

Service Brief

ProDeploy Plus for PowerFlex rack, Deploy

This Service is part of Dell EMC 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 Plus for PowerFlex rack service delivers the deployment of a PowerFlex rack solution and includes:

- Either a remote or onsite planning and design which includes a Site Survey and the Logical Configuration Survey (LCS) to determine the Customer requirements and meet operational objectives.
- Factory logical build performed at a Dell Technologies location.
- Physical installation of the cabinet and cabling at the Customer's location
- Final configuration of the PowerFlex rack software at the Customer site.
- An implementation option for Customers who have custom data center cabinet requirements.

This service offering is delivered using in-region and onsite resources.

ProDeploy Plus for PowerFlex rack, Base Deploy

This service provides the field deployment of the PowerFlex rack system for a minimum base configuration requirement after the initial logical configuration is completed in the Dell Technologies factory, and includes:

- Physical installation of the PowerFlex rack and cabling at the Customer location.
- The final configuration at the Customer's site, including up to 100 VLANs for Customer production workloads.
- An interactive Customer knowledge transfer session to maximize the return on investment for the deployed system.

ProDeploy Plus for PowerFlex rack - Onsite Planning and Design

This service:

- Is performed at the Customer location and provides planning and design for a PowerFlex rack solution.
- Logical configuration and site surveys are performed onsite to determine the Customer requirements to meet operational objectives.

ProDeploy Plus for PowerFlex rack - Remote Planning and Design

This service:

- Is performed remotely and provides planning and design for a PowerFlex rack solution.
- Logical configuration and site surveys are performed remotely to determine the Customer requirements to meet operational objectives.

ProDeploy Plus for PowerFlex rack, Base Logical Configuration

This service provides the base for a logical configuration of one (1) PowerFlex rack system in a Dell Technologies facility in accordance with documented requirements provided by the Customer and does not include any Customer workload nodes. Add-on services are sold separately.

ProDeploy Plus for PowerFlex rack, CloudLink Logical Configuration

- This service provides the base for a logical deployment and configuration of a CloudLink Controller Cluster for one (1) PowerFlex rack system in a Dell Technologies facility, but excludes the CloudLink Agents on the Customer workload nodes. Add-on services are sold separately.

ProDeploy Plus for VxBlock or PowerFlex rack, Custom Cabinet

This service provides an implementation option for Customers who have custom data center cabinet requirements for a VxBlock System or PowerFlex rack System ("Dell EMC System"). This service:

- Includes cabinet planning, implementation, testing, and having the Dell EMC System transferred into the Customer environment upon arrival. The Customer cabinet must be pre-approved by Dell Technologies before this service is ordered.
- Allows for the situation where a Customer has data center cabinet requirements different than the standard Dell EMC System cabinets, for example, a co-location data center.
- Is delivered as a fully managed project and is performed after the Dell EMC System completes the manufacturing process and is shipped to the Customer location. After the service is completed, the Dell EMC System is ready for standard deployment and implementation activities.
- Adds additional Customer Service Engineer (CSE) time to the applicable design and implementation services.

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-ons can be combined with any Primary Service within the same Offer Tier. For example, a ProDeploy Plus Add-on Service can only be combined with a ProDeploy Plus Primary Service. 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 project. 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 Deployment 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 Technologies Services ("DT Services") personnel or authorized agents ("DT 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 Plus for PowerFlex rack	
	Base Deploy	Custom Cabinet
Physical Cabinets	1	
VxBlock or PowerFlex rack cabinets		1

During this part of the service, Services personnel:

Service Tasks	ProDeploy Plus for PowerFlex rack			
	Remote Planning and Design	Onsite Planning and Design	Base Deploy	Custom Cabinet
Performs site survey workshop, review and obtains approval.	✓	✓		
Performs Logical Configuration Workshop and obtains approvals.	✓	✓		
Performs manufacturing review and approval.	✓	✓		
Finalizes project documentation and submits to Logical Build Engineering.	✓	✓		
Performs a site readiness validation.			✓	
Installs the physical cabinets and cabling, powers-up and verifies hardware health.			✓	
Completes validation and configuration of all Dell EMC System components against Customer-supplied Logical Configuration Survey (LCS).			✓	
Integrates system into the Customer's core network.			✓	
Finalizes PowerFlex Manager and system configurations including CloudIQ, Dell Secure Remote Services and Call Home registration.			✓	
Completes deployment verification with the Customer to ensure that all system components are operating as required.			✓	
Registers the Customer to receive product alerts.			✓	
Completes and delivers an updated LCS configuration and an As-Deployed document (SCR) detailing the exact system configuration.			✓	
Conducts a basic Knowledge Transfer.			✓	
Completes solution deployment validation.			✓	
Disassembles the system components from factory standard cabinets.				✓
Reinstalls the system at the Customer location in pre-approved Customer specified cabinets.				✓
Performs system power on test.				✓
Returns original system cabinet to the factory.				✓

During this part of the service, Services personnel:

Service Tasks	ProDeploy Plus for PowerFlex rack	
	Base Logical Configuration	CloudLink Logical Configuration
Completes the factory configuration using Customer supplied Logical Configuration Survey (LCS).	✓	
Produces the System Configuration Report (SCR), which provides the configuration details of the system at the time of shipment.	✓	
Completes the factory configuration of the CloudLink Controller Cluster		✓

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:

- 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.

30 Day Post-Deployment Configuration Assistance

For up to 30 days after the deployment date, DT Services will provide remote configuration assistance for the purchased Supported Products (as defined in this document), components, and within the defined project scope included with this Service. If you have configuration questions after the Dell deployment team has left your site, call Dell technical support for initial assistance. If more in-depth assistance is needed, Dell technical support will engage the appropriate team to schedule time to assist you with configuration support.

Training Credits

Customers who purchase the Services for use with select Supported Products may receive DT Services Education Services Training Credits ("Training Credits"). Check your Order Form to confirm whether your purchase of the Services includes a ProDeploy Plus Training Credits SKU, and to determine how many Training Credits you receive with your purchase of the Services.

Training Credits are a flexible way to purchase training courses offered by Dell Technologies Education Services ("Dell"). Training courses are offered in a variety of formats: On-Demand training, Virtual Classroom training and Live Classroom training at a location open to any Customer or at a Customer site. A list of available training courses can be found at education.dell EMC.com.

Training Credits should be redeemed in the country in which they are purchased, but may also be redeemed outside the country in which they are purchased on a case by case basis as determined by Dell. In order to redeem Training Credits outside the country in which they are purchased, contact Dell Technologies Education Services or your sales representative.

The duration of the term during which you can use the Training Credits to purchase Dell Technologies Education Services training courses is twelve (12) months from the date of your purchase of the Training Credits. All training courses redeemed against the Training Credits must be scheduled and delivered prior to expiration of your applicable 12 month period from the date of purchase of the Services on the Order Form, except to the extent applicable law requires otherwise. After you purchase your Training Credits, Dell will provide a monthly balance report of your Training Credits and a 90 day notice for any expiring Training Credits. If you have questions about the expiration of your Training Credits, contact Dell or your sales representative. Dell's obligations to provide Dell Technologies Education Services training to you in return for the Training Credits you purchase will be deemed

satisfied after the 12 month period following the date of your purchase of the Training Credits, even if you do not use the Training Credits to purchase any Dell Technologies Education Services training. If the Training Credits expire, you will not receive a refund for the purchase of the Training Credits.

Your purchase of Training Credits may be used for training provided by Dell Technologies Education Services, and in some limited instances for certain third-party training. Contact Education Services or your sales representative for more information about qualifying third party training offerings.

Deliverables

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

- Deployment Verification
- Deployment Plan
- As-Deployed Configuration

Services Scope Changes

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

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

Services Scope Exclusions

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

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

The following are the additional responsibilities of Customer:

- Make appropriate system maintenance windows available for DT Services (or authorized agents) as needed to prepare equipment.
- Complete questionnaires supplied by DT Services within required timelines.
- Be responsible for, and assume any risk associated with any problems resulting from the accuracy, content, completeness, and consistency of any data, materials, or information supplied by the Customer.
- Make reasonable accommodations for the project team for engagement activities at the Customer site. These accommodations will include a desk/cubicle, voice telephone, Internet access, and shared access to laser printer, copier, fax, and conference room facilities.
- Provide at least one technical contact with system administration responsibilities and appropriate levels of access privileges to systems and information necessary to perform this service.
- Ensure that authorized representatives of the Customer will perform activities, attend meetings, make decisions, and complete documentation requested by DT Services in a timely fashion and in accordance with the times specified in the agreed project plan. Such activities include project kickoff, project planning, attending interviews, responding to questionnaires and surveys, and agreeing upon an implementation Deployment Verification.
- Assign a Customer Project Manager with the authority to make project decisions and represent the Customer in all matters related to this Service. Customer Project Manager will provide a single consolidated response to any review, approval, change, or decision request.
- Provide Customer Technical Leads with relevant domain, business, and/or technical expertise, as required. Customer Technical Leads are the acknowledged spokespersons for the areas they represent, and the DT Services project team requires regular and timely access to them. If Customer Technical Leads are unable to attend a scheduled meeting, then the Customer Project Manager shall represent the Customer's staff as the final authority with respect to Customer on all items of discussion.
- Acknowledge receipt and acceptance/rejection of all deliverables associated with the Service as quickly as commercially reasonable, but in all events within ten (10) business days of delivery (not including local public holidays). Customer will use the DT Services MCF to indicate acceptance of deliverables. If such acknowledgment is not received within this period, all deliverables will be deemed acknowledged and accepted.
- Verify that the equipment location is prepared prior to the commencement of the Services.
- Restrict and prevent access to Customer data not pertinent to the configuration and deployment of the system, including but not limited to personally identifiable information.

- Provide make/model of racks, PDUs, cable managers, and additional pre-approved hardware that may be installed in the cabinets.
- Locate the hardware near the supplied cabinet that is ready for installation.
- Ensure that all environment, technical, and operational requirements are met prior to commencement of the service.

Services Schedule

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

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

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

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

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

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

The Services will be delivered using Service Provider’s standard delivery model, which may include guided hardware installation, onsite and/or offsite delivery of the Services. If the Customer requires a different delivery model, the charges, expenses, scope of work and/or schedule are subject to modification in accordance with the “Services Scope Changes” section in this document. If the Customer does not authorize such change(s) in accordance with the “Services Scope Changes” section, Service Provider and the Customer agree that Service Provider’s standard delivery model will apply for the Services. (Not applicable to U.S. Government or U.S. State engagements that preclude the use of offsite delivery of services.)

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

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

Dell Technologies Services Terms and Conditions

This document is between the Customer defined in the appropriate sale description below ("Customer") and the applicable Dell Technologies Services sales entity ("Dell Technologies") specified on your Sales Order and sets

forth the business parameters and other matters regarding services that Customer has engaged Dell Technologies to provide hereunder.

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

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

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

The following terms and conditions govern this document:

1.1 Term; Termination. This document begins on the date specified in the "Service Schedule" section above, and, unless terminated for breach, continues in accordance with its terms. A party shall notify the other in writing in case of the other's alleged breach of a material provision of this document. The recipient shall have thirty (30) calendar days from the date of receipt of such notice to effect a cure ("**Cure Period**"). If the recipient of such notice fails to effect a cure within the Cure Period, then the sender of the notice shall have the option of sending a written notice of termination, which shall take effect upon receipt.

1.2 Grant of Copyright or License Rights in Deliverables. Subject to Customer's payment of all amounts due Dell Technologies, the parties agree (i) Customer shall own all copyright rights to the portion of Deliverables (defined below) that consists solely of written reports, analyses and other working papers prepared and delivered by Dell Technologies to Customer in the performance of the Dell Technologies obligations hereunder, and (ii) for the portion of Deliverables that consists of scripts and code, Dell Technologies grants Customer a non-exclusive, non-transferable, irrevocable (except in case of breach of this document) perpetual right to use, copy and create derivative works from such (without the right to sublicense) for Customer's internal business operations, as contemplated hereunder. The license granted in this section does not apply to (a) Customer furnished materials, and (b) any other Dell Technologies products or items licensed, or otherwise provided, under a separate agreement. "**Deliverables**" means any reports, analyses, scripts, code or other work results which have been delivered by Dell Technologies to Customer within the framework of fulfilling obligations under this document.

1.2.1 Customer Furnished Materials. Customer does not relinquish any of its rights in materials it furnishes to Dell Technologies for use in performing the Services. Pursuant to Customer's Proprietary Rights (defined below)

therein, Customer grants Dell Technologies a non-exclusive, non-transferable right to use such solely for the benefit of Customer in fulfillment of the Dell Technologies obligations hereunder.

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

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

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

1.5 Warranty; Warranty Disclaimer. Dell Technologies shall perform the Services in a workmanlike manner in accordance with generally accepted industry standards. Customer must notify Dell Technologies of any failure to so perform within ten (10) days after the performance of the applicable portion of Services. The entire Dell Technologies liability and Customer's sole remedy for any Dell Technologies failure to so perform shall be for Dell Technologies to, at its option, (i) correct such failure, and/or (ii) terminate this document and refund that portion of any fees received that correspond to such failure to perform. **EXCEPT AS EXPRESSLY STATED IN THIS WARRANTY SECTION, AND TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, DELL TECHNOLOGIES (INCLUDING ITS SUPPLIERS) MAKES NO OTHER EXPRESS WARRANTIES, WRITTEN OR ORAL, AND DISCLAIMS ALL IMPLIED WARRANTIES. 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. THE TOTAL LIABILITY OF DELL TECHNOLOGIES AND CUSTOMER'S SOLE AND EXCLUSIVE REMEDY FOR ANY CLAIM OF ANY TYPE WHATSOEVER, ARISING OUT OF OR IN CONNECTION WITH THIS DOCUMENT OR SERVICES PROVIDED HEREUNDER, SHALL BE LIMITED TO PROVEN DIRECT DAMAGES CAUSED BY DELL TECHNOLOGIES SOLE NEGLIGENCE IN AN AMOUNT NOT TO EXCEED THE PRICE PAID TO DELL TECHNOLOGIES FOR THE SERVICES RENDERED HEREUNDER. EXCEPT WITH RESPECT TO CLAIMS REGARDING VIOLATION OF THE INTELLECTUAL PROPERTY RIGHTS OF DELL TECHNOLOGIES, 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.

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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 Plus Add-On for PowerFlex Rack - 4 Node Logical Configuration

This service provides logical configuration for up to four (4) PowerFlex integrated rack Customer workload nodes in a Dell Technologies facility in accordance with documented requirements provided to DT Services by the Customer, and is required to cover the total number of Customer workload nodes in a system.

Service Quantities	ProDeploy Plus Add-on for PowerFlex rack
	4 Node Logical Configuration
Customer Nodes	4

During this part of the service, Services personnel:

Service Tasks	ProDeploy Plus Add-on for PowerFlex rack
	4 Node Logical Configuration
Completes the factory configuration using Customer supplied Logical Configuration Survey (LCS).	✓
Produces the System Configuration Report (SCR), which provides the configuration details of the system at the time of shipment.	✓

ProDeploy Plus Add-On for PowerFlex Rack - NSX-T Hardware Preparation

This service provides the installation and partial configuration of NSX-T to a VxFlex integrated rack during the factory logical configuration of the VxFlex integrated rack service, in a Dell Technologies facility in accordance with documented requirements provided to DT Services by the Customer.

Service Tasks	ProDeploy Plus Add-on for PowerFlex rack
	NSX-T Hardware Preparation
Completes the factory configuration using Customer supplied Logical Configuration Survey (LCS).	✓
Deploys the NSX-T servers and virtual machines, including partially configuring the NSX-T virtual and logical environment, in the factory.	✓
Produces the System Configuration Report (SCR), which provides the configuration details of the system at the time of shipment.	✓

ProDeploy Plus Add-On for PowerFlex Rack - Cabinet Install

This service provides additional field deployment services for an expansion rack beyond the first rack, during a VxFlex integrated rack deployment.

Service Quantities	ProDeploy Plus Add-on for PowerFlex rack
	Cabinet Install
Physical Cabinets	1

During this part of the service, Services personnel:

Service Tasks	ProDeploy Plus Add-on for PowerFlex rack
	Cabinet Install
Installs the physical cabinets and cabling, powers-up and verifies hardware health.	✓
Completes validation and configuration of all Dell EMC System components against Customer-supplied Logical Configuration Survey (LCS).	✓
Integrates system into the Customer's core network.	✓
Finalizes PowerFlex Manager and RHV system configurations, Dell Secure Remote Services and Call Home registration.	✓
Completes and delivers an updated LCS configuration and an As-Deployed document (SCR) detailing the exact system configuration.	✓
Conducts a basic Knowledge Transfer.	✓

ProDeploy Plus Add-On for PowerFlex Rack - Replication Integration

This service provides for the final configuration of the Async Replication feature at the Customer site between two net new systems that have been prepared for in a Dell Technologies Factory.

Service Quantities	ProDeploy Plus Add-on for PowerFlex rack
	Replication Integration
Number of Participating Replication Nodes	8
Number of Replication Volume Pairs	2

During this part of the service, Services personnel:

Service Tasks	ProDeploy Plus Add-on for PowerFlex rack
	Replication Integration
Performs a site readiness validation.	✓
Performs Async Replication configuration	✓
Completes deployment verification with the Customer to ensure that all system components are operating as required.	✓

ProDeploy Plus Add-on for PowerFlex Rack - 4 Node CloudLink Logical Configuration

This service provides the deployment and configuration of CloudLink Agents for up to four (4) Customer workload nodes in a Dell Technologies facility.

Service Quantities	ProDeploy Plus Add-on for PowerFlex rack
	4 Node CloudLink Logical Configuration
Customer Nodes	4

During this part of the service, Services personnel:

Service Tasks	ProDeploy Plus Add-on for PowerFlex rack
	4 Node CloudLink Logical Configuration
Completes the factory configuration of CloudLink Agents	✓

ProDeploy Plus Add-On VxBlock or PowerFlex Rack - Site Ready Assessment

This service:

- Evaluates seven aspects of required physical infrastructure at one planned data center installation location for Dell EMC converged infrastructure systems to determine whether the location is physically ready to support proper installation and configuration of the Dell EMC Systems.
- Provides a 40GE network assessment at the Installation Location if the Customer has Cisco ACI-ready Nexus 40GE switches in their Dell EMC Systems and intends to use the 40GE capability.
- Is appropriate as a first step after the purchase of Dell EMC Systems. The Service provides Dell Technologies expertise in data center facilities management to facilitate the smooth, efficient, and successful deployment and operations of Dell EMC Systems.

Each VxBlock System requires its own STR entry in the EDGE quoting system even though systems may coexist at the same data center location.

Service Tasks	ProDeploy Plus Add-on for PowerFlex rack
	Site Readiness Assessment
Assess data center physical infrastructure, such as space, flooring load, power, cooling, data communications, pathways, and telecommunications bonding.	✓
Evaluates the fiber optic cabling infrastructure's ability to support a 40Gb/s spine and leaf network architecture.	✓
Determines whether the Installation Location is ready and prepared to receive the planned system.	✓
Documents all findings, including required preparations and improvement actions, in a Site Readiness Assessment report.	✓

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