

Service Brief

ProDeploy for NFVI

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.

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Services Overview

The *ProDeploy for NFVI* services deliver the hardware installation and configuration of Dell servers, switches, and the implementation of the VMware TCP Core, VMware TCP Edge, RedHat OCP, WindRiver Software, and WindRiver Infracore cloud software platform on the Dell servers into a new or existing environment at a single site. The deployment is delivered using a blend of remote and on-site resources and is also available with a guided customer installation and remote configuration.

These services can be delivered as *ProDeploy for NFVI* services using Dell Technologies (DT) Services resources to complete the installation and configuration or, alternatively, as *ProDeploy for NFVI Field Remote* hardware services that provide the customer with guided installation and remote configuration. If the customer chooses the remote service delivery option, the customer performs the hardware installation and DT Services will provide some guidance during the physical installation to ensure proper installation.

The *ProDeploy for NFVI Factory Rack* services provide either Factory Integration Base or Logistic (Integration) options to include the rack and stack of Dell servers, switches, and/or supported third-party switches (Cisco or Juniper) hardware, cabling of these devices within the rack, and installation of applicable device software, based on the customer's requirements, and shipment to the planned location. The *ProDeploy for NFVI Factory Rack* service options can be either delivered on site or remote and can be sold in multiples to increase the project scope. The services delivered depend on the products and services purchased.

In addition, add-on offers are available to include *ProDeploy for NFVI Field Onsite Hardware* that pertains to multi-vendor switches, and includes third-party switch hardware and software deployment for supported Cisco and Juniper models. For *ProDeploy for NFVI Factory Rack* options, the customer can choose add-on services for either final on-site or final remote setup to integrate a single factory rack into the customer's Telecom environment. All add-on services require ordering an applicable base offer.

The *ProDeploy for NFVI Hardware* deployment services include the installation of Dell server(s) or Dell switch(es) in new Dell or customer-provided rack(s) at a single site.

The *ProDeploy for NFVI Hardware* deployment services include:

- *ProDeploy for NFVI Field Onsite Hardware*
- *ProDeploy for NFVI Field Remote Hardware*
- *ProDeploy for NFVI Factory Racks Hardware*

The *ProDeploy for NFVI Software* deployment services include the configuration of Dell server(s), Dell switch(es), and VMware TCP Core, VMware TCP Edge, RedHat OCP, WindRiver Software, and WindRiver Infrablock cloud platforms in new Dell or customer-provided rack(s) at a single site. The goal of software deployment is to make sure that the hardware and software are sufficiently ready to deploy the Virtual Network Functions (VNFs), Cloud-native Network Functions (CNFs), and workloads on the cloud platform.

The *ProDeploy for NFVI Software* deployment services includes:

- *ProDeploy for NFVI Onsite Software*
- *ProDeploy for NFVI Remote Software*

The *ProDeploy for NFVI Factory Rack* deployment services include the factory-configured rack(s) and logistics of the factory rack(s).

The *ProDeploy for NFVI Factory Rack* services include:

- *ProDeploy for NFVI Factory Rack Integration Base (per rack)*
- *ProDeploy for NFVI Factory Rack Logistics*

All these services apply to the following products:

- PowerEdge servers:
 - R, XE, or XR series
- Dell switches:
 - S or Z series
- Select multi-vendor third-party switches
 - Cisco Nexus or Juniper models

Offer Structure

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

Primary Services are either associated with the deployment of a specific Hardware Platform recently purchased or for a Supplemental Deployment Service on a Hardware Platform. Primary Services are identified on the Order Form as either Basic Deployment, ProDeploy, or ProDeploy Plus followed by Hardware Platform Series or Base followed by additional identifiers if necessary. For example, *ProDeploy Plus Dell EMC 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 Offer Tier. For example, ProDeploy Plus Add-on Services can only be combined with ProDeploy Plus Primary Services. Some Add-on 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, please review the Supplemental Services Appendix section.

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.

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.

ProDeploy for NFVI Hardware Services

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

Scope Quantities	ProDeploy for NFVI Hardware Services
Number of servers	1
Number of switches	1

During this part of the service, DT Services:

Scope Tasks	ProDeploy for NFVI Hardware Services				
	Dell Servers		Dell Switches		Factory Racks Hardware
	Field On Site	*Field Remote	Field On Site	*Field Remote	
Unpacks and inspects hardware.	✓	✓	✓	✓	✓
Racks, mounts, and/or positions the product and components.	✓	✓	✓	✓	✓
Installs solution-specific chassis components.	✓	✓	✓	✓	✓
Installs customer-provided Dell-branded PDU(s), as needed for	✓	✓	✓	✓	✓

Scope Tasks	ProDeploy for NFVI Hardware Services				
	Dell Servers		Dell Switches		Factory Racks Hardware
proper power configuration.					
Installs and routes power cables within the rack.	✓	✓	✓	✓	✓
Installs and routes data cables within the rack.	✓	✓	✓	✓	✓
Applies customer-provided labels to newly installed cables.	✓	✓	✓	✓	✓
Powers on equipment.	✓	✓	✓	✓	✓
Checks for error lights; obvious issues.	✓	✓	✓	✓	✓
Configures out-of-band management IP.	✓	✓	✓	✓	✓
Updates drivers, firmware, and BIOS, if required.	✓	✓	✓	✓	✓
Moves used packaging materials to trash and recycling facility or other designated areas within the immediate installation location.	✓	✓	✓	✓	✓

*Field Remote- DT Services resource will remotely support/guide the customer to perform this action

ProDeploy for NFVI Software Services

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

Scope Quantities	ProDeploy for NFVI Software Services
Number of servers	1
Number of switches	1

During this part of the service, DT Services:

Scope Tasks	ProDeploy for NFVI Software Services	
Software Platform	Dell Servers VMware TCP Core, VMware TCP Edge, RedHat OCP, WindRiver Software	
	Field On Site	*Field Remote

Fills out the CIQ.	✓	✓
Creates Cell Site YAML file.	✓	✓
Downloads and installs the latest BIOS, drivers, and systems management firmware on the system.	✓	✓
Installs RHCOS for all needed servers.	✓	✓
Validates networking for RHCOS servers.	✓	✓
Updates the BMO repository, if required.	✓	✓
Validates the Jump server.	✓	✓
Installs OS.	✓	✓
Installs the CaaS layer software.	✓	✓
Installs Load Balancer.	✓	✓
Configures software.	✓	✓
Installs any other software required beyond the CaaS layer.	✓	✓
Validates the cluster.	✓	✓

*Field Remote- DT Services resource will remotely support/guide the customer to perform this action.

Scope Tasks Software Platform	ProDeploy for NFVI Software Services	
	Dell Servers	
	WindRiver InfraBlock	
	*Field On Site (NDC to the site)	*Field Remote
Fills out the CIQ.	✓	✓
Creates Cell Site YAML file.	✓	✓
Downloads and installs the latest BIOS, drivers, and systems management firmware on the system.	✓	✓
Installs RTOS for all needed servers.	✓	✓
Validates networking for RTOS servers.	✓	✓

*Field On Site (NDC to the site)- DT Services resource will connect the site through the National Data Center (NDC).

*Field Remote- DT Services resource will remotely connect NDC through Regional Data Center (RDC) to perform this action.

	ProDeploy for NFVI Software Services	
Scope Tasks	Dell Switches	
	Field On Site	*Field Remote
Upgrades the switch firmware to the version as required for deployment.	✓	✓
Configures VLANs, Link Aggregation Groups, Virtual Link Trunking (VLT), if required.	✓	✓
Configures switch IP addresses and routing.	✓	✓
Configures additional networking protocol parameters using the <i>Deployment Verification</i> .	✓	✓
Configures and tests the email alerts for Secure Remote Services and/or Support Assist, if applicable.	✓	✓
Enables CloudIQ.	✓	✓
Verifies deployment using the applicable NVT tool, if required.	✓	✓
Uses the Support Assist tool to collect the configuration data.	✓	✓
Uploads the Support Assist Configuration File to the Technical Support Site.	✓	✓
Provides a final copy of the <i>Deployment Verification</i> to the customer.	✓	✓
Provides a copy of the completed <i>Deployment Plan</i> to the customer.	✓	✓

*Field Remote- DT Services resource will remotely support/guide the customer to perform this action.

ProDeploy for NFVI Factory Rack Services

The *ProDeploy for NFVI Factory Rack* services include two factory services options Integration Base or Logistics and two sets of activities are included.

The *ProDeploy for NFVI Factory Rack Integration Base* services provide a single rack where Dell assembles the products, Dell servers, switches, and supported third-party switches in rack(s), and installs the applicable operating system of the devices within the rack, and ships the rack to the planned location(s) depending on the products and services purchased. The Rack Logistics service ensures the turnkey factory rack(s) are shipped to the planned location(s).

Additional add-on offers are available to complete either an on-site or remote setup. Refer to Appendix A.

Configuration options are available. Please contact your Dell Account Team for further details.

	ProDeploy for NFVI Factory Hardware
Scope Quantities	Products Integrated in Rack(s)
Number of racks	One or more depending on the services purchased
Number of servers	One or more depending on the services purchased
Number of Dell switches	One or more depending on the services purchased
Number of multi-vendor switches	One or more depending on the services purchased

During this part of the service, DT Services:

	ProDeploy for NFVI Factory Rack Services	
Scope Tasks	Rack Integration Base	Rack Integration Logistic
End-to-end project management		
<ul style="list-style-type: none"> Transits and tracks logistics of the products ordered from the factory to a Dell merge center or your site. 	✓	✓
<ul style="list-style-type: none"> Manages and communicates with you during the build process. 	✓	
<ul style="list-style-type: none"> Coordinates delivery logistic schedules with your receiving team or with our on-site field engineers, if you choose to have us install your fully integration rack system. 	✓	
<ul style="list-style-type: none"> Gets your approval and closes the project. Your PM is accountable for your complete satisfaction. 	✓	
Physical integration and validation		
<ul style="list-style-type: none"> Configures chassis as per build specifics to the component level. 	✓	
<ul style="list-style-type: none"> Installs rack components per rack layout, including PDUs and fans. 	✓	
<ul style="list-style-type: none"> Ensures that power and network cables are properly connected, and the cables are cleanly routed (color coded, labeled, are uniform, and have bend radius and aesthetics). 	✓	
<ul style="list-style-type: none"> Ensures that BIOS revision is consistent at the level you request, and any custom settings are applied. 	✓	

	ProDeploy for NFVI Factory Rack Services	
Scope Tasks	Rack Integration Base	Rack Integration Logistic
<ul style="list-style-type: none"> Ensures that firmware is consistent (e.g., on HDDs, HBAs, etc.) and any custom settings applied. 	✓	
<ul style="list-style-type: none"> Tests and configures interconnects (e.g., IP addresses, flow control, etc.) 	✓	
<ul style="list-style-type: none"> Tests physical components. 	✓	
<ul style="list-style-type: none"> Tags assets. 	✓	
<ul style="list-style-type: none"> Provides you the rack layout and asset report. 	✓	
Logistics, deployment, and installation		
<ul style="list-style-type: none"> Builds your racks in our facility and provides logistics to get the fully populated and validated racks to your location. 	✓	

Additional configuration options are available. Please contact your Dell Account Team for further details.

After the racks are shipped to the planned location(s), as a part of the *ProDeploy for NFVI Factory Rack* service, racks are set up on site.

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 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.

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:

- Own the support contact for multi-vendor switches during deployment.
- Responsible for remote connectivity and serviceability configurations required by the switch vendors such as call home technologies.
- Provide remote connectivity and a support mechanism for any requirements in any eventuality.
- Provide the interoperable and recommended firmware level for the Bring Your Own Device (BYOD) switch, firmware, BIOS, and drivers.

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, 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 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.

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	Dell.com/CTS	Dell.com/CTS
Canada	Dell.ca/terms (English) Dell.ca/conditions (French-Canadian)	Dell.ca/terms (English) Dell.ca/conditions (French-Canadian)
Latin America & Caribbean Countries	Local Dell.com country-specific website or Dell.com/servicesdescriptions .*	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.

Customer Location	Terms & Conditions Applicable to Your Purchase of the Services	
	Customers Purchasing Services Directly	Customers Purchasing Services Through an Authorized Reseller
Asia-Pacific-Japan	Local Dell.com country-specific website or Dell.com/serviceDescriptions .*	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.
Europe, Middle East, & Africa	Local Dell.com country-specific website or Dell.com/serviceDescriptions .* In addition, customers located in France, Germany and the UK can select the applicable URL below: France: Dell.fr/ConditionsGeneralesdeVente Germany: Dell.de/Geschaeftsbedingungen UK: Dell.co.uk/terms	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.

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.

1.5 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. INSOFAR 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'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.

1.7 Miscellaneous.

1.7.1. 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.

1.7.2. 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>

1.7.3. 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.

1.7.4. 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.

1.7.5. 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.

Appendix A: Supplemental Deployment Services

Supplemental Deployment Services are additional deployment services which complement a new deployment or supplement an already-deployed Dell Technologies Solution. The following Supplemental Deployment Services are sold as add-on(s) to the above-referenced ProDeploy Enterprise Suite offer or a Standalone offer:

ProDeploy for NFVI Multi-vendor Switch Add-on Services

The *ProDeploy for NFVI Hardware and Software* (multi-vendor switches) add-on services include either factory or on-site multi-vendor hardware deployment and either on site, factory, or remote configuration of supported Cisco or Juniper, third-party multi-vendor switches. Depending on the add-on offers selected, the service will include the installation of the multi-vendor switches hardware either in factory or on site and, either on site, remote or factory configuration of one or more of these multi-vendor switches. A base *ProDeploy for NFVI* hardware and software service is required for this add-on service and this service may be ordered in multiples. The multi-vendor switch software configuration can be done using partner resources.

The *ProDeploy for NFVI* multi-vendor switches deployment service applies to the following.

- *ProDeploy for NFVI Field Onsite Hardware (1-3 Multivendor Switches)*
- *ProDeploy for NFVI Field Onsite Hardware (4-10 Multivendor Switches)*
- *ProDeploy for NFVI Field Onsite Hardware (11-20 Multivendor Switches)*
- *ProDeploy for NFVI Field Onsite Hardware (>20 Multivendor Switches)*
- *ProDeploy for NFVI Field Remote Hardware (1-3 Multivendor Switches)*
- *ProDeploy for NFVI Field Remote Hardware (4-10 Multivendor Switches)*
- *ProDeploy for NFVI Field Remote Hardware (11-20 Multivendor Switches)*
- *ProDeploy for NFVI Field Remote Hardware (>20 Multivendor Switches)*
- *ProDeploy for NFVI Field Onsite Software (1-3 Multivendor Switches)*
- *ProDeploy for NFVI Field Onsite Software (4-10 Multivendor Switches)*
- *ProDeploy for NFVI Field Onsite Software (11-20 Multivendor Switches)*
- *ProDeploy for NFVI Field Onsite Software (>20 Multivendor Switches)*
- *ProDeploy for NFVI Field Remote Software (1-3 Multivendor Switches)*
- *ProDeploy for NFVI Field Remote Software (4-10 Multivendor Switches)*
- *ProDeploy for NFVI Field Remote Software (11-20 Multivendor Switches)*
- *ProDeploy for NFVI Field Remote Software (>20 Multivendor Switches)*

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

Scope Quantities	ProDeploy for NFVI Multi-vendor Switch Hardware Services
Number of third-party switches	1

*Select models of multi-vendor third-party switches are supported under this service (contact your Dell Technologies Sales representative). The multi-vendor third-party switch may either be purchased through Dell or supplied by the customer.

Note: This offer is scaled & sold per switch basis.

During this part of the service, DT Services:

Scope Tasks	ProDeploy for NFVI Multi-vendor Switch Hardware		
	Field On Site	Field Remote	Factory Hardware
Conducts planning for the multi-vendor switch deployment to review pre-planning technical requirements and creates the <i>Deployment Plan</i> .	✓	✓	✓
Gathers and reviews the customer-provided input to ensure that all the necessary information has been provided for the successful configuration of the switches.	✓	✓	✓
Verifies that the environment meets all hardware and software requirements.	✓	✓	✓
Completes rack and stack of the equipment.	✓	✓	✓
Inserts ports and/or connects all existing cables following a topology provided by the customer inserting transceivers when applicable.	✓	✓	✓
Assigns an IP address to the management port only (console port, out of band only).	✓	✓	✓
Installs all required licenses purchased and provided by the customer.	✓	✓	✓
Upgrades the switch firmware to the version for deployment, if required.	✓	✓	✓
Verifies the installation and that switch management IP is accessible for remote configuration.	✓	✓	✓

*Field Remote- DT Services resource will remotely support/guide the customer to perform this action.

Scope Tasks	ProDeploy for NFVI Multi-vendor Switch Software		
	Field On Site	Field Remote	Factory Hardware
Configures VLANs, Link Aggregation Groups (such as VPC), Stack Switching, Virtual Link Trunking (VLT), if required.	✓	✓	✓
Configures traffic (Jumbo frames and flow control).	✓	✓	✓
Configures TACACS, Radius server, Spanning Tree, SNTP, and SMTP.	✓	✓	✓
Configures switch with static or dynamic routing protocols, RIP,	✓	✓	✓

Scope Tasks	ProDeploy for NFVI Multi-vendor Switch Software		
	Field On Site	Field Remote	Factory Hardware
OSPF, (EIGRP Cisco) and BGP basic configuration. Sets up necessary IP addressing on VLANs or interfaces for routing, multicasting (using IGMP and/or PIM), access control statements, QoS for dedicated voice/video VLANs, and configures first hop redundancy. Configures Call Home technologies from third-party, if required.	✓	✓	✓
Configures syslog and SNMP trap collection, as required.	✓	✓	✓
Validates logging and SNMP traps function properly, if required.	✓	✓	✓
Verifies the configuration results.	✓	✓	✓
Collects and uploads the switch configuration when applicable.	✓	✓	✓
Provides a Final Copy of the <i>Deployment Verification</i> to the customer.	✓	✓	✓
Provides a copy of the completed <i>Deployment Verification</i> to the customer.	✓	✓	✓

*Field Remote- DT Services resource will remotely support/guide the customer to perform this action.

ProDeploy for NFVI Factory Rack Add-on Services

After the turnkey factory racks are shipped to the planned location(s), as a part of the ProDeploy for NFVI Factory Rack base service, racks are set up on site. The *ProDeploy for NFVI Factory Rack Final On-site Setup* and the *ProDeploy for NFVI Factory Rack Final Remote Setup* add-on services complete the integration of a single factory rack, within the customer's environment at the single site. These offers must be ordered and require a *ProDeploy for NFVI Factory Rack* base service and may be ordered in multiples.

The *ProDeploy for NFVI Factory Rack* service applies to the following:

- *ProDeploy for NFVI Factory Rack Final Onsite Setup (per rack)*
- *ProDeploy for NFVI Factory Rack Final Remote Setup (per rack)*

Scope Quantities	ProDeploy for NFVI Factory Rack Final Setup
Number of racks	1

During this part of the service, DT Services:

Scope Tasks	ProDeploy for NFVI Factory Rack Final Setup	
	On-site Setup	* Remote Setup
Inspects hardware.	✓	✓
Validates rack location, power, and cable requirements.	✓	✓
Obtains out-of-band IP from customer.	✓	✓
Verifies power, within the rack, to the devices.	✓	✓
Connects customer's supplied network cable(s) to devices in the rack.	✓	✓
Powers on the rack in the system.	✓	✓
Checks for error lights; obvious issues.	✓	✓
*Verifies and updates to the latest firmware and drivers, if required	✓	✓
Validates out-of-band IP is accessible.	✓	✓

*Field Remote- DT Services resource will remotely support/guide the customer to perform this action.

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