ProSupport for Infrastructure

Introduction

Dell Technologies¹ is pleased to provide ProSupport for Infrastructure (the "Service(s)" or "Support Services") in accordance with this Service Description ("Service Description"). Your quote, order form or other mutually-agreed upon form of invoice or order acknowledgment from Dell Technologies (the "Order Form") will include the name(s) of the Product(s)², applicable Service(s) and related option(s), if any. For additional assistance, or to request a copy of your governing agreement applicable to the Services (the "Agreement"), contact your Dell Technologies sales representative. For Customers who purchase from Dell under a separate Agreement that authorizes the sale of these Services, the Dell Services Terms & Conditions Supplement³ also applies to these Services. For a copy of your agreement with your applicable Dell Technologies reseller, contact that reseller.

The Scope of This Service

The features of this Service include:

- Access on a 24x7 basis (including holidays)⁴ to the Dell Technologies Customer Service and Support organization for troubleshooting assistance of Products.
- On-site dispatch of a technician and/or delivery of replacement parts to the Installation Site or other Customer business location
 approved by Dell Technologies as detailed in the Agreement (as necessary and according to the support option purchased) to
 address a Product problem. See below for more details on severity levels and onsite service options.

Please review the table below for more details.

How to Contact Dell Technologies if You Require Service

Online, Chat, and Email Support: Dell Technologies website, chat, and email support available for select products at www.dell.com/contactus.

Telephone Support Requests: Available on a 24x7 basis (including holidays). Availability may differ outside of the United States and is limited to commercially reasonable efforts unless otherwise specified in this document. Visit www.dell.com/contactus for a list of applicable telephone numbers for your location.

The following chart lists the service features of ProSupport for Infrastructure provided under Dell Technologies' warranty and/or maintenance terms. ProSupport for Infrastructure is available to support and maintain:

1. Dell Technologies Equipment which is identified on the <u>Dell Technologies Product Warranty and Maintenance Table</u> and/or on your Order Form as

including ProSupport for Infrastructure during the applicable warranty period; or

eligible for upgrade to ProSupport for Infrastructrure during the applicable warranty period; or

eligible for ProSupport for Infrastructure during a subsequent maintenance period.

2. Dell Technologies Software which is identified on the <u>Dell Technologies Product Warranty and Maintenance Table</u> and/or on your Order Form as eligible for ProSupport for Infrastructure during a maintenance period.

¹ "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.

² As used in this document, "Dell Technologies Products", "Products", "Equipment" and "Software" means the Dell Technologies Equipment and Software identified on the <u>Dell Technologies Product Warranty and Maintenance Table</u> 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 <u>Dell Technologies Commercial Terms of Sale</u>, 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.

³ To review the Dell Services Terms of Sale Supplement, please go to https://www.dell.com/servicecontracts/global, choose your country and select the Support Services tab on the left hand navigation column of your local country page.

⁴ Availability varies by country. Contact your sales representative for more information.

SERVICE FEATURE	DESCRIPTION	PROSUPPORT—COVERAGE DETAILS
GLOBAL TECHNICAL SUPPORT	Customer contacts Dell Technologies by telephone or web interface on a 24x7 basis to report an Equipment or Software problem. Telephone contacts will be routed to a remote technical support contact to assist with their issue.	For Severity 1 issues customers receive Incident Manager coverage.
ONSITE RESPONSE	Dell Technologies sends authorized	Included for Equipment only.
	personnel to Installation Site to work on the problem after Dell Technologies has isolated the problem and deemed Onsite Response necessary.	Initial Onsite Response objective is based on the option purchased by the Customer. The options available to the Customer are the following; either 1) a four-hour service response or 2) a service response during the next local business day, during normal business hours, after Dell Technologies deems Onsite Support is necessary.
		4-Hour On-site Response
		Typically arrives on-site within 4 hours after completion of telephone-based troubleshooting.
		 Available seven (7) days each week, twenty-four (24) hours each day including holidays. Available within defined four (4) hour response locations. 4 Hour parts locations stock essential operational components, as determined by Dell Technologies. Non-essential parts may be shipped using overnight delivery.
		Next Business Day On-site Response
		Following telephone-based troubleshooting and diagnosis, a technician can usually be dispatched to arrive on-site the next business day.
		 Calls received by Dell Technologies after local cutoff at Customer site local time may require an additional business day for service technician to arrive at Customer's location. Available only on select models of Products.
		Onsite Response does not apply to Software and may be separately purchased.

***SEVERITY LEVEL DEFINITIONS**

SEVERITY 1 Critical – loss of ability to perform critical business functions and requires immediate response

SEVERITY 2 High – able to perform business functions, but performance/capabilities are degraded or severely limited.

SEVERITY 3 Medium/Low – little to no business impact.

PROSUPPORT AIOPS PLATFORMS

AlOps is artificial intelligence (AI) for IT operations. It refers to the strategic use of AI, machine learning (ML), and machine reasoning (MR) technologies that simplify and streamline processes and optimize the use of Customer's IT resources.

Included.

ProSupport AlOps Platforms include CloudlQ, TechDirect, and MyService 360, which are all enabled via connectivity software, such as secure connect gateway, and provide benefits not limited to the following:

- Proactive issue detection and case creation
- Predictive detection of hardware failures
- Self-serve case creation
- Self-serve part dispatch
- Dell Security Advisories
- CloudIQ Cybersecurity Assessment

Please contact your Dell Technologies representative for covered products

REPLACEMENT PARTS DELIVERY

Dell Technologies provides replacement parts when deemed necessary by Dell Technologies.

Included. Replacement parts delivery objective is based on the option purchased by the Customer. The options available to the Customer are the following; either 1) a four-hour service response or 2) a service response during the next local business day, during normal business hours, after Dell Technologies deems that a replacement part delivery is necessary. A same business day 4-hour part is one which upon failure may prevent the Supported Product that causes the loss of ability to perform critical business functions and requires immediate response. Parts deemed non-critical include, but are not limited to: bezels, mechanical chassis, hard drive blanks, rail kits, cable management accessories. Parts that may be deemed critical are: motherboards, CPUs, select memory modules and hard disk drives.

Local country shipment cut-off times may impact the same day/next local business day delivery of non-critical replacement parts.

Installation of all replacement parts performed by Dell Technologies as part of Onsite Response, but Customer has option to perform installation of Customer Replaceable Units (CRUs). See <u>Dell Technologies Product Warranty and Maintenance Table</u> for listing of parts designated as CRUs for specific Equipment or contact Dell Technologies for more details.

If Dell Technologies installs the replacement part, Dell Technologies will arrange for its return to a Dell Technologies facility. If Customer installs the CRU, Customer is responsible for returning the replaced CRU to a facility designated by Dell Technologies.

If the Dell technician determines that the Supported Product is one that should be replaced as a whole unit, Dell Technologies reserves the right to send Customer a whole replacement unit. Whole unit replacements may not be stocked for same day response times and there may be extended lead times for arrival of a whole unit replacement at your location, depending on where you are located and the type of Product being replaced.

PROACTIVE SOLID STATE	If prior to reaching its Easternan	Included for Storage and Hyperconverged/Converged Infrastructure Products.
DRIVE REPLACEMENT	If, prior to reaching its Endurance Level, a solid state drive reaches the Endurance Level Threshold (as determined by Dell) or beyond, the Customer is eligible to receive a replacement solid state drive. "Endurance Level" means the average life span of an eligible SSD. "Endurance Level Threshold" is the point in the SSD's life span (as determined by Dell) at which the drive becomes eligible for replacementfor example, upon reaching 95% of the Endurance Level. Endurance Level Thresholds will vary.	Response objective is based on the applicable Replacement Parts Delivery and Onsite Response service features detailed above. Customer must activate and maintain the currently supported version(s) of remote IT support and monitoring software (implemented as a secure connect gateway), during the applicable term of support. Connectivity software enablement, as applicable, is a prerequisite for these additional renewal service features. Pre-imaged drives are not eligible for Proactive Solid State Drive Replacement by Dell Technologies.
RIGHTS TO NEW RELEASES OF SOFTWARE	Dell Technologies provides the rights to new Software Releases as made generally available by Dell Technologies.	Included.
INSTALLATION OF NEW SOFTWARE RELEASES	Dell Technologies performs the remote installation of new Software Releases.	Included with ProSupport 4-hour only on storage equipment when the associated embedded operating environment software being installed is covered by a Dell warranty or a current Dell maintenance contract. Equipment operating environment software is defined as user interface software programming and/or microcode needed to enable the Equipment administration, control, and perform its basic functions, and without which the equipment cannot operate. Customer is entitled to remote installation of the OE software updates with an activated and maintained supported version of secure connect gateway software. Please reference the Product Warranty Maintenance Table for eligible products. Other Software (non-OE) Customer performs the installation of new Software Releases unless otherwise deemed necessary by Dell Technologies.
24X7 REMOTE MONITORING AND REPAIR	Certain Products will automatically and independently contact Dell Technologies to provide input to assist Dell Technologies in problem determination. Dell Technologies remotely accesses Products if necessary for additional diagnostics and to provide remote support.	Included for Products that have remote monitoring tools and technology available from Dell Technologies. Once Dell Technologies is notified of a problem, the same response objectives for Global Technical Support and Onsite Response will apply as previously described.

Exclusions

The following activities are not included in the scope of this Service Description:

- De-installation, re-installation or configuration of product(s), software or application(s)
- · Removal of de-installed Product from the Customer's premises
- Operating environment Software troubleshooting above and beyond returning the Product to a working state (e.g. consulting, performance tuning, configuration, scripting or benchmarking are excluded)
- Services required due to failure to incorporate any system fix, repair, patch, or modification provided by Dell Technologies or due to failure of the Customer to take avoidance action previously advised by Dell Technologies, such as a communicated security advisory or critical fix update that a customer does not implement
- Services that, in the opinion of Dell Technologies, are required due to improper treatment or use of the products or equipment
- · Customization of the Customer's server or storage device except as expressly stated in this Service Description
- Any recovery or transfer of data or applications
- · Warranty service or support for non-Dell Technologies systems, software, or components
- Services that, in the opinion of Dell Technologies, are required due to unauthorized attempts by third-party personnel to install, repair, maintain, or modify hardware, firmware, or software
- Network printer installation or network file share mapping
- Server, storage, network or router configuration of any kind
- Network services, including attachment of a system to a network (other than an Ethernet LAN)
- · Any activity not specifically set forth in this Service Description.

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 applicable.

COLLABORATIVE ASSISTANCE

If a Customer opens a service request and Dell Technologies determines that the problem arises with an eligible third-party vendor's products commonly utilized in conjunction with Products covered by a current Dell Technologies warranty or maintenance contract, Dell Technologies will endeavor to provide Collaborative Assistance under which Dell Technologies: (i) serves as a single point of contact until the problems are isolated; (ii) contacts the third-party vendor; (iii) provides problem documentation; and (iv) continues to monitor the problem and obtain status and resolution plans from the vendor (where reasonably possible).

To be eligible for Collaborative Assistance, Customer must have the appropriate active support agreements and entitlements directly with the respective third-party vendor and Dell Technologies or an authorized Dell Technologies reseller. Once isolated and reported, the third-party vendor is solely responsible to provide all support, technical and otherwise, in connection with resolution of the Customer's problem. **Dell Technologies IS NOT RESPONSIBLE FOR THE PERFORMANCE OF OTHER VENDORS' PRODUCTS OR SERVICES**. A list of Collaborative Assistance partners can be found on the <u>Collaborative Assistance List</u>. Please note that supported third-party products may change at any time without notice to Customers.

DELL TECHNOLOGIES SYSTEM SOFTWARE SUPPORT

Dell Technologies Software support included within ProSupport for Infrastructure provides support for select Third Party Products, including select end-user applications, operating systems, hypervisors and firmware when such Third Party Products are 1) purchased from Dell Technologies, 2) purchased with Products, 3) currently installed and operating on Products at the time that support is requested, and 4) The Product is covered by an existing ProSupport for Infrastructure support and maintenance term of service. Customer is solely responsible for correcting any problems with licenses and purchases of eligible software to be eligible to receive these Services at any time during the coverage period. A list of eligible software can be found on the Comprehensive Software Support List. Please note that supported Third Party Products may change at any time without notice to Customers. Situations giving rise to Customer's questions must be reproducible on a single system, which may be physical or virtual. Customer understands and accepts that resolutions of certain issues giving rise to Customer's service request may not be available from the publisher of the relevant

software title (including but not limited to, instances where the publisher is no longer providing support or maintenance on the relevant software title for any reason) or may require additional support from the publisher, including installation of additional software or other changes to Products, Customer accepts that in such situations where no resolution is available from the publisher of the relevant software title, Dell Technologies' obligation to provide support to the Customer will also be fully satisfied.

Additional Terms and Conditions Applicable to End Users Purchasing Product(s) from an OEM

An "OEM" is a reseller who sells the Supported Products in a capacity as an original equipment manufacturer that is purchasing Dell Technologies Products and Services from the OEM Solutions (or its successor) business group for an OEM project. An OEM typically embeds or bundles such Dell Technologies Products in or with OEM Customer's proprietary hardware, software or other intellectual property, resulting in a specialized system or solution with industry or task-specific functionality (such system or solution an "OEM Solution") and resells such OEM Solution under OEM's own brand. With respect to OEMs, the term "Supported Products" includes Dell Technologies Supported Products that are provided without Dell Technologies branding (i.e. unbranded OEM-ready system), and "End-User" means you, or any entity purchasing an OEM Solution for its own end-use and not for reselling, distributing or sub-licensing to others. It is OEM's responsibility to provide first level troubleshooting to the End User. An appropriate best-effort initial diagnosis should be performed by OEM before the call goes to Dell Technologies. This OEM maintains responsibility for providing the initial troubleshooting even when its End User engages Dell Technologies to request service, and if an End User contacts Dell Technologies for service without contacting their OEM, Dell Technologies will ask the End User to contact their OEM to receive first level troubleshooting before contacting Dell Technologies.

Dell Technologies ProSupport for Infrastructure on Non-Standard Parts in Custom Server Products

The repairs and exchanges of non-standard or unique parts ("Non-Standard Component Support Services") are a value-added exchange service complementing Customer's PowerEdge Product warranty that covers standard Dell Technologies components in a standard configuration, and that require replacement due to defects in workmanship or materials ("Warranty Repairs"). Dell Technologies branded firmware/software for "Non-Standard Components" is NOT available, and the Customer must use manufacturer provided utilities to monitor and/or update the component. The Customer will also work with the manufacturer directly to resolve any quality issues related to software/firmware, utilities, and hardware. Dell Technologies will provide Non-Standard Support Services to replace non-standard or unique parts that Customer forecasted and guaranteed to be available as set forth above, and once Customer has made corresponding arrangements to assist Dell Technologies in placing any orders for service stock in order to facilitate repair activity. Provided Customer has accurately forecasted stocking needs, Dell Technologies will exchange the part that exhibits a defect according to the Customer's applicable response time for Warranty Repairs and install the replacement part in the Customer's Product, but Customer acknowledges and agrees that Dell Technologies is not liable to Customer to ensure part availability. Same day (e.g. 4 hour) parts and field response may not be available for "non-standard" component replacement, and Dell Technologies will default to Next Business Day Service in these cases. Replacement parts may be new or refurbished as permitted by local law, and fulfillment of Non-Standard Component Support Services repairs and exchanges may require Dell Technologies to utilize a third party manufacturer/third party publisher's warranty and/or maintenance services, and Customer agrees to assist Dell Technologies and provide any materials requested by any third party manufacturer or third party publisher to facilitate utilization of the corresponding third party warranty and/or maintenance services.

Dell Technologies's engineering testing of the resulting configuration pursuant to a separate statement of work (SOW) e.g., testing done after installation of the non-standard or unique parts for a configuration that uses software requested by Customer -- is a point in time activity to be done once rather than on a continuous basis, and the Non-Standard Component Support Services are available only on the specific configuration as defined by Customer and tested by Dell Technologies. Dell Technologies will communicate the exact hardware configuration tested including firmware levels. Once engineering testing is complete Dell Technologies will provide the results via reports with indication of Pass/Fail. Dell Technologies will use commercially reasonable efforts to support recognition and operation of the non-standard component on the Dell Technologies Product, however modification of Dell Technologies standard utilities (including BIOS, IDRAC, and connectivity software) will not be supported. Customer will be responsible for working with the manufacturer directly to resolve any non-standard component issues which arise during engineering testing (including quality issues, software, firmware, or hardware specifications/limitations). Additional Dell Technologies engineering testing after Customer has received a report with an indication of PASS will require a new SOW and associated non-recurring engineering fees, including any engineering testing requested in connection with a repair or replacement of any component of the configuration during the warranty term of the Customer's Equipment.

Other Details about Your Service

The warranty periods and support options ("Support Information") on this website apply (i) only between Dell Technologies and those organizations that procure the applicable products and/or maintenance under a contract directly with Dell Technologies (the "Dell Technologies Customer"); and (ii) only to those products or support options ordered by the Dell Technologies Customer at the time that the Support Information is current. Dell Technologies may change the Support Information at any time. Other than changes caused by publishers and manufacturers of Third Party Products, the Dell Technologies Customer will be notified of any change in the Support Information in the manner stated in the then current product ordering and/or maintenance related agreement between Dell Technologies and the Dell Technologies Customer, but any such change shall not apply to products or support options ordered by the Dell Technologies Customer prior to the date of such change.

Dell Technologies will have no obligation to provide 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.

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's service records for your Product, of 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.

After remote diagnosis, Dell reserves the right to refuse a Customer's requests for replacement of defective components if such requests materially exceed the standard failure rates for the component and system involved, such failure rates are constantly monitored by Dell in the context of its activity as provider of IT support services.

Limits to Scope of Service. Dell may refuse to provide Service if, 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 Customer's failure to comply with its obligations under this Service Description.

Parts Stocked: Dell currently stocks parts in various locations throughout the world. Selected parts may not be stocked in the location closest to a customer's site. If a part that is needed to repair the Supported Product is not available from a Dell facility near the Customer's location and must be transferred from another facility, it will be shipped using overnight delivery or as soon as is practical and commercially reasonable. Four (4) hour parts locations stock components of the system, as determined by Dell. A 4-hour eligible component is one, which upon failure, may prevent the system from performing its basic functions. Parts deemed non-critical include, but are not limited to: software, floppy drives, media drives, modems, speakers, sound cards, zip drives, monitors, keyboards, and mice. In order to receive four (4) hour parts, Customer must be located within the coverage area determined by Dell. Dell shall only stock parts in accordance with standard configurations. Stocking of service parts requires thirty (30) days lead time.

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 Support Information on this website. 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.

Dell Technologies retains the right to determine the final resolution of all support incidents. Activities such as, but not limited to, the following are excluded from this service: Services required due to failure to incorporate any system fix, repair, patch, or modification provided by Dell Technologies; services that, in the opinion of Dell Technologies, are required due to unauthorized attempts by third-party personnel to install, repair, maintain, or modify hardware, firmware, or software; services that, in the opinion of Dell Technologies, are required due to improper treatment or use of the products or equipment; and services required due to failure of the Customer to take avoidance action previously advised by Dell Technologies.

Any service, task or activity other than those specifically noted in this Service Description under "The Scope of this Service" is not included and will be considered out-of-scope. Out-of-scope services will be charged in accordance with Dell Technologies' then-current time and materials "Out of Scope" hourly rate for the specified service, task or activity performed.

CONTACT US

To learn more, contact your local representative or authorized reseller.

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