

Dell Service Description

Residency (Transitional)

Introduction

Dell is pleased to provide Residency (Transitional) (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 Dell Technical Support or your sales representative.

Description of the Service

This service offering provides customers with a resource with expert knowledge of Dell EMC products and infrastructure. The Transitional Resident is a highly skilled and experienced individual who can provide guidance either post deployment or for a currently installed Dell EMC solution. The resident can provide post-implementation infrastructure management and knowledge transfer to ensure successful adoption of new Dell EMC products and technology. This service offering also provides improvement recommendations through the application of Best Practices specifically aligned to Dell EMC environments.

This one month service consists of 20 contiguous days of work (to a maximum of 160 hours).

Residency scope excludes administration or configuration of application software.

Residency Services do not replace the need for support or deployment services.

Project Scope

A Transitional Resident may perform the following over the duration of the engagement:

- Post Implementation Planning and Knowledge Sharing:
 - Performs transition planning with deployment team.
 - Performs incremental host and network configuration beyond deployment scope.
 - Conducts knowledge transfer for new technology features, management and admin activities, and Standard Operating Procedures.
 - Provides recommendations on product enhancements and upgrades.
 - Sets up initial reports on supported products.
 - Implements Dell EMC System Management Tools.
 - Performs run-book updates (in conjunction with Customer Staff).
- Change Evaluation and Recommendations:
 - Reviews IT processes and policies (Incident, capacity, performance and change management, user, and back up policy) - as part of new solution or continuous improvement.
 - Assists with the solution documentation of policies and procedures in conjunction with the compliance manager(s) and with other key stakeholders.

- Conducts knowledge transfer to address the Customer's skills and resource gaps as well as technology recommendations.
- Administration:
 - Monitors, reviews, and manages Dell EMC infrastructure.

Deliverables

Where appropriate, Dell EMC will provide Customer with the following Deliverables in connection with the Services:

- Weekly Status Report

A Transitional Resident is an administrative and design expert on a specific Dell EMC technology solution.

Table 1: Transitional Residency Services offered by Technology

Service Offering	Products	Exclusions
Residency for Midrange Storage, Transitional	PowerStore or Unity or SC Series or PS Series or MD/ME Series	
Residency for Server, Transitional	Rack & Tower Servers or Modular Infrastructure Servers OpenManage Enterprise Microsoft SW: Windows, Hyper-V, SCVMM VMware SW: vCenter, vSphere	Linux Software HPC DSS Servers
Residency for Networking, Transitional	Data Center (S or Z or M series or Connectrix) or Campus (N or C Series)	
Residency for Converged Systems, Transitional	vBlock/VxBlock Systems or PowerOne	
Residency for Hyperconverged Infrastructure, Transitional	VxRail/vSAN Ready Nodes or S2D Ready Nodes or VxFlex integrated rack or VxFlex Appliance or VxFlex Ready Nodes or VxFlex OS VMware SW: vCenter, vSphere, vSAN Microsoft SW: Windows, Hyper-V, SCVMM, S2D	VMware NSX vRealize Suite
Residency for Data Protection, Transitional	Data Domain (DD3300, PP DD, DDVE) or IDPA (DP4400) or PowerProtect Data Manager or Data Protection Suites (DPS for VMware, DPS for Commercial) or RecoverPoint for Virtual Machines (VMs)	

Assumptions

Dell has made the following specific assumptions while specifying the Services detailed in this Service Description:

- All information provided by Customer regarding site technical requirements / architecture is materially correct.
- Dell will, in its sole discretion, determine the appropriate Resident(s) necessary to complete the Services. In the event the assigned Resident becomes unavailable due to illness, civic duties,

military service, training, or personal unforeseen time off, another Resident will be identified by Dell and communication to the Customer will occur before the change in the Resident resource occurs.

- Resident(s) will remain under the sole direction and responsibility of Dell and the execution of the Services under Dell's surveillance; therefore they shall, under no circumstances or events, be considered or assimilated to Customer's employees.

Exclusions

For the avoidance of doubt, the parties acknowledge and agree that Dell is not responsible for any Customer and/or third-party personnel, hardware, software, equipment or other assets currently utilized in the Customer's operating environment, and that the following activities are not included in the scope of this Service Description:

- Any Dell training, services, tasks or activities other than those specifically noted in this Service Description.
- Managed services, managed deployment, application development, and ProDeploy related services.
- The provision of the Services does not include the development of any intellectual property created solely and specifically for the Customer under this Service Description.
- This Service is time bound and does not guarantee completion of tasks or specific deliverables without the possibility of an additional time extension. Dell does offer fixed price, fixed deliverable services, if desired.
- The Service is performed by Expert(s) with a given skillset in a fixed block of time. Dell will use the Customer's list of priorities to maximize the output of work and to meet the agreed upon goal plans. Any activities or services, the performance of which would require Dell to work beyond this fixed block of time, are outside the scope of service.

Upon request by Customer, Dell will provide a proposal for such out of scope 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 defined below, as applicable.

Offer-Specific Customer Responsibilities

Customer's timely provision to Dell of office accommodations, facilities, equipment, assistance, cooperation, complete and accurate information and data from Customer officers, agents, and employees, suitably configured computer products, and network access is essential to the performance of the Services set forth in this document. Customer is responsible for ensuring that all Customer data has been backed-up prior to commencement of the Services. Dell assumes no responsibility or liability for any loss of, loss of access to, or unrecoverable data in connection with the Services. The following are the additional responsibilities of Customer:

- Provide at least one technical contact with system administration responsibilities and appropriate system/information access privileges.
- Make appropriate system maintenance window(s) available for Dell personnel as needed to prepare equipment.
- Ensure that all environment, technical and operational requirements are met prior to commencement of the Services.

- Provide Dell personnel with access to the Customer's subject matter experts, systems and networks (including, without limitation, remote systems/ network access) necessary to perform the Services during Dell's normal business hours (or other mutually agreed upon times).
- Provide support from technical support teams for all vendors and third parties, as necessary.
- Assume all responsibility for network connectivity, performance, and configuration issues.
- Verify that the equipment location(s) is/are prepared prior to the commencement of the Services.

General Customer Responsibilities

Authority to Grant Access. Customer represents and warrants that it has obtained permission for both Customer and Dell 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.

Non-solicitation. Where allowed by law, Customer will not, without Dell's 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 employee with whom you have come in contact in connection with Dell's 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 prior to the commencement of employment discussions with you.

Customer Cooperation. Customer understands that without prompt and adequate cooperation, Dell 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 with all cooperation necessary for Dell to perform the Service. If Customer does not provide reasonably adequate cooperation in accordance with the foregoing, Dell 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) 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), 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 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 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 OR A THIRD-PARTY SERVICE PROVIDER.

Third Party Warranties. These Services may require Dell to access hardware or software that is not manufactured by Dell. Some manufacturers' warranties may become void if Dell or anyone else other than the manufacturer works on the hardware or software. Customer will ensure that Dell's performance of Services will not affect such warranties or, if it does, that the effect will be acceptable to Customer. Dell 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, this Service, unless otherwise listed below, will be performed Monday through Friday during normal Dell business hours, which is from 8:00 AM to 6:00 PM Customer local time:

Country	Normal Dell 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, Netherland Antilles, New Zealand, Singapore, Thailand	Monday thru Friday from 9:00 AM to 5:00 PM
Argentina, France, India, Indonesia, Italy, Korea, Malaysia, Paraguay, 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

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 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 agreement with Dell 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 as 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 Services	
	Customers Purchasing Dell Services Directly From Dell	Customers Purchasing Dell Services Through an Authorized Dell Reseller
United States	Dell.com/CTS	Dell.com/CTS
Canada	Dell.ca/terms (English) Dell.ca/conditions (French-Canadian)	Dell.ca/terms (English) Dell.ca/conditions (French-Canadian)
Latin America & Caribbean Countries	Local Dell.com country-specific website or Dell.com/servicesdescriptions/global .*	Local Dell.com country-specific website or Dell.com/servicesdescriptions/global .*
Asia-Pacific-Japan	Local Dell.com country-specific website or Dell.com/servicesdescriptions/global .*	Service Descriptions and other Dell service documents which you may receive from your seller shall not constitute an agreement between you and Dell 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 service document shall in this context be understood as a reference to you whereas any reference to Dell shall only be understood as a reference to Dell as a service provider providing the Service on behalf of your seller. You will not have a direct contractual relationship with Dell with regards to the Service described herein. For the avoidance of doubt any payment terms or other contractual terms which are by their nature solely relevant between a buyer and a seller directly shall not be applicable to you and will be as agreed between you and your seller.
Europe, Middle East, & Africa	Local Dell.com country-specific website or Dell.com/servicesdescriptions/global .* In addition, customers located in France, Germany and the UK can select the applicable URL below: France: Dell.fr/ConditionsGeneralesdeVente Germany: www.Dell.de/Geschaeftsbedingungen UK: Dell.co.uk/terms	Service Descriptions and other Dell service documents which you may receive from your seller shall not constitute an agreement between you and Dell 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 service document shall in this context be understood as a reference to you whereas any reference to Dell shall only be understood as a reference to Dell as a service provider providing the Service on behalf of your seller. You will not have a direct contractual relationship with Dell with regards to the Service described herein. For the avoidance of doubt any payment terms or other contractual terms which are by their nature solely relevant between a buyer and a seller directly shall not be applicable to you and will be as agreed between you and your seller.

* Customers may access their local [Dell.com](https://www.dell.com) website by simply accessing [Dell.com](https://www.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](https://www.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.

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 website in connection with your purchase or within a Dell 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 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 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. Commercially Reasonable Limits to Scope of Service. Dell may refuse to provide Service if, in its commercially reasonable 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 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 and will vary by Customer location. Optional services may require a separate agreement with Dell. In the absence of such agreement, optional services are provided pursuant to this Service Description.

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

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

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.

H. **Service Expiration.** Customer shall have six (6) months from the date of Dell EMC's invoice to use the Services described herein ("**Service Period**"). The Services shall automatically expire on the last day of the Service Period, unless otherwise agreed by Dell EMC, and provided that Dell EMC and Customer will comply with applicable laws, and in the event of a conflict between this provision and Customer's master agreement that authorizes the purchase of these Services, then such master agreement will take precedence over this Service Description. Completion of the Scope of Services described in this Service Description and delivery of Deliverables to Customer, if applicable, shall constitute full performance of the Services notwithstanding any amount of time or hours set forth on any quote or invoice that Customer receives describing the Services. Under no circumstances shall Customer be entitled to a credit or refund of any unused portion of the Services unless otherwise agreed between Dell EMC and Customer, and provided that Dell EMC and Customer will comply with applicable laws, and in the event of a conflict between this provision and Customer's master agreement that authorizes the purchase of these Services, then such master agreement will take precedence over this Service Description.

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