

# Service Brief

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## ProDeploy for APEX Cloud Platform for Microsoft Azure

The services described with this Service Brief (the “**Services**”) are part of Dell Technologies (“**Dell**”) ProDeploy Infrastructure Suite (“**ProDeploy Suite**”) which is available in multiple tiers: Basic Deployment, ProDeploy and ProDeploy Plus (the “**Offer Tier**” individually or the “**Service Tiers**” collectively). Infrastructure solutions may include but are not limited to hardware platforms such as servers, storage, networking, and modular platforms (the “**Hardware Platform**”) as well as associated Infrastructure software and hardware additions, upgrades, or data management as set forth on Appendix A, hereto (collectively, “**Supplemental Deployment Services**”).

Dell is pleased to provide this Service in accordance with this Service Brief. The Customer (as defined later, herein) 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 Customer purchased. This Service Brief is between the customer defined in the Order Form (“**Customer**”) and the applicable Dell sales entity specified on said Order Form. For additional assistance or to request a copy of the Customer service contract(s) or Order Form(s), contact the Customer Dell sales representative.

Dell Technologies (DT) shall use English as the normal business language in the delivery of remote service activities; including, but not limited to communication, documentation, and assistance. Deliverables, instructions, and interactions related to the Service will be conducted in English as the primary medium of communication, unless otherwise required by local laws and regulations.

Commercially reasonable efforts for other languages: While English is Dell Technologies’ standard business language for remote services, best efforts will be made to accommodate requests in other languages; however, such requests are subject to the availability of language-specific resources and capabilities. Support in languages other than English shall be provided to the best of DT abilities, considering the expertise and availability of bilingual staff. The level and timeliness of Service delivery in other languages may vary and DT cannot guarantee the same delivery and coverage as when delivered in English.

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## Services Overview

The *ProDeploy for APEX Cloud Platform for Microsoft Azure* service provides the planning, hardware and system software installation, applying Dell Technologies (DT) Services best practices and recommendations.

This service is sold per node and is delivered using a mixed delivery model that varies with the offer purchased.

## Offer Structure

### ProDeploy Infrastructure Suite

The ProDeploy Infrastructure Suite is comprised of the following three (3) offer tiers:

- **Basic Deployment** – Provides the customer with onsite hardware and remote project management.
- **ProDeploy** – Provides the customer with hardware installation, remote configuration, and remote service planning and project management. Customer may choose from onsite hardware installation or a guided self-install option including project specific instructions, documentation, and live expert guidance. See your project team for additional details and requirements during project planning.
- **ProDeploy Plus** – Provides the customer with hardware installation, configuration, and validation of the product onsite, and in-region project management. Service planning may be provided in-region or remotely depending on resource availability as determined by Dell Technologies.

The above tiers provide differing delivery models with specific options that vary per product and service. The following definitions apply to DT delivery models:

- **Remote** resources may be in a Dell Technologies Center of Excellence (COE) locations or located within the same country or region as the customer's location where the products are intended to be installed and configured as determined by Dell Technologies.
- **Onsite** resources will be located within the customer's location where products are intended to be installed and configured.
- **In-Region** resources will be located within the same country or region as the customer's location where the products are intended to be installed and configured.

The following table provides the normal delivery methods for service tasks within the Offer Suite. Dell Technologies Services reserves the right to adjust and determine the suitable delivery method based on the services purchased, resource availability, and other factors.

Delivery Tasks	Delivery Resource Model		
	Basic Deployment	ProDeploy	ProDeploy Plus
Project Management	Remote	Remote	In-Region
Service Planning <sup>1</sup>	N/A	Remote	Remote/In-Region
Unpacking and Installation of Hardware	Onsite	Onsite	Onsite
Configuration of Product(s)	N/A	Remote	Onsite
Verification	N/A	Remote	Onsite

<sup>1</sup> All ProDeploy and ProDeploy Plus service offers have a planning component. The planning component is designed to gather information about the Customer's environment to ensure successful integration and deployment. It is not a substitute for strategic assessment or design services, such consultative services may be purchased from Dell separately.

## Service Types

There are two types of Services available: Primary Services and Add-on Services:

“**Primary Services**” are either associated with the deployment of a specific Hardware and/or Software Platform recently purchased or for a Supplemental Deployment Service on a Hardware and/or Software Platform purchased in a separate order. Primary Services are identified on the Order Form as Basic Deployment, ProDeploy, or ProDeploy Plus followed by <Product family> followed by <additional identifiers> if necessary. For example, *ProDeploy Plus for PowerMax*.

“**Add-on Services**” are identified on the Order Form as “*Add-on*.” Add-on Services can be combined with any Primary Service within the same delivery model. Some Services may include a list of sub-service options and those sub-services will be chosen by the Customer post-sale or at the commencement of the Services. Add-on Services can be purchased in multiple quantities to cover different sub-services or for multiple quantities of the same sub-service. For additional information about specific Add-on Services, review the Supplemental Services Appendix section.

## Project Scope

Dell personnel or authorized agents (“**Services Personnel**”) shall work closely with Customer’s staff to perform the Services specified below, subject to the Customer satisfying the “Customer Responsibilities” detailed in this Service Brief.

This service includes the following components (not to exceed the listed values):

Service Quantities	ProDeploy for APEX Cloud Platform for Microsoft Azure
Number of Nodes	1

During this part of the service, Services personnel:

Service Tasks	ProDeploy for APEX Cloud Platform for Microsoft Azure
Review and obtain the site technical requirements with the customer.	✓
Creates a valid Deployment Plan based on the Customer’s hardware and software configuration.	✓
Verify that the existing environment meets the minimum hardware and software requirements for the solution.	✓
Performs physical hardware installation, including unpacking, racking, labeling, cabling, powering up, and configuring iDRAC IP address.	✓
Validates that the Customer’s top-of-rack switch configuration meets the requirements for deployment.	✓
Deploy and configure a host cluster:	✓

Service Tasks	ProDeploy for APEX Cloud Platform for Microsoft Azure
<ul style="list-style-type: none"> <li>• Image the node using Node Image Management Tool</li> <li>• Work with the customer to pre-stage the Active Directory domain with objects artifacts used for the deployment</li> <li>• Prepare the Cloud Platform Manager VM</li> <li>• Deploy the cluster using the Cloud Platform Manager</li> <li>• Register the cluster with Azure</li> <li>• Connect to WAC and Azure to make sure the Cluster is registered</li> </ul>	
Enable Dell APEX Cloud Platform Extension in WAC	✓
Configures the solution to Secure Connect Gateway and verifies connectivity.	✓
Completes deployment verification with the customer to ensure all components are operational as designed.	✓
Provide Basic Knowledge Transfer	✓
Move used packaging materials to trash and recycling facility or other designated area within the immediate location	✓

## Project Management

The following activities included in all services (including customer-selected Supplemental Deployment Services) focus on managing the initiation, planning, execution, and closure of the project including coordinating delivery resources and communicating with stakeholders:

- Manages DT Services resources assigned to the project.
- Works with the Customer assigned single point of contact to coordinate project tasks and the resources assigned to complete said tasks.
- Acts as the single point of contact for all project communication and escalations.
- Determines the engagement process and schedule.
- Develops a high-level Project Plan with critical path events and milestones.
- Conducts a kickoff meeting to review the project scope, expectations, communication plans, and availability of required resources.
- Conducts periodic status meetings to review project process, issues, and potential risks. The frequency of the meetings will be mutually agreed upon by the Customer and DT Services.
- Coordinates project closeout.

## Deliverables

DT Services will provide Customer with the following deliverables in connection with the Services:

- Deployment Plan
- Deployment Verification
- As-Deployed Configuration Report

Upon completion of a Deliverable, DT Services will submit the Deliverable to customer accompanied by an acceptance form provided by DT Services. The completion and acceptance process for this engagement consists of the following:

- Customer will review each Deliverable within five (5) business days (the "Acceptance Period") to determine whether each Deliverable satisfies the acceptance criteria in all material respects.
- If the Deliverable satisfies its acceptance criteria in all material respects, Customer will furnish a written acceptance confirmation to DT Services via the acceptance form prior to the end of the Acceptance Period.
- For a Deliverable that is not accepted due to a non-conformity or defect, Customer will indicate the detailed reasons for such rejection on the acceptance form and return the acceptance form together with the associated rejected Deliverable to DT Services (a "Rejection Notice") within the Acceptance Period.
  - Upon receipt of a Rejection Notice DT Services will promptly correct any defects or non-conformities to the extent required so that each Deliverable satisfies the requirements of this SOW and its acceptance criteria in all material respects.
  - Thereafter, DT Services will resubmit a modified Deliverable to Customer, accompanied by the acceptance form and the process set forth above will be repeated. However, Customer will limit its review of each resubmitted Deliverable to determining whether DT Services has corrected the defects or non-conformities identified in the Rejection Notice.
  - If Customer fails to provide DT Services with the above-described Rejection Notice prior to the end of the applicable Acceptance Period, then the corresponding Deliverable is deemed accepted.
  - If Customer provides a Rejection Notice after the first resubmission of the Deliverable, DT Services may terminate this agreement.

## Services Scope Changes

Any changes to the Services, the schedule, charges, or this document must be mutually agreed upon by DT Services and the Customer in writing. Depending on the scope of such changes, DT Services may require that a separate Statement of Work detailing the changes, the impact of the proposed changes on the charges and schedule, and other relevant terms, be executed by the parties. Either party may request a change in scope by completing the Change Order Form provided by the Project Manager.

The receiving party will review the proposed Change Order and will (i) approve it, (ii) agree to further investigation, or (iii) reject it. Changes agreed pursuant to the Change Management Process will not be effective until mutually executed by both parties.

## Services Scope Exclusions

DT Services is responsible for performing only the Services expressly specified in this document. All other services, tasks, and activities are considered out of scope.

Customer will maintain a current version of an anti-virus application continuously running on any system to which DT Services is given access and will scan all Deliverables and the media on which they are delivered. Customer shall take reasonable data back-up measures and, in-particular, shall provide for a daily back-up process and back-up the relevant data before DT Services performs any remedial, upgrade, or other works on Customer's

production systems. To the extent DT Services liability for loss of data is not anyway excluded under the Existing Agreement or this document, DT Services shall, in case of data losses, only be liable for the typical effort to recover the data which would have accrued if Customer had appropriately backed up its data.

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

- All ProDeploy and ProDeploy Plus services have a planning component. This is designed to gather information about the Customer environment so that successful integration and deployment may take place. It is NOT a substitute for strategic assessment or design services. Those consultative services may be purchased from Dell separately.
- Activities related to the existing customer data center environment such as de/installation, re/configuration, connection, troubleshooting, etc.
- Custom scripting, coding, performance tuning or optimization.
- Installation, configuration, or migration of any applications, web technologies, databases, virtualized networking, or other software except when explicitly described in the Project Scope above.
- Migrations or movement of Physical to Virtual or Virtual to Virtual compute systems other than those explicitly described in the Project Scope above.
- Data or Application migrations to/from unsupported products, remote data centers, to non-Dell Technologies products.
- Physical installation of computer components such as memory cards, internal storage devices, expansion cards into non-Dell Technologies products.
- Installation or configuration of unsupported products. All Dell- and Customer-supplied components will be validated as supported or not during the planning process. Note that in some instances, Dell may provide guidance for installation and configuration of non-supported products to be completed by the Customer.
- Routing of cabling (Network, Power, or Fibre) between racks, or through walls, ceilings, floors, or between rooms.
- Racking of dense or heavy enclosures higher than 21u in a rack or mounting of enclosures higher than the 44u position in any rack.
- Connection to Direct Current power supplies. A qualified electrician must perform all connections to DC power and to safety grounds.

This document 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.

## Customer Responsibilities

**Authority to Grant Access.** Customer represents and warrants that it has obtained permission for both Customer and Dell to access and use the Supported Products, 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.

**Cooperate with Phone Analyst and On-site Technician.** Customer will cooperate with and follow the instructions given by any Dell phone analyst or on-site technicians. Experience shows that most system problems and errors can be corrected over the phone as a result of close cooperation between the user and the analyst or technician.

**Equipment Readiness.** Customer will be responsible for the movement of equipment from the receiving areas of their facility to the site of installation prior to DT Services assuming responsibility for equipment de-crate and installation.

**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 the Supported Products, including ample working space, electricity, 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. Where services require customer hardware installation activities, customer will provide appropriate resources and tools required (at no cost to Dell Technologies) and engage DT Services for expert guidance needed during the installation and cabling of the hardware products.

**Maintain Software and Serviced Releases.** Customer will maintain software and Supported Products at Dell-specified minimum release levels or configurations as specified on <https://www.dell.com/support/> supported products. Customer must also ensure installation of remedial replacement parts, patches, software updates or subsequent releases as directed by Dell in order to keep the Supported Products eligible for this Service.

**Data Backup; Removing Confidential Data.** 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. In addition, Customer is responsible for removing any confidential, proprietary, or personal information and any removable media such as SIM cards, CDs, or PC Cards regardless of whether an on-site technician is also providing assistance. 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;
- DATA OR VOICE CHARGES INCURRED AS A RESULT OF FAILING TO REMOVE ALL SIM CARDS OR OTHER REMOVABLE MEDIA INSIDE SUPPORTED PRODUCTS THAT ARE RETURNED TO DELL;
- 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.

Dell will not be responsible for the restoration or reinstallation of any programs or data. When returning a Supported Product or part thereof, Customer will only include the Supported Product or part which has been requested by the phone technician.

DT Services will not be responsible for configuration changes of existing iSCSI environment.

**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.

**Additional Customer Responsibilities.** The following are additional responsibilities of the Customer:

- Provide DT Services personnel with access to Customer systems and networks (including, without limitation, remote systems and networks access), current processes and procedures, workflow diagrams, architectural designs (Visio or equivalent), and resource personnel who will participate in the Knowledge Transfer, if applicable.
- Make appropriate system maintenance windows available for DT Services (or authorized agents) as needed to prepare equipment.
- Provide technical support for implementation teams, all vendors, and third parties as necessary.
- Assume responsibility for all network connectivity, performance, and configuration issues.
- Provide at least one technical contact with system administration responsibilities and appropriate system/information access privileges.



- Ensure that all environment, technical, and operational requirements are met prior to commencement of the Services.
- Verify that the equipment location(s) is/are prepared prior to the commencement of the Services
- Work with DT resources to verify that the network is configured properly using Dell Authorized networking tools
- Customer is responsible for bringing applications into a production state after migration
- Customer is responsible for shutting down host/server applications prior to start of data migration
- Any remediation required of the source storage array environment is the Customer's responsibility, except for Dell supported storage platforms with valid warranty and service contracts applicable to such remediation.
- Configuration of Azure Active Directory, including:
  - App registration account
  - Service Principal
  - Application Secret.
- Configuration of customer network switches.

## Services Schedule

Unless otherwise mutually agreed in writing, the anticipated start date of the Services is within two (2) weeks after receipt and approval by Dell of the Customer's purchase order for this Service.

Customer shall have twelve (12) months from the date of Dell's invoice to use the Services described herein ("**Services Period**"). The Services shall automatically expire on the last day of the Service Period, unless otherwise agreed to by Dell. Under no circumstances shall Customer be entitled to a credit or refund of any unused portion of the Services.

Dell business hours are Monday through Friday (8:00 AM to 6:00 PM Customer local time) unless otherwise specified in the table below.

Country	Normal Dell business hours
Costa Rica, Denmark, El Salvador, Finland, Guatemala, Honduras, Norway, Panama, Puerto Rico, Rep. Dominicana, Sweden	8:00 AM to 5:00 PM
Australia, China, Hong Kong, Japan, Korea, Malaysia, New Zealand, Singapore, Taiwan, Thailand	9:00 AM to 5:00 PM
Argentina, France, India, Italy, Paraguay, Uruguay	9:00 AM to 6:00 PM
Bolivia, Chile	9:00 AM to 7:00 PM
Middle East	Sunday thru Thursday from 8:00 AM to 6:00 PM

Some services activities may be performed outside of normal Dell business hours based upon Customer request and local regulations. Work will be performed in increments of up to 8 hours per day, unless mutually agreed to in advance with Dell. No activities shall take place during local, state, and/or country holidays.

The Services described in this Service Brief are performed on a fixed price basis at the fees specified in the applicable, separate Dell quote.

The Services will be delivered using Dell's standard delivery model, defined in the Offer Structure, which may include guided hardware installation, onsite and/or remote delivery of the Services. If the Customer requires a different delivery model, the charges, expenses, scope of work and/or schedule are subject to modification in accordance with the "Services Scope Changes" section in this Service Brief. If the Customer does not authorize



such change(s) in accordance with the “Services Scope Changes” section, Dell and the Customer agree that Dell’s standard delivery model will apply for the Services. (Not applicable to U.S. Government or U.S. State engagements that preclude the use of offsite delivery of services.)

Invoices are issued upon Dell’s receipt and approval of the Customer’s purchase order.

Customer authorizes Dell to invoice for and shall pay additional amounts related to changes or exceptions to the Services.

In the event the delivery of a project requires rescheduling within five (5) business days of the resource start dates, the project management team will assess the rescheduling request, determine its feasibility, and impact on the project timeline, and resources. If the rescheduling of the project is initiated by the customer within five (5) business days of the resource start dates and is approved, the customer shall be responsible for any and all resource costs associated with said rescheduling. These costs may include, but are not limited to, labor, travel and accommodations, cancellation fees or penalties resulting from the rescheduling. The project management team will provide the customer with a detailed breakdown of the resource costs associated with the rescheduling. The customer agrees to promptly reimburse these costs upon receipt of the invoice. In the event that the need for rescheduling arises due to circumstances beyond either party’s reasonable control (e.g., natural disasters, pandemics, acts of terrorism, etc.), both parties shall work together in good faith to find an equitable solution to address the impact of force majeure event on the project.

## Dell Terms and Conditions

**Direct Sale from Dell to Customer:** This Service is provided subject to and governed by Customer’s separate signed master services agreement with the Dell Legal Entity that explicitly authorizes the sale of this Service. In the absence of such 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 agreement referenced in the table below (as applicable, the “**Agreement**”). Please see the table below which lists the URL applicable to your Customer location where your Agreement can be located. The parties acknowledge having read and agree to be bound by such online terms.

Customer Location	Terms & Conditions Applicable to Your Purchase of 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)

Customer Location	Terms & Conditions Applicable to Your Purchase of the Services	
	Customers Purchasing Services Directly	Customers Purchasing Services Through an Authorized Reseller
Latin America & Caribbean Countries	Local <a href="https://www.dell.com">Dell.com</a> country-specific website or <a href="https://www.dell.com/servicesdescriptions">Dell.com/servicesdescriptions</a>	Service Briefs and other Dell Legal Entity service documents which you may receive from your seller shall not constitute an agreement between you and Dell Legal Entity 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 Brief and in any other Dell Legal Entity service document shall in this context be understood as a reference to you whereas any reference to the Dell Legal Entity shall only be understood as a reference to a Dell Legal Entity as a service provider providing the Service on behalf of your seller. You will not have a direct contractual relationship with the Dell Legal Entity 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/servicesdescriptions">Dell.com/servicesdescriptions</a>	Service Briefs and other Dell Legal Entity service documents which you may receive from your seller shall not constitute an agreement between you and the Dell Legal Entity 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 Brief and in any other Dell Legal Entity service document shall in this context be understood as a reference to you whereas any reference to the Dell Legal Entity shall only be understood as a reference to a Dell Legal Entity as a service provider providing the Service on behalf of your seller. You will not have a direct contractual relationship with the Dell Legal Entity 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.

Customer Location	Terms & Conditions Applicable to Your Purchase of the Services	
	Customers Purchasing Services Directly	Customers Purchasing Services Through an Authorized Reseller
Europe, Middle East, & Africa	<p>Local <a href="https://www.dell.com">Dell.com</a> country-specific website or <a href="https://www.dell.com/servicesdescriptions">Dell.com/servicesdescriptions</a>. In addition, customers located in France, Germany and the UK can select the applicable URL below:</p> <p>France: <a href="https://www.dell.fr/ConditionsGeneralesdeVente">Dell.fr/ConditionsGeneralesdeVente</a></p> <p>Germany: <a href="https://www.dell.de/Geschaeftsbedingungen">Dell.de/Geschaeftsbedingungen</a></p> <p>UK: <a href="https://www.dell.co.uk/terms">Dell.co.uk/terms</a></p>	<p>Service Briefs and other Dell Legal Entity service documents which you may receive from your seller shall not constitute an agreement between you and the Dell Legal Entity 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 Brief and in any other Dell Legal Entity service document shall in this context be understood as a reference to you whereas any reference to the Dell Legal Entity shall only be understood as a reference to a Dell Legal Entity as a service provider providing the Service on behalf of your seller. You will not have a direct contractual relationship with the Dell Legal Entity 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>

**Sale by Dell Authorized Reseller to Customer:** If you have purchased the Services detailed herein through a Dell authorized reseller, this Service Brief is for descriptive and informational purposes only and does not establish a contractual relationship or any rights or obligations between you and Dell. Such Services are governed solely by the agreement between you and your Dell authorized reseller. Dell has permitted your Dell authorized reseller to provide this Service Brief to you. Your Dell authorized reseller may make arrangements with Dell to perform all or a portion of the Services on behalf of the reseller.

**Sale from Dell to Dell Authorized Reseller:** This Service Brief and the performance of the Services detailed herein are subject to the professional services terms and conditions between you ("**Partner**") and Dell that are specified in (i) the signed product and services ordering agreement, if any; or (ii) the applicable signed stand-alone professional services agreement if any, and in case both exist, the document having the later effective date shall govern; or (iii) in the absence of the previously described agreements, Dell standard terms and conditions for professional services specified above. Partner acknowledges and agrees that: (a) its agreements with its customers ("**End-Users**") for the Services detailed herein are not contracts of Dell; (b) Partner has no right or power to bind Dell to any commitments unless otherwise explicitly agreed upon in writing by Dell and shall not represent otherwise or purport to do so; (c) End Users are not third-party beneficiaries of this Service Brief or any other agreement between Dell and Partner; (d) all references to "Customer" in this Service Brief shall mean the Partner who is purchasing the Services; and (e) where the provision of the Services by Dell is contingent on a Partner obligation, then that obligation may also apply to its End-User with respect to the provision of Services to such End-User. Partner shall ensure that such End-User complies with such obligations where applicable. In the event the End-User fails to meet such an obligation, then Dell shall not be liable for any resulting failure to perform its obligations. In the event of a conflict between this Service Brief and the agreements referenced in (i) and (ii) above, this Service Brief shall govern.

The following terms and conditions also apply to the Services:

1.1 **Term; Termination.** This Service Brief begins on the date specified in the "Service Schedule" section above, and, unless terminated for breach, continues in accordance with its terms. A party shall notify the other in writing

in case of the other's alleged breach of a material provision of this Service Brief. The recipient shall have thirty (30) calendar days from the date of receipt of such notice to effect a cure ("**Cure Period**"). If the recipient of such notice fails to effect a cure within the Cure Period, then the sender of the notice shall have the option of sending a written notice of termination, which shall take effect upon receipt.

**1.2 Grant of Copyright or License Rights in Deliverables.** Subject to Customer's payment of all amounts due Dell, the parties agree (i) Customer shall own all copyright rights to the portion of Deliverables (defined below) that consists solely of written reports, analyses and other working papers prepared and delivered by Dell to Customer in the performance of Dell obligations hereunder, and (ii) for the portion of Deliverables that consists of scripts and code, Dell grants Customer a non-exclusive, non-transferable, irrevocable (except in case of breach of this Service Brief) 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 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 to Customer within the framework of fulfilling obligations under this Service Brief.

**1.2.1 Customer Furnished Materials.** Customer does not relinquish any of its rights in materials it furnishes to Dell for use in performing the Services. Pursuant to Customer's Proprietary Rights (defined below) therein, Customer grants Dell a non-exclusive, non-transferable right to use such solely for the benefit of Customer in fulfillment of Dell obligations hereunder.

**1.2.2 Reservation of Proprietary Rights.** Each party reserves for itself all Proprietary Rights that it has not expressly granted to the other. Dell 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 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.

**1.3 Payment.** Customer shall pay Dell invoices in full and in the same currency as the Dell invoice within thirty (30) days after the date of Dell invoice, with interest accruing thereafter at the lesser of 1.5% per month or the highest lawful rate. The charges due hereunder are exclusive of and Customer shall pay or reimburse Dell for all value added (VAT), sales, use, excise, withholding, personal property, goods and services and other taxes, levies, customs and duties resulting from Customer's purchase order, except for taxes based on Dell net income. If Customer is required to withhold taxes, then Customer will forward any withholding receipts to Dell at [tax@dell.com](mailto:tax@dell.com).

**1.4 Warranty; Warranty Disclaimer.** Dell shall perform the Services in a workmanlike manner in accordance with generally accepted industry standards. Customer must notify Dell of any failure to so perform within ten (10) days after the performance of the applicable portion of Services. Dell entire liability and Customer's sole remedy for Dell failure to so perform shall be for Dell to, at its option, (i) correct such failure, and/or (ii) terminate this Service Brief and refund that portion of any fees received that correspond to such failure to perform. **EXCEPT AS EXPRESSLY STATED IN THIS WARRANTY SECTION, AND TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, DELL (INCLUDING ITS SUPPLIERS) MAKES NO OTHER EXPRESS WARRANTIES, WRITTEN OR ORAL, AND DISCLAIMS ALL IMPLIED WARRANTIES. IN SO FAR AS PERMITTED UNDER APPLICABLE LAW, ALL OTHER WARRANTIES ARE SPECIFICALLY EXCLUDED, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE AND NON-INFRINGEMENT, AND ANY WARRANTY ARISING BY STATUTE, OPERATION OF LAW, COURSE OF DEALING OR PERFORMANCE, OR USAGE OF TRADE.**

**1.5 LIMITATIONS OF LIABILITY.** DELL'S TOTAL LIABILITY AND CUSTOMER'S SOLE AND EXCLUSIVE REMEDY FOR ANY CLAIM OF ANY TYPE WHATSOEVER, ARISING OUT OF OR IN CONNECTION WITH THIS SERVICE BRIEF OR SERVICES PROVIDED HEREUNDER, SHALL BE LIMITED TO PROVEN DIRECT DAMAGES CAUSED BY DELL'S SOLE NEGLIGENCE IN AN AMOUNT NOT TO EXCEED THE PRICE PAID TO DELL FOR THE SERVICES RENDERED HEREUNDER GIVING RISE TO THE CLAIM IN THE PREVIOUS 12 MONTHS. EXCEPT WITH RESPECT TO CLAIMS REGARDING VIOLATION OF DELL INTELLECTUAL PROPERTY RIGHTS, NEITHER PARTY SHALL HAVE LIABILITY TO THE OTHER FOR ANY SPECIAL,

CONSEQUENTIAL, EXEMPLARY, INCIDENTAL, OR INDIRECT DAMAGES (INCLUDING, BUT NOT LIMITED TO, LOSS OF PROFITS, REVENUES, DATA AND/OR USE), EVEN IF ADVISED OF THE POSSIBILITY THEREOF.

#### 1.6 Miscellaneous.

1.6.1. Remote Sessions: Both the Customer and Dell Technologies must agree prior to recording any or all remote meetings/sessions that pertain to services planning, where allowed by law. The recording party must clearly specify when recording has begun and is completed. The parties shall not record or save any remote delivery conversations, meetings, or desk top control that pertain to product configurations associated with the service. This includes but is not limited to, recording, or saving sessions for Zoom (or any other communications applications) that shall be used during any or all meetings, desktop control, and/or configuration activities for the purpose of delivering service tasks in a remote mode.

1.6.2. The parties shall act as independent contractors for all purposes hereunder. Nothing contained herein shall be deemed to constitute either party as an agent or representative of the other, or both parties as joint venturers or partners for any purpose. Neither party shall be responsible for the acts or omissions of the other, and neither party will have authority to speak for, represent or obligate the other party in any way without the prior written approval of the other party. Each party shall comply with all applicable export laws, orders and regulations and obtain all necessary governmental permits, licenses and clearances. Diversion contrary to US law, including US export laws is expressly prohibited. This Service Brief shall be governed by the laws of the Commonwealth of Massachusetts for transactions taking place in the United States and the country in which the Dell entity is located for transactions taking place outside of the United States, excluding any conflict of law rules. The U.N. Convention on Contracts for the International Sale of Goods does not apply.

1.6.3. 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 Brief available for review at <https://www.dell.com/learn/us/en/uscorp1/terms-of-sale>

1.6.4. Privacy: Dell Technologies Services will treat any personal information collected under this Service Brief 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.

1.6.5. 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 Brief; (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.

1.6.6. 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 software or Internet interface, you agree to be bound by this Service Brief and the agreements incorporated by reference herein. If you are entering this Service Brief on behalf of a company or other legal entity, you represent that you have authority to bind such entity to this Service Brief, in which case "you" or "Customer" shall refer to such entity. In addition to receiving this Service Brief, Customers in certain countries may also be required to execute a signed Order Form.

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