriptions">Dell.com/servicedescriptions</a> .*	Service Descriptions and other Dell Technologies service documents which you may receive from your seller shall not constitute an agreement between you and the Dell Technologies 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 Technologies service document shall in this context be understood as a reference to you whereas any reference to the Dell Technologies shall only be understood as a reference to a Dell Technologies as a service provider providing the Service on behalf of your seller. You will not have a direct contractual relationship with the Dell Technologies with regards to the Service described herein. For

		<p>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.</p>
<p>Europe, Middle East, &amp; Africa</p>	<p>Local <a href="http://Dell.com">Dell.com</a> country-specific website or <a href="http://Dell.com/servicedescriptions">Dell.com/servicedescriptions</a>.*</p> <p>In addition, customers located in France, Germany and the UK can select the applicable URL below:</p> <p>France: <a href="http://Dell.fr/ConditionsGeneralesdeVente">Dell.fr/ConditionsGeneralesdeVente</a></p> <p>Germany: <a href="http://Dell.de/AGB">Dell.de/AGB</a></p> <p>UK: <a href="http://Dell.co.uk/terms">Dell.co.uk/terms</a></p>	<p>Service Descriptions and other Dell Technologies service documents which you may receive from your seller shall not constitute an agreement between you and the Dell Technologies 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 Technologies service document shall in this context be understood as a reference to you whereas any reference to the Dell Technologies shall only be understood as a reference to a Dell Technologies as a service provider providing the Service on behalf of your seller. You will not have a direct contractual relationship with the Dell Technologies 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.</p>

\* 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](http://Dell.com/servicedescriptions).

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 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.

## Supplemental Terms & Conditions

1. **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 endpoints 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 Technologies 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.
2. **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 Services purchased with such hardware.
  - c) **Limits to Scope of Service.** Dell may refuse to provide Service if, in its opinion, providing the Service creates an unreasonable risk to Dell or Dell’s Service providers or if any requested service is beyond the scope of Service. Dell is not liable for any failure or delay in performance due to any cause beyond its control, including but not limited to Customer’s failure to comply with its obligations under this Service Description.
  - d) **Service Scope Changes.** Unless otherwise agreed in writing with Customer, Dell Technologies reserves the right to change the scope of Services upon sixty (60) days’ prior written notice to Customer. Other than changes caused by publishers and manufacturers of Third Party Products, the Customer will be notified of any change in the scope of Support Services in the manner stated in the then current Agreement between Dell Technologies and the Customer.
  - e) **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.
  - f) **Optional Services.** Optional Services (including point-of-need support, installation, consulting, managed, professional, support or training services) may be available for purchase from Dell Technologies and will vary by Customer location. Optional Services may require a separate agreement with Dell Technologies. In the absence of such agreement, optional Services are provided pursuant to this Service Description.
  - g) **Assignment and Subcontracting.** Dell Technologies may subcontract this Service and/or assign this Service Description to qualified third party service providers who will perform the Service on Dell Technologies’ behalf.
  - h) **Cancellation.** Dell Technologies may cancel this Service at any time during the Term for any of the following reasons:
    - a. Customer fails to pay the partial or total price for this Service in accordance with the invoice terms;
    - b. Customer is abusive, threatening, or refuses to cooperate with the assisting analyst or on-site technician;
    - c. Customer fails to abide by all of the Terms and Conditions set forth in this Service Description;
    - d. Customer requests replacement of components that materially exceed the standard failure rates for the component and system involved, which failure rates are constantly monitored. Please reference exclusion section above.

If Dell Technologies cancels this Service pursuant to this paragraph, Dell Technologies 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 Technologies sends notice of cancellation to Customer, unless local law requires other cancellation provisions that may not be varied by agreement. If Dell Technologies cancels this pursuant to this paragraph, Customer shall not be entitled to any refund of fees paid or due to Dell Technologies.

i) **Geographic Limitations and Relocation.**

- (i) Dell Technologies may not be able to provide 4 hour On-site and replacement parts Support Services with respect to Equipment that is outside the Dell Technologies Service Area. "Dell Technologies Service Area" means a location that is within (i) one hundred (100) drivable miles or one hundred sixty (160) drivable kilometers of a Dell Technologies service location; and (ii) the same country as the Dell Technologies service location, unless otherwise defined in your governing agreement with Dell Technologies, in which case the definition in the governing agreement prevails. For EMEA Customers, unless stated otherwise in this Service Description or the Agreement, on-site service is available within a distance of up to 150 kilometers from nearest Dell Technologies Logistics location (PUDO or Pick-Up/Drop-Off location). Please contact your sales representative for more information about availability of on-site service in EMEA based upon Dell Technologies' service locations prior to purchase.
- (ii) This Service is not available at all locations. If your Product is not located in the geographic location that matches the location reflected in Dell Technologies' service records for your Product, or if configuration details have been changed and not reported back to Dell Technologies, then Dell Technologies must first re-qualify your Product for the support entitlement you purchased before applicable response times for the Product can be reinstated. Service options, including service levels, technical support hours, and on-site response times will vary by geography and configuration, and certain options may not be available for purchase in Customer's location, so please contact your sales representative for these details. Dell Technologies obligation to supply the Services to relocated Products is subject to various factors, including without limitations, local Service availability, additional fees, and inspection and recertification of the relocated Products at Dell Technologies then-current time and materials consulting rates. Unless otherwise agreed between Dell Technologies and Customer, in cases where service parts are shipped directly to Customer, the Customer must be able to accept shipment at the location of the Products to be serviced. Dell Technologies will not be held liable for support delays due to the Customer's failure or refusal to accept shipment of parts. Multi-component storage systems require active support option agreements on all hardware and software components of the system in order to receive all of the benefits of the support agreement for the entire solution. Unless otherwise agreed in writing with Customer, Dell Technologies reserves the right to change the scope of Support Services on sixty (60) days' prior written notice to Customer.

j) **Grant of Copyright or License Rights in Deliverables.** Subject to Customer's payment of all amounts due Dell Technologies, the parties agree (i) Customer shall own all copyrights to the portion of Deliverables (defined below) that consists solely of written reports, analyses and other working papers prepared and delivered by Dell Technologies to Customer in the performance of Dell Technologies obligations hereunder, and (ii) for the portion of Deliverables that consists of scripts and code, Dell Technologies grants Customer a non-exclusive, non-transferable, irrevocable (except in case of breach of this Service Description) perpetual right to use, copy and create derivative works from such (without the right to sublicense) for Customer's internal business operations, as contemplated hereunder. The license granted in this section does not apply to (a) Customer furnished materials, and (b) any other Dell Technologies products or items licensed, or otherwise provided, under a separate agreement. "Deliverables" means any reports, analyses, scripts, code or other work results which have been delivered by Dell Technologies to Customer within the framework of fulfilling obligations under this Service Description.

1. **Customer Furnished Materials.** Customer does not relinquish any of its rights in materials it furnishes to Dell Technologies for use in performing the Services. Pursuant to Customer's Proprietary Rights (defined below) therein, Customer grants Dell Technologies a non-exclusive, non-transferable right to use such solely for the benefit of Customer in fulfillment of Dell Technologies obligations hereunder.
2. **Reservation of Proprietary Rights.** Each party reserves for itself all Proprietary Rights that it has not expressly granted to the other. Dell Technologies shall not be limited in developing, using or marketing services or products which are similar to the Deliverables or Services provided hereunder, or, subject to Dell Technologies confidentiality obligations to Customer, in using the Deliverables or performing similar Services for any other projects. "Proprietary Rights" mean all patents, copyrights, trade secrets,

methodologies, ideas, concepts, inventions, know-how, techniques or other intellectual property rights of a party.

- k) **Order of Precedence.** Unless otherwise agreed in an agreement in writing by the parties, 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. 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.

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