

Service Brief

ProDeploy for PowerMax x500, Upgrade

The services described with this Service Brief (the “**Services**”) are part of Dell Technologies (“**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 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.

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Services Overview

This service delivers the deployment of a PowerMax x500 solution. The service includes the installation of hardware for an existing PowerMax x500 array upgrade and is delivered using onsite (for hardware install) and remote (configuration) resources.

ProDeploy for PowerMax x500 Base, Upgrade

This service provides the base activities for installing incremental hardware on an existing PowerMax x500 frame.

This service is always co-delivered with one or more instances of at least one of the following services to complete the scope of a PowerMax x500 upgrade engagement:

- ProDeploy Add-On for PowerMax x500 FEIO Module, Upgrade
- ProDeploy Add-On for PowerMax x500 Drive Addition, Upgrade
- ProDeploy Add-On for PowerMax x500 Capacity Pack, Upgrade
- ProDeploy Add-On for PowerMax x500 Memory, Upgrade
- ProDeploy Add-On for PowerMax 8500 System Bay, Upgrade
- ProDeploy Add-On for PowerMax 8500 Node-Pair, Upgrade
- ProDeploy Add-On for PowerMax 8500 DME, Upgrade
- ProDeploy Add-On for PowerMax 2500 Node-Pair and DME, Upgrade

Note: Disk Array Enclosure (DAE) is termed as Dynamic Media Enclosure (DME) for PowerMax 2500/8500

Important! Do not deliver this service standalone. Deliver it only in conjunction with at least one add-on service listed above.

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 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 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

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):

	ProDeploy for PowerMax x500 Base Upgrade
PowerMax x500 arrays	1

During this part of the service, Services personnel:

	ProDeploy for PowerMax x500 Base Upgrade
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.	✓
Plans and estimates a schedule for the installation and/or configuration tasks for the Services.	✓
Confirms the site requirements.	✓
Ensures that the prerequisite installation and configuration activities have been completed.	✓
Ensures customer has Unisphere alert notifications enabled.	✓
Prepares for discussion on alerts notifications required by customer.	✓
Ensures customer has one or more notification method setup for Unisphere alert notifications.	✓
Enables Unisphere alerts agreed by customer and configure the notification mechanism.	✓
Locates target third-party or Dell target rack, and Dell mini-rack.	✓
Performs technical pre-installation reviews	✓
Installs rails and trays.	✓
Applies identification tags.	✓
Installs required components.	✓
Installs internal cables.	✓
Installs external cables.	✓
Installs bay bezel.	✓
Disposes of packing material and prepares the Dell mini-rack for return to Dell.	✓
Verifies that the installation and/or configuration results are correct.	✓
Provides the Customer with the Project Completion Form.	✓

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.

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:

- Provide DT Services with reasonable access to Customer functional, technical, and business staff as necessary to perform the Services.
- Provide DT Services personnel with workstation(s) to enable access to the software identified in this document.
- Assign a primary contact and point of authorization as the Customer project manager. This single point of contact will be responsible for issue resolution, activity scheduling, interview scheduling, and information collection and dissemination. The Project Sponsor is responsible to ensure compliance with Customer obligations.
- Assign a lead technical resource to act as a single technical point-of-contact between Customer and DT Services as necessary for the duration of the engagement.
- Supply DT Services with a list of all Customer-provided hardware to be used in the implementation to verify the equipment conforms to the Support Matrix and applicable Compatibility Matrixes.
- Ensure that all required site preparations have been successfully met for any new non-Dell EMC system components. Customer will also ensure its facilities (or facilities provided through a third-party) are capable of accepting and supporting any new products ordered from Dell Technologies before the project start date. This includes, but is not limited to, adequate HVAC, power, floor space, security, etc.
- Make appropriate system maintenance windows available for DT Services (or authorized agents) as needed to prepare equipment.
- Provide (as required) implementation of communications infrastructure and components.
- Provide technical support for implementation teams, all vendors, and third parties as necessary.
- Assume responsibility for all network connectivity, performance, and configuration issues.
- Identify the current operating system patch set level required for this engagement and install any recommended patch set(s) prior to the engagement commencement.
- Ensure that an adequate backup and restore process exists and is operational.
- Obtain and provide, at its own cost and expense, all third-party licenses and maintenance agreements necessary for DT Services to complete the project.
- Maintain the properly configured hardware/operating system platform to support the Services and prepare a properly configured server prior to the commencement of Services.

- Obtain licenses and related maintenance support under separate contract for any necessary Dell EMC products before the commencement of Services.
- Allow DT Services to post any documents necessary to provide Services in compliance with the law at any site at which Services are performed.
- Manage site facility preparation, including but not limited to cabling, HVAC, and power.
- Ensure any site-specific and/or site-to-site network infrastructure required is in place and operational.
- Manage all internal change control procedures and documentation including coordination with application and business owners.
- Provide at least one technical contact with system administration responsibilities and appropriate system and information access privileges 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 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/service-descriptions .	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.

1.4 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. 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.

1.6.2. 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>

1.6.3. 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.

1.6.4. 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.

1.6.5. 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 Add-On for PowerMax x500 FEIO Module Upgrade

This service provides the add-on activities for installing a pair of front-end I/O modules on an existing PowerMax x500 frame. This service is always co-delivered with one instance of the *ProDeploy for PowerMax x500 Base, Upgrade* service to complete the scope of a PowerMax x500 upgrade engagement.

Multiple instances of this service can be purchased and co-delivered with the base service.

ProDeploy Add-On for PowerMax x500 Drive Addition Upgrade

This service provides the add-on activities for installing up to four Drives on an existing PowerMax x500 frame. This service is always co-delivered with one instance of the *ProDeploy for PowerMax x500 Base, Upgrade* service to complete the scope of a PowerMax x500 upgrade engagement.

For addition of more than Four (4) drives, quote *ProDeploy Add-On for PowerMax x500 Capacity Pack, Upgrade* service.

ProDeploy Add-On for PowerMax x500 Capacity Pack Upgrade

This service provides the add-on activities for installing a capacity pack on an existing PowerMax x500 frame. This service is always co-delivered with one instance of the *ProDeploy for PowerMax x500 Base, Upgrade* service to complete the scope of a PowerMax x500 upgrade engagement.

Multiple instances of this service can be purchased and co-delivered with the base service.

ProDeploy Add-On for PowerMax x500 Memory Upgrade

This service provides the add-on activities for installing and/or or swapping the memory modules on an existing PowerMax x500 frame. This service is always co-delivered with one instance of the *ProDeploy for PowerMax x500 Base, Upgrade* service to complete the scope of a PowerMax x500 upgrade engagement.

Multiple instances of this service can be purchased and co-delivered with the base service.

ProDeploy Add-On for PowerMax 8500 System Bay Upgrade

This service provides the add-on activities for installing the second system bay on an existing PowerMax 8500 frame. This service is always co-delivered with one instance of the *ProDeploy for PowerMax x500 Base, Upgrade* service to complete the scope of a PowerMax x500 upgrade engagement.

ProDeploy Add-On for PowerMax 8500 Node-Pair Upgrade

This service provides the add-on activities for installing a Node-Pair on an existing PowerMax 8500 frame. This service is always co-delivered with one instance of the *ProDeploy for PowerMax x500 Base, Upgrade* service to complete the scope of a PowerMax x500 upgrade engagement.

ProDeploy Add-On for PowerMax 8500 DME Upgrade

This service provides the add-on activities for installing a DME on an existing PowerMax 8500 frame. This service is always co-delivered with one instance of the *ProDeploy for PowerMax x500 Base, Upgrade* service to complete the scope of a PowerMax x500 upgrade engagement.

ProDeploy Add-On for PowerMax 2500 Node-Pair and DME Upgrade

This service provides the add-on activities for installing a Node-Pair and DME on an existing PowerMax 2500 frame. This service is always co-delivered with one instance of the *ProDeploy for PowerMax x500 Base, Upgrade* service to complete the scope of a PowerMax x500 upgrade engagement.

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.

Service Quantities	ProDeploy Add-On for PowerMax x500 FEIO Module Upgrade	ProDeploy Add-On for PowerMax x500 Capacity Pack Upgrade	ProDeploy Add-On for PowerMax x500 Drive Addition Upgrade	ProDeploy Add-On for PowerMax x500 Memory Upgrade
Number of Storage Arrays	1	1	1	1
Pairs of FE IO Modules	1			
Number of Drives			1 - 4	
Capacity Packs		1		
Number of Node-Pairs in which to install memory modules				1

Service Quantities	ProDeploy Add-On for PowerMax 8500 System Bay Upgrade	ProDeploy Add-On for PowerMax 8500 Node-Pair Upgrade	ProDeploy Add-On for PowerMax 8500 DME Upgrade	ProDeploy Add-On for PowerMax 2500 Node-Pair and DME Upgrade
Number of Storage Arrays	1	1	1	1
System Bays	1			
PowerMax 8500 Node-Pair		1		
PowerMax 8500 DME			1	
PowerMax 2500 Node-Pair				1
PowerMax 2500 DME				1

During this part of the service, Services personnel:

Service Tasks	ProDeploy Add-On for PowerMax x500 FEIO Module Upgrade	ProDeploy Add-On for PowerMax x500 Drive Addition Upgrade	ProDeploy Add-On for PowerMax x500 Capacity Pack Upgrade	ProDeploy Add-On for PowerMax x500 Memory Upgrade
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.	✓	✓	✓	✓
Plans and estimates a schedule for the installation and/or configuration tasks for the Services.	✓	✓	✓	✓
Confirms the site requirements.	✓	✓	✓	✓
Ensures that the prerequisite installation and configuration activities have been completed.	✓	✓	✓	✓
Completes the activities for installing a pair of front-end I/O modules.	✓			
Completes the add-on activities for installing a drive.		✓		

Completes the add-on activities for installing a capacity pack.			✓	
Completes the activities for swapping and/or installing memory.				✓
Verifies that the installation and/or configuration results are correct.	✓	✓	✓	✓
Provides the Customer with the Project Completion Form.	✓	✓	✓	✓

Service Tasks	ProDeploy Add-On for PowerMax 8500 System Bay Upgrade	ProDeploy Add-On for PowerMax 8500 Node-Pair Upgrade	ProDeploy Add-On for PowerMax 8500 DME Upgrade	ProDeploy Add-On for PowerMax 2500 Node-Pair and DME Upgrade
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.	✓	✓	✓	✓
Plans and estimates a schedule for the installation and/or configuration tasks for the Services.	✓	✓	✓	✓
Confirms the site requirements.	✓	✓	✓	✓
Ensures that the prerequisite installation and configuration activities have been completed.	✓	✓	✓	✓
Completes the activities for installing a system bay.	✓			
Completes the add-on activities for installing a Node-Pair.		✓		✓
Completes the add-on activities for installing a DME.			✓	✓
Verifies that the installation and/or configuration results are correct.	✓	✓	✓	✓
Provides the Customer with the Project Completion Form.	✓	✓	✓	✓

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