

Service Brief

ProDeploy for Cloud Adoption Package

This Service is part of Dell ProDeploy Enterprise Suite ("ProDeploy Suite") which is available in multiple tiers: Basic Deployment, ProDeploy and ProDeploy Plus (the "Offer Tier" individually or the "Service Tiers" collectively). Enterprise 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 enterprise software and hardware additions, upgrades or data management ("Supplemental Deployment Services").

Dell Technologies Services ("DT Services") is pleased to provide this Service in accordance with this document. 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 Technologies Technical Support or your sales representative.

Services Overview

This service offering provides the deployment and configuration of one of the following in-cloud virtual machine integrations:

- Data Domain Virtual Edition (DDVE) with Avamar Virtual Edition (AVE)
- Data Domain Virtual Edition (DDVE) with Networker Virtual Edition (NVE)
- Data Domain Virtual Edition (DDVE) with PowerProtect Data Manager (PPDM)
- Data Domain Virtual Edition (DDVE) with Data Domain Management Console (DDMC)
- Data Domain Virtual Edition (DDVE) with Cyber Recovery (CR)

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Project Scope

DT Services personnel or authorized agents ("Services personnel") shall work closely with Customer's staff to perform the services specified below ("Services"), subject to the Customer satisfying the "Customer Responsibilities" detailed in this document.

Scope Quantities Maximum, if Necessary	Value
One Cloud-based DDVE integrated with one of the following:	1
Cloud-based Avamar Virtual Edition VM	1
Cloud-based NetWorker Virtual Edition VM	1
Cloud-based Data Domain Management Console VM	1
Cloud-based PowerProtect Data Manager VM	1
Cloud-based Cyber Recovery Infrastructure ¹	1
NetWorker or Avamar clients or virtual machines ²	5
Configuration of PowerProtect DD Boost ³	2
Configuration of PowerProtect DD MTrees	3
Backup and restore jobs to validate the successful data protection integration ⁴	1

¹Configuration of a cloud-based Cyber Recovery infrastructure that includes the following: one Windows-based Jump Host VM and one CR Management Host VM

²PPDM controlled VM targets for protection

³DD Boost can be optionally configured on DDVE and installed on the backup application server

⁴Backup and restore jobs will not be performed for Cyber Recovery.

During this part of the service, DT Services:

Scope Tasks	ProDeploy for Cloud Adoption Package
Meets with Customer to ensure that the environment and operational deployment requirements (hardware, software, and infrastructure) are met, and provides Customer with a list of required or beneficial updates.	√
Performs the planning and design for cloud-based virtual machine deployment within Customer's public cloud environment.	√
Reviews recommendations from previous DT Services engagements to ensure design consistency.	√
Plans and estimates a schedule for the installation and/or configuration tasks for the Services	√
Validates the Customer's cloud environment for virtual machine in-cloud deployment.	√
Performs cloud-based virtual machines in-cloud deployment.	√
Confirms that the cloud-based virtual machines are successfully installed in the cloud.	√

Scope Tasks	ProDeploy for Cloud Adoption Package
Confirms cloud-based virtual machines are successfully integrated.	√
Configures the cloud-based virtual machine for data access.	√
Performs the required tests using the Deployment Verification document.	√
Provides knowledge transfer of best practices to address Customer's skills and resource gaps, to ensure successful implementation of Customer's new technologies.	√
Finalizes and submits all project documentation.	√

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

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.

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.

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 the required license(s) for the operating system to be installed as part of this service.

- Provide at least one technical contact with system administration responsibilities and appropriate levels of access privileges to systems and information necessary to perform this service.

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 DT Services of the Customer's purchase order for this Service.

Customer shall have twelve (12) months from the date of DT Services 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 DT Services. 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 Technologies Services 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 DT Services. No activities shall take place during local, state and/or country holidays.

The Services described in this document are performed on a fixed price basis at the fees specified in the applicable Service Provider quote.

The Services will be delivered using Service Provider's standard delivery model, which may include guided hardware installation, onsite and/or offsite 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 document. If the Customer does not authorize such change(s) in accordance with the "Services Scope Changes" section, Services Provider and the Customer agree that Services Provider'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 Services Provider's receipt and approval of the Customer's purchase order.

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

Dell Technologies Services Terms and Conditions

This document is between the customer defined in the appropriate sale description below ("Customer") and the applicable Dell Technologies sales entity ("Dell Technologies") specified on your Sales Order and sets forth the business parameters and other matters regarding services that Customer has engaged Dell Technologies to provide hereunder.

Direct Sale from Dell Technologies to Customer: This document and the performance of the Services detailed herein are subject to (i) the most recently signed agreement between Customer and Dell Technologies that contains terms and conditions designated to apply to professional services ("Existing Agreement"); or (ii) in the absence thereof, Dell Technologies standard terms and conditions for professional services specified below. In the event of a conflict between this document and your Existing Agreement, this document shall govern.

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

Sale from Dell Technologies to Dell Technologies Authorized Reseller: This document and the performance of the Services detailed herein are subject to the professional services terms and conditions between you ("Partner") and Dell Technologies that are specified in (i) the signed product and services ordering agreement, if any; or (ii) the applicable signed stand-alone professional services agreement ("PSA") 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 Technologies standard terms and conditions for professional services specified below. Partner acknowledges and agrees that: (a) its agreements with its customers ("End-Users") for the Services detailed herein are not contracts of Dell Technologies; (b) Partner has no right or power to bind Dell Technologies to any commitments unless otherwise explicitly agreed upon in writing by Dell Technologies and shall not represent otherwise or purport to do so; (c) End Users are not third-party beneficiaries of this document or any other agreement between Dell Technologies and Partner; (d) all references to "Customer" in this document shall mean the Partner who is purchasing the Services; and (e) where the provision of the Services by Dell Technologies 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 Technologies shall not be liable for any resulting failure to perform its obligations. In the event of a conflict between this document and the agreements referenced in (i) and (ii) above, this document shall govern.

The following terms and conditions govern this document:

1.1 Term; Termination. This document 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 document. 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 Technologies, 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 Technologies to Customer in the performance of Dell Technologies obligations hereunder, and (ii) for the portion of Deliverables that consists of scripts and code, Dell Technologies grants Customer a non-exclusive, non-transferable, irrevocable (except in case of breach of this document) perpetual right to use, copy and create derivative works from such (without the right to sublicense) for Customer's internal business operations, as contemplated hereunder. The license granted in this section does not apply to (a) Customer furnished materials, and (b) any other Dell Technologies products or items licensed, or otherwise provided, under a separate agreement. "**Deliverables**" means any reports, analyses, scripts, code or other work results which have been delivered by Dell Technologies to Customer within the framework of fulfilling obligations under this document.

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

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 Technologies shall not be limited in developing, using or marketing services or products which are similar to the Deliverables or Services provided hereunder, or, subject to Dell Technologies confidentiality obligations to Customer, in using the Deliverables or performing similar Services for any other projects. "**Proprietary Rights**" mean all patents, copyrights, trade secrets, methodologies, ideas, concepts, inventions, know-how, techniques or other intellectual property rights of a party.

1.3 Confidential Information; Publicity. "**Confidential Information**" means any information that is marked "confidential", "proprietary" or the like or in relation to which its confidentiality should by its nature be inferred or, if disclosed orally, are identified as being confidential at the time of disclosure and, within two (2) weeks thereafter, is summarized, appropriately labeled and provided in tangible form. Confidential Information does not include information that is (i) rightfully in the receiving party's possession without prior obligation of confidentiality from the disclosing party; (ii) a matter of public knowledge; (iii) rightfully furnished to the receiving party by a third party without confidentiality restriction; or (iv) independently developed by the receiving party without reference to the disclosing party's Confidential Information. Each party shall (a) use Confidential Information of the other party only for the purposes of exercising rights or performing obligations hereunder; and (b) protect from disclosure to any third parties, by use of a standard of care equivalent to that as used by recipient to protect its own information of a similar nature and importance, and, no less than the use of reasonable care, any Confidential Information disclosed by the other party for a period commencing upon the date of disclosure until three (3) years thereafter, except with respect to (1) Customer data to which Dell Technologies may have access in connection with the provision of Services, which shall remain Confidential Information until one of the exceptions stated above applies; and (2) Confidential Information that constitutes, contains or reveals, in whole or in part, Dell Technologies proprietary rights, which shall not be disclosed by the receiving party at any time. Notwithstanding the foregoing, the receiving party may disclose Confidential Information (A) to its Affiliate (defined below) for the purpose of fulfilling its obligations or exercising its rights hereunder as long as such Affiliate complies with the foregoing; and (B) to the extent required by law (provided the receiving party has given the disclosing party prompt notice). "**Affiliate**" means a legal entity that is controlled by, controls, or is under common "control" with Dell Technologies or Customer, respectively. "**Control**" means more than 50% of the voting power or ownership interests. Each party shall not, and shall not authorize or assist another to, originate, produce, issue or release any written publicity, news release, marketing collateral or other publication or public announcement, relating in any way to this document, without the prior written approval of the other, which approval shall not be unreasonably withheld.

1.4 Payment. Customer shall pay Dell Technologies invoices in full and in the same currency as the Dell Technologies invoice within thirty (30) days after the date of Dell Technologies 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 Technologies 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 Technologies net income. If Customer is required to withhold taxes, then Customer will forward any withholding receipts to Dell Technologies at tax@dell.com.

1.5 Warranty; Warranty Disclaimer. Dell Technologies shall perform the Services in a workmanlike manner in accordance with generally accepted industry standards. Customer must notify Dell Technologies of any failure to so perform within ten (10) days after the performance of the applicable portion of Services. Dell Technologies entire liability and Customer's sole remedy for Dell Technologies failure to so perform shall be for Dell Technologies to, at its option, (i) correct such failure, and/or (ii) terminate this document 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 TECHNOLOGIES (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.**

1.6 LIMITATIONS OF LIABILITY. DELL TECHNOLOGIES TOTAL LIABILITY AND CUSTOMER'S SOLE AND EXCLUSIVE REMEDY FOR ANY CLAIM OF ANY TYPE WHATSOEVER, ARISING OUT OF OR IN CONNECTION WITH THIS DOCUMENT OR SERVICES PROVIDED HEREUNDER, SHALL BE LIMITED TO

PROVEN DIRECT DAMAGES CAUSED BY DELL TECHNOLOGIES SOLE NEGLIGENCE IN AN AMOUNT NOT TO EXCEED THE PRICE PAID TO DELL TECHNOLOGIES FOR THE SERVICES RENDERED HEREUNDER. EXCEPT WITH RESPECT TO CLAIMS REGARDING VIOLATION OF DELL TECHNOLOGIES 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.

1.7 Miscellaneous. 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 document 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 Technologies 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.

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