

amendment to this Schedule. When Dell EMC and Customer have agreed on the increase, Dell EMC shall prepare and send an amendment to Customer using the pricing in Table 3.3. The parties shall indicate their acceptance by signing the amendment and Dell EMC shall invoice Customer based on the new pricing pursuant to the amendment. When extending the duration of the Flexible Consumption Period, the revised duration continues to be measured from the original Commencement Date of the Flexible Consumption Period. If the duration of Flexible Consumption Period was thirty (36) months and the amendment adds six (6) months, then the new Flexible Consumption Period is a total of forty-two (42) months, beginning on the original starting date. The revised Monthly Unit Rate commences on the first day of the first month following the month in which the amendment becomes effective. In no event shall the amendment have any retroactive effect.

Table 3.5 – Pricing for Increases Monthly Committed Capacity/Flexible Consumption Period

STORAGE

Table to be inserted

MEMORY

Table to be inserted

3.6 Renewal and/or Month-to-Month Extension. Prior to the expiration of the applicable Flexible Consumption Period, Customer shall notify Dell EMC that Customer no longer wishes to use the Products. Customer shall completely migrate its information and data off of the Products and establish a mutually convenient date, coinciding with the end of a Billing Period, when the Products will be returned to Dell EMC. However, until Customer notifies Dell EMC that Customer has removed its data and the Products have been returned, Customer shall continue to pay the then currently applicable Flexible Consumption Fee on a month-to-month basis. In order to implement a new agreement, Customer must issue a new purchase order that complies with the requirements of the new agreement. Customer agrees to pay all charges incurred on a month-to-month extension regardless of whether or not it has issued a purchase order to Dell EMC.

4. DELIVERY, INSTALLATION AND IDENTIFICATION.

4.1 Delivery. Dell EMC shall deliver all Products to the “Ship-To” address stated in Table 4.3 below. Where Software is provided in a form that is embedded on the Equipment, Dell EMC will enable any required license keys (meaning information needed to enable activation and use of the Software) by electronic means.

4.2 Deployment Services. Deployed Services, subject to this Schedule, are listed on the Attachment 1 hereto. Other services, may be made available under a separate contract signed by the parties.

4.3. Shipment and Installation Site(s).

Table 4.3 – Shipment and Installation Site(s).	
Licensed Software Ship-To Address (one address):	Installation Site(s), if any:
TBD	TBD

5. Miscellaneous. Unless otherwise set forth above, the terms and conditions of the Governing Agreement shall apply to, and shall be considered incorporated into, this Schedule. The terms and conditions in this Schedule are deemed to be confidential information in accordance with the Governing Agreement. In the event of the assignment of this Schedule by Dell EMC, the assignee shall have all Dell EMC’s rights hereunder, but none of its obligations, and upon receipt by Customer of written notice of any such assignment, Customer shall make all Flexible Consumption Fee payments thereafter becoming due under any assigned Schedule to such assignee, and in regards to the Committed Capacity portion of that Fee, without regard to any set-off, defense or counter claim that Customer may have against Dell EMC or any third party. Customer and Dell EMC agree that a signed Schedule may be amended by written notice from Dell EMC to Customer provided such notice is to correct the serial (or service tag) number of Products.

Attachment 1
(Bill of Materials to be attached)



**Flexible Consumption Schedule (Flex on Demand) – U.S. COMMERCIAL
To the Commercial Master Flexible Consumption Agreement (MFCA)
General Flex on Demand Schedule Terms**

This Flexible Consumption Schedule (the “**Schedule**”) sets forth the terms under which the customer identified below (“**Customer**”) may access and use certain Products from the Dell EMC entity identified below (“**Dell EMC**”). Customer’s use of Products is subject to the terms of this Schedule and the **Governing Agreement** identified below.

1. Effective Date, Commencement Date.

1.1 Schedule Effective Date and Transaction Start Date. This Schedule expresses the current understanding of Dell EMC and Customer with regard to the Products listed on the Attachment 1 hereto. This Schedule, when signed by Dell EMC and Customer takes effect as of the **Effective Date** shown above.

1.2. Commencement Date. The Flexible Consumption Period shall commence on either (i) the first day of the first month following the date the Products have been installed at the Installation Site, or, if Customer delays the installation process or if Customer’s facility is not prepared for the installation of Products, (ii) the first day of the second month following the Product’s arrival at the Installation Site (as applicable, the “**Commencement Date**”).

2. Listing of Products; Unit of Measure (“UOM”) for Software; Level of Support Services.

2.1 Products. The Products subject to this Schedule are listed on the Attachment 1 hereto.

2.2 Unit of Measure for Software. A complete description of the Unit of Measure applicable to each unit of Software listed on the Attachment 1 is contained in the Dell EMC Units of Measure at <https://www.dell EMC.com/content/dam/digitalassets/active/en/unauth/manual-warranty-informations/products/data-protection/h2483-sw-use-rights.pdf>

2.3 Support Services. The following Table 2.3 specifies the level of Support Services to be provided for all Products during the Flexible Consumption Period.

Table 2.3 – Level of Support Services	
Support Services Level is:	TBD

2.4 Support Services Terms. Support Services identified in a Schedule relating to Dell-branded and EMC Branded Products will be provided in accordance with and pursuant to the following terms for ProSupport for Enterprise: <https://www.delltechnologies.com/content/dam/digitalassets/active/en/unauth/offering-overview-documents/services/h16453-dellemc-prosupport-mc-option.pdf>.

Support Services identified in a Schedule relating to Dell-branded and EMC Branded Products will be provided in accordance with and pursuant to the following terms for ProSupport Plus for Enterprise: <https://www.delltechnologies.com/content/dam/digitalassets/active/en/unauth/offering-overview-documents/services/h16454-dellemc-prosupport-plus-option.pdf>.

Support Services identified in a Schedule relating to Dell-branded and EMC Branded Products will be provided in accordance with and pursuant to the following terms for ProSupport One for Data Center: <https://www.delltechnologies.com/content/dam/documents-and-videos/dv1/en/services/support/legal-pricing/dell-emc-prosupport-one-for-data-center.pdf>.

3. BILLING/METRICS. PURCHASE ORDER, FLEXIBLE CONSUMPTION PERIOD AND RENEWALS.

3.1 Billing Metrics and Flexible Consumption Period. Customer is authorized to use all or a portion of the Products and receive Support Services thereon only during the **Flexible Consumption Period** as described in Table 3.3 below. During the Flexible Consumption Period, Dell EMC will measure the usage of the Products on a daily basis and issue a monthly invoice, in arrears, to Customer that reflects the amount of average usage during the prior month. The monthly Flexible Consumption Fee for usage is based on a minimum committed amount of use (the “**Monthly Committed Capacity**”) plus any usage in excess thereof (use of the “**Monthly Reserve Capacity**”). The Metered Total Capacity, Monthly Committed Capacity and Reserve Capacity are measured by means of the following metric:

3.2 Capacities and Asset Metering. Prior to Billing, Dell EMC will provide Customer a monthly usage report, which reflects both the Metered Total Capacity of the Products and the Monthly Committed Capacity as a Percentage of that Metered Total Capacity.

“**Metered Total Capacity**” means the reported capacity of the Products based upon Customer’s storage configuration in the applicable environment. Monthly reports will reflect the Metered Total Capacity of Products as reported by the asset and will scale the Monthly Committed Capacity in line with the Monthly Committed Capacity as a Percentage of Metered Total Capacity (see table 3.3). The committed Monthly Flexible Consumption Fee, the Monthly Unit Rate (Charge per GiB per Month) and the Monthly Committed Capacity as a Percentage of Metered Total Capacity remain fixed.

3.3 Rate, Billing Period and Flexible Consumption Fee; Reserve Capacity Cap. Table 3.3 sets forth the Billing Period, Monthly Unit Rate, the Flexible Consumption Period and Fee for the Monthly Committed Capacity. The Flexible Consumption Fee per Billing Period is the sum of the fee for the Monthly Committed Capacity and plus the fee for the Reserve Capacity, if any, used during that Billing Period. These fees are calculated by multiplying the applicable amount of use by the Monthly Unit Rate. In no event shall the Flexible Consumption Fee for any Billing Period be less than that which would apply to the Monthly Committed Capacity. Without limiting the foregoing, Customer is responsible to pay Dell EMC the fees for the Monthly Committed Capacity in accordance with the terms and conditions of this Schedule even if Customer’s actual usage is less than the Monthly Committed Capacity. If the monthly use is not greater than the Monthly Committed Capacity, no Reserve Capacity fee shall be due. If the monthly use exceeds the Monthly Committed Capacity, Dell EMC shall calculate the amount of the Reserve Capacity usage, using the Monthly Unit Rate set forth in Table 3.3 and include the amount in the next monthly invoice issued by Dell EMC.

Table 3.3 – Billing Information	
Flexible Consumption Period begins on	The Commencement Date
Flexible Consumption Period duration is:	TBD months, but continues thereafter on a month-to-month basis until all Product is made available for pick-up by Dell EMC.
Billing Period	Monthly (in arrears)
Monthly Committed Capacity as a Percentage of Metered Total Capacity	TBD
Monthly Unit Rate (Charge per GiB per Month)	TBD
Monthly Flexible Consumption Fee for Monthly Committed Capacity	TBD

Dell EMC shall charge Customer the Monthly Unit Rate for use of Reserve Capacity above the Monthly Committed Capacity up to eighty-five (85%) percent of the Metered Total Capacity, and Customer’s use of the Reserve Capacity between 85% and 100% of the Metered Total Capacity be at no charge to Customer (“Reserve Capacity Cap”) except in cases of: (i) interruption of monitoring when customer is at fault (Section 2.F of the MFCA), or (ii) Customer is in default of this Schedule, where in either case Dell EMC will continue to invoice for use up to 100%. Dell EMC shall issue invoices referencing this Schedule.

3.4 Purchase Order Requirements. Customer’s initial purchase order must specify an amount that is at least equal to the monthly Flexible Consumption Fee for the Monthly Committed Capacity multiplied by the number of months in the Flexible Consumption Period. That minimum amount of the purchase order is shown in Table 3.4 below. Customer shall pay all invoices for Flexible Consumption Fees, including, but not limited to, those that contain charges for use of Reserve Capacity, regardless of whether or not such amounts exceed the amount of Customer’s purchase order(s) issued to Dell EMC in connection with this Schedule. If Dell EMC reasonably determines that the amount of Customer’s original purchase order will not cover the actual Flexible Consumption Fee, then Dell EMC will notify and discuss the situation with Customer. Upon agreement on the additional funds, Customer shall promptly issue a related purchase order for that additional amount.

Table 3.4 – Purchase Order Amount	
Customer Purchase Order amount is:	TBD

3.5 Increasing Monthly Committed Capacity/Flexible Consumption Period. During the Flexible Consumption Period, Customer may increase (i) its Monthly Committed Capacity; or (ii) both the duration of the Flexible Consumption Period and the Monthly Committed Capacity at the applicable Monthly Unit Rates stated in Table 3.5 below. To do so, Customer must agree to the increase in an amendment to this Schedule. When Dell EMC and Customer have agreed on the increase, Dell EMC shall prepare and send an amendment to Customer using the pricing in Table 3.3. The parties shall indicate their acceptance by signing the amendment and Dell EMC shall invoice Customer based on the new pricing pursuant to the amendment. When extending the duration of the Flexible Consumption Period, the revised duration continues to be measured from the original Commencement Date of the Flexible Consumption Period. If the duration of Flexible Consumption Period was thirty (36) months and the amendment adds six (6) months, then the new Flexible Consumption Period is a total of forty-two (42) months, beginning on the original starting date. The revised Monthly Unit Rate commences on the first day of the first month following the month in which the amendment becomes effective. In no event shall the amendment have any retroactive effect.

Table 3.5 – Pricing for Increases Monthly Committed Capacity/Flexible Consumption Period

Table to be inserted

3.6 Renewal and/or Month-to-Month Extension. Prior to the expiration of the applicable Flexible Consumption Period, Customer shall notify Dell EMC that Customer no longer wishes to use the Products. Customer shall completely migrate its information and data off of the Products and establish a mutually convenient date, coinciding with the end of a Billing Period, when the Products will be returned to Dell EMC. However, until Customer notifies Dell EMC that Customer has removed its data and the Products have been returned, Customer shall continue to pay the then currently applicable Flexible Consumption Fee on a month-to-month basis. In order to implement a new agreement, Customer must issue a new purchase order that complies with the requirements of the new agreement. Customer agrees to pay all charges incurred on a month-to-month extension regardless of whether or not it has issued a purchase order to Dell EMC.

4. DELIVERY, INSTALLATION AND IDENTIFICATION.

4.1 Delivery. Dell EMC shall deliver all Products to the “Ship-To” address stated in Table 4.3 below. Where Software is provided in a form that is embedded on the Equipment, Dell EMC will enable any required license keys (meaning information needed to enable activation and use of the Software) by electronic means.

4.2 Deployment Services. Deployed Services, subject to this Schedule, are listed on the Attachment 1 hereto. Other services, may be made available under a separate contract signed by the parties.

4.3. Shipment and Installation Site(s).

Table 4.3 – Shipment and Installation Site(s).	
Licensed Software Ship-To Address (one address):	Installation Site(s), if any:
TBD	TBD

5. Miscellaneous. Unless otherwise set forth above, the terms and conditions of the Governing Agreement shall apply to, and shall be considered incorporated into, this Schedule. The terms and conditions in this Schedule are deemed to be confidential information in accordance with the Governing Agreement. In the event of the assignment of this Schedule by Dell EMC, the assignee shall have all Dell EMC’s rights hereunder, but none of its obligations, and upon receipt by Customer of written notice of any such assignment, Customer shall make all Flexible Consumption Fee payments thereafter becoming due under any assigned Schedule to such assignee, and in regards to the Committed Capacity portion of that Fee, without regard to any set-off, defense or counter claim that Customer may have against Dell EMC or any third party. Customer and Dell EMC agree that a signed Schedule may be amended by written notice from Dell EMC to Customer provided such notice is to correct the serial (or service tag) number of Products.

Attachment 1
(Bill of Materials to be attached)



**Flexible Consumption Schedule (Flex on Demand) – US (One Year Flex) COMMERCIAL
To the Commercial Master Flexible Consumption Agreement (MFCA)
General Flex on Demand Schedule Terms**

This Flexible Consumption Schedule (the “**Schedule**”) sets forth the terms under which the customer identified below (“**Customer**”) may access and use certain Products from the Dell EMC entity identified below (“**Dell EMC**”). Customer’s use of Products is subject to the terms of this Schedule and the **Governing Agreement** identified below.

1. Effective Date, Commencement Date.

1.1 Schedule Effective Date and Transaction Start Date. This Schedule expresses the current understanding of Dell EMC and Customer with regard to the Products listed on the Attachment 1 hereto. This Schedule, when signed by Dell EMC and Customer takes effect as of the **Effective Date** shown above.

1.2 Commencement Date. Flexible Consumption Period shall commence on either (i) the first day of the first month following the date the Products have been installed at the Installation Site, or, if Customer delays the installation process or if Customer’s facility is not prepared for the installation of Products, (ii) the first day of the second month following the Product’s arrival at the Installation Site (as applicable, the “**Commencement Date**”).

2. Listing of Products; Unit of Measure (“UOM”) for Software; Level of Support Services.

2.1 Products. The Products subject to this Schedule are listed on the Attachment 1 hereto.

2.2 Unit of Measure for Software. A complete description of the Unit of Measure applicable to each unit of Software listed on the Attachment 1 is contained in the Dell EMC Units of Measure at <https://www.dell.com/content/dam/digitalassets/active/en/unauth/manual-warranty-informations/products/data-protection/h2483-sw-use-rights.pdf>

2.3 Support Services. The following Table 2.3 specifies the level of Support Services to be provided for all Products during the Flexible Consumption Period.

Table 2.3 – Level of Support Services	
Support Services Level is:	TBD

2.4 Support Services Terms. Support Services identified in a Schedule relating to Dell-branded and EMC Branded Products will be provided in accordance with and pursuant to the following terms for ProSupport for Enterprise: <https://www.delltechnologies.com/content/dam/digitalassets/active/en/unauth/offering-overview-documents/services/h16453-dellemc-prosupport-mc-option.pdf>.

Support Services identified in a Schedule relating to Dell-branded and EMC Branded Products will be provided in accordance with and pursuant to the following terms for ProSupport Plus for Enterprise: <https://www.delltechnologies.com/content/dam/digitalassets/active/en/unauth/offering-overview-documents/services/h16454-dellemc-prosupport-plus-option.pdf>.

Support Services identified in a Schedule relating to Dell-branded and EMC Branded Products will be provided in accordance with and pursuant to the following terms for ProSupport One for Data Center: <https://www.delltechnologies.com/content/dam/documents-and-videos/dv1/en/services/support/legal-pricing/dell-emc-prosupport-one-for-data-center.pdf>.

3. BILLING/METRICS. PURCHASE ORDER, FLEXIBLE CONSUMPTION PERIOD AND RENEWALS.

3.1 Billing Metrics and Flexible Consumption Period. Customer is authorized to use all or a portion of the Products and receive Support Services thereon only during the **Flexible Consumption Period** as described in Table 3.3 below. During the Flexible Consumption Period, Dell EMC will measure the usage of the Products on a daily basis and issue a monthly invoice, in arrears, to Customer that reflects the amount of average usage during the prior month. The monthly Flexible Consumption Fee for usage is based on a minimum committed amount of use (the “**Monthly Committed Capacity**”) plus any usage in excess thereof (use of the “**Monthly Reserve Capacity**”). The Metered Total Capacity, Monthly Committed Capacity and Reserve Capacity are measured by means of the following metric:

3.2 Capacities and Asset Metering. Prior to Billing, Dell EMC will provide Customer a monthly usage report, which reflects both the Metered Total Capacity of the Products and the Monthly Committed Capacity as a Percentage of that Metered Total Capacity. “**Metered Total Capacity**” means the reported capacity of the Products based upon Customer’s storage configuration in the applicable environment. Monthly reports will reflect the Metered Total Capacity of Products as reported by the asset and will scale the

Monthly Committed Capacity in line with the Monthly Committed Capacity as a Percentage of Metered Total Capacity (see table 3.3). The committed Monthly Flexible Consumption Fee, the Monthly Unit Rate (Charge per GiB per Month) and the Monthly Committed Capacity as a Percentage of Metered Total Capacity remain fixed.

3.3 Rate, Billing Period and Flexible Consumption Fee; Reserve Capacity Cap. Table 3.3 sets forth the Billing Period, Monthly Unit Rate, the Flexible Consumption Period and Fee for the Monthly Committed Capacity. The Flexible Consumption Fee per Billing Period is the sum of the fee for the Monthly Committed Capacity and plus the fee for the Reserve Capacity, if any, used during that Billing Period. These fees are calculated by multiplying the applicable amount of use by the Monthly Unit Rate. In no event shall the Flexible Consumption Fee for any Billing Period be less than that which would apply to the Monthly Committed Capacity. Without limiting the foregoing, Customer is responsible to pay Dell EMC the fees for the Monthly Committed Capacity in accordance with the terms and conditions of this Schedule even if Customer's actual usage is less than the Monthly Committed Capacity. If the monthly use is not greater than the Monthly Committed Capacity, no Reserve Capacity fee shall be due. If the monthly use exceeds the Monthly Committed Capacity, Dell EMC shall calculate the amount of the Reserve Capacity usage, using the Monthly Unit Rate set forth in Table 3.3 and include the amount in the next monthly invoice issued by Dell EMC.

Table 3.3 – Billing Information	
Flexible Consumption Period begins on	The Commencement Date
Flexible Consumption Period duration is:	Twelve (12) months, with renewal thereafter on a quarterly basis until all Product is made available for pick-up by Dell EMC.
Billing Period	Monthly (in arrears)
Monthly Committed Capacity as a Percentage of Metered Total Capacity	TBD
Monthly Unit Rate (Charge per GiB per Month)	TBD
Monthly Flexible Consumption Fee for Monthly Committed Capacity	TBD

Dell EMC shall charge Customer the Monthly Unit Rate for use of Reserve Capacity above the Monthly Committed Capacity up to eighty-five (85%) percent of the Metered Total Capacity, and Customer's use of the Reserve Capacity between 85% and 100% of the Metered Total Capacity be at no charge to Customer ("Reserve Capacity Cap") except in cases of: (i) interruption of monitoring when customer is at fault (Section 2.F of the MFCA), or (ii) Customer is in default of this Schedule, where in either case Dell EMC will continue to invoice for use up to 100%. Dell EMC shall issue invoices referencing this Schedule.

3.4 Purchase Order Requirements. Customer's initial purchase order must be for an amount that is equal to (i) the monthly Flexible Consumption Fee for the Monthly Committed Capacity multiplied by the number of months in the Flexible Consumption Period, plus (ii) an additional twenty (20%) percent above the Committed Contract Value (the "Reserve Amount"). The amount of the purchase order is shown in Table 3.4 below. The Reserve Amount is to enable Dell EMC to continue to bill Customer during and through the Flexible Consumption Period for the use of Monthly Reserve Capacity above the Monthly Committed Capacity. Dell EMC shall not bill against the Reserve Amount of the purchase order unless and until Customer uses Monthly Reserve Capacity. Customer shall pay all invoices for Flexible Consumption Fees, including those that contain charges for use of Monthly Reserve Capacity, regardless of whether or not such amounts exceed the amount of Customer's purchase order(s) issued to Dell EMC in connection with this Schedule. If Dell EMC reasonably determines that the amount of Customer's original purchase order will not cover the actual Flexible Consumption Fee, then Dell EMC will notify Customer. Upon agreement of both parties, Customer shall promptly issue a related purchase order for the remaining Flexible Consumption Period.

Table 3.4 – Purchase Order Amount	
12-month Committed Contract Value	TBD
Reserve Amount for use of any Monthly Reserve Capacity:	TBD
Total Customer Purchase Order amount is:	TBD

3.5 Schedule Amendments during the Flexible Consumption Period

3.5.1 Increasing Monthly Committed Capacity during the Flexible Consumption Period. During the Flexible Consumption Period, Customer may increase its Monthly Committed Capacity; at the applicable Monthly Unit Rates stated in Table 3.5 below. The parties shall execute an amendment to this Schedule to document such change and if necessary, Customer shall provide a purchase order for the increased Monthly Committed Capacity. Thereafter Dell EMC shall invoice Customer based on the new pricing pursuant to the amendment.

3.5.2 Extending the duration of the Flexible Consumption Period. Customer can elect to extend the duration of the Flexible Consumption period beyond the original term, at the applicable Monthly Unit Rates stated in Table 3.5 below. When extending the duration of the Flexible Consumption Period, the revised duration continues to be measured from the original starting date of the Flexible Consumption Period. If the duration of Flexible Consumption Period was twelve (12) months and the amendment adds twelve (12) months, then the new Flexible Consumption Period is a total of twenty-four (24) months, beginning on the original starting date. The revised Monthly Unit Rate commences on the first day of the first month following the month in which the amendment becomes effective. In no event shall the amendment have any retroactive effect. The parties shall execute an

amendment to this Schedule to document such change and if necessary, Customer shall provide a purchase order for the extended duration.

Table 3.5 – Pricing for Increasing Monthly Committed Capacity or Extension of Flexible Consumption Period

Table to be inserted

3.6 Expiration of Flexible Consumption Period At least thirty (30) days prior to the expiration of the applicable Flexible Consumption Period, Customer shall notify Dell EMC if Customer intends to Return the Products per the Governing Agreement, including but not limited to migrating and erasing all Customer Data off of the Products. The parties will establish a mutually convenient date, coinciding with the end of a Billing Period, when the Products will be returned to Dell EMC. If Customer fails to Return the Products as provided for under the Governing Agreement within ten (10) days of expiration of the applicable term, this Schedule shall renew for an additional three (3) month term, until either party provides at least thirty (30) days advanced notice of its intent to terminate the Schedule at the end of the then-current term. Customer agrees to pay all charges incurred on a quarterly extension regardless of whether or not it has issued a purchase order to Dell EMC.

4. DELIVERY, INSTALLATION AND IDENTIFICATION.

4.1 Delivery. Dell EMC shall deliver all Products to the “Ship-To” address stated in Table 4.3 below. Where Software is provided in a form that is embedded on the Equipment, Dell EMC will enable any required license keys (meaning information needed to enable activation and use of the Software) by electronic means.

4.2 Deployment Services. Deployed Services, subject to this Schedule, are listed on the Attachment 1 hereto. Other services, may be made available under a separate contract signed by the parties.

4.3. Shipment and Installation Site(s).

Table 4.3 – Shipment and Installation Site(s).	
Licensed Software Ship-To Address (one address):	Installation Site(s), if any:
TBD	TBD

5. Miscellaneous. Unless otherwise set forth above, the terms and conditions of the Governing Agreement shall apply to, and shall be considered incorporated into, this Schedule. The terms and conditions in this Schedule are deemed to be confidential information in accordance with the Governing Agreement. In the event of the assignment of this Schedule by Dell EMC, the assignee shall have all Dell EMC’s rights hereunder, but none of its obligations, and upon receipt by Customer of written notice of any such assignment, Customer shall make all Flexible Consumption Fee payments thereafter becoming due under any assigned Schedule to such assignee, and in regards to the Committed Capacity portion of that Fee, without regard to any set-off, defense or counter claim that Customer may have against Dell EMC or any third party. Customer and Dell EMC agree that a signed Schedule may be amended by written notice from Dell EMC to Customer provided such notice is to correct the serial (or service tag) number of Products.

Attachment 1
(Bill of Materials to be attached)