



Service Brief

Product Success Accelerator Service for Backup

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.

Table of Contents

Table of Contents	- 1 -
Services Overview	- 1 -
Offer Structure	- 3 -
Project Scope	- 5 -
Project Management.....	- 9 -
RACI	- 9 -
Deliverables	- 10 -
Services Scope Changes	- 10 -
Services Scope Exclusions	- 11 -
Customer Responsibilities	- 11 -
Services Schedule	- 14 -
DT Services Terms and Conditions.....	- 14 -

Services Overview

The *Product Success Accelerator Service for Backup (PSX for Backup)* service (the "Service") is part of the Product Success Accelerator (PSX) portfolio of outcome-based services. PSX is a service offer that includes three (3) tiers of service (Ready, Optimize, Assist) that provide varying levels of deployment, guidance and assistance and value based on Customer-specific needs and requirements.

PSX for Backup is intended to focus on the Dell branded product of PowerProtect Data Manager (PPDM) and PowerProtect Data Domain (DD) with a focus on addressing Customer use cases for data protection and to streamline the order experience. The goal is to provide a straight-forward offer of services to deliver an outcome that provides exceptional value to the Customer.

The *PSX for Backup* service provides services to implement, optimize, and assist a comprehensive backup solution. The Service combines the skills, activities and deliverables needed to install, configure, and operationalize a PPDM to DD backup protection that is Customer managed/assisted.

In addition, this Service confirms the business requirements and data assets needing protection, deploys and tests the solution, and provides runbook documentation.

Lastly, the *PSX for Backup* Optimize and Assist tiers provide Customers with Dell expertise in support of ongoing optimization and operations assistance depending on which PSX tier is purchased.

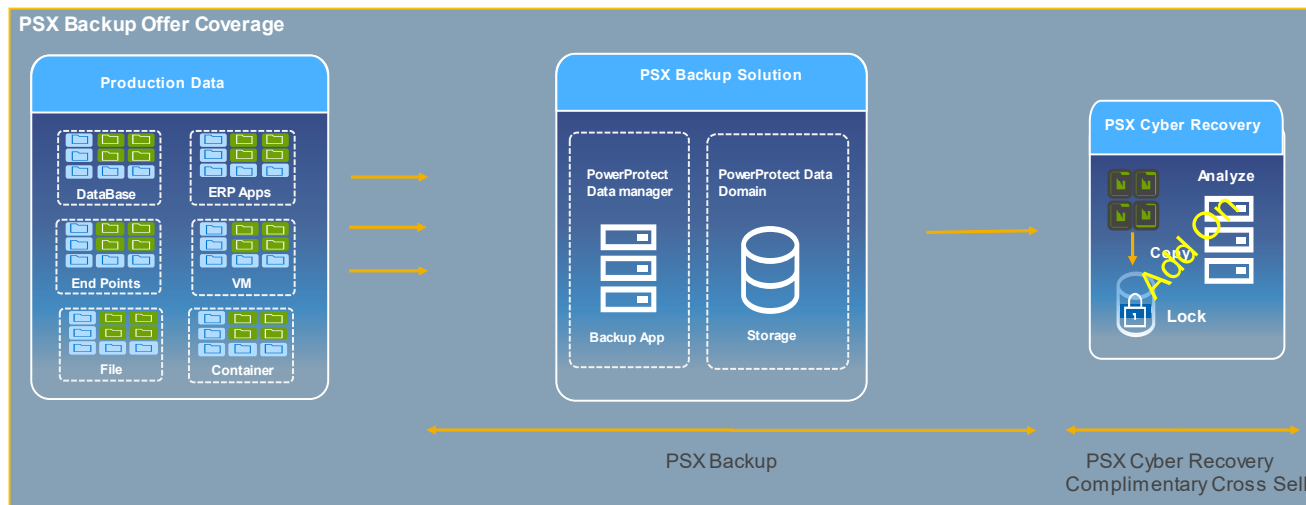
Tailored education curriculums for each PSX for Backup tier are also a feature of the Service to ensure Customer skills development are at levels needed for the solution.

In Figure 1, this image shows an overview of how the solution consists of Protection, Redundancy and Retrievability:

- Protection refers to complete data backups of data as outlined by the backup policies defined by the Customer.
- Redundancy refers to securing a copy of the Customer’s data off site in alternate physical or cloud location.
- Retrievability is the ability to identify and retrieve required data with a minimal of effort or concern that the data is completely lost depending on the type of event encountered.

Backup PSX | Solution Overview

Protection, Redundancy and Retrievability



Internal Use- Confidential

1 © Copyright 2020 Dell Inc.

Dell Technologies

Figure 1 – Backup PSX | Solution Overview

This table shows the features for each Service tier:

Choose the level of assistance:	Ready	Optimize	Assist
Education	✓	✓	✓
Planning	✓	✓	✓
Deployment	✓	✓	✓
Enablement	✓	✓	✓
Ongoing Optimization		✓	✓
Daily 8x5 Operations			✓

The *PSX for Backup* Service includes the following deliverables:

	Ready	Optimize	Assist
Education courses tailored by each tier	✓	✓	✓
Customer Success Plan	✓	✓	✓
Runbook Documentation	✓	✓	✓
Quarterly Backup Assessment		✓	✓
Support for Quarterly restore test		✓	✓
Ongoing Operational Assistance (8x5)			✓

Offer Structure

The Service provides for onsite hardware installation and combines specific remotely delivered DT Services skills and resources for deployment, consulting, and operations.

The Service consists of activities to finalize the technical Backup design. Subsequently, the Service deploys an integrated DD and PPDM solution, develops a runbook that outlines data protection procedures and conducts a backup/restore test. Additionally, based on the PSX tier, the Service consists of validating DD replication as well as providing periodic PPDM backup assessments and operational and administrative assistance and expertise.

This Service is delivered by skilled and experienced DT Services remote delivery teams and an onsite team for hardware installation, only.

PSX for Backup is data protection appliance size agnostic. All PSX Tiers are planned to address multiple appliances of varying size and capacity without significant impact to Service scope, deliverables, and outcome.

Planned appliances that *PSX for Backup* will offer deployment for are one of the following:

- PowerProtect DD6xxx
- PowerProtect DD9xxx

PSX for Backup will address Services for a baseline solution comprised of both hardware and software. The objective is for standardization, consistency, predictability of Services to the baseline solution configurations regardless of hardware capacity.

PSX for Backup is a proposed three tier Service approach. The table below outlines in more detail the expected activities and tasks aligned with outcomes by tier.

The following table outlines the specific Service components included with each PSX tier of Service and associated tasks and deliverables:

Ready	Optimize	Assist
Installation, Configuration, Testing, and Validation of PPDM and Data Domain		
Product Success Accelerator for Backup - Ready Deployment	Product Success Accelerator for Backup - Optimize Deployment	Product Success Accelerator for Backup - Assist Deployment
Data Domain with PPDM Design and Runbook Development		
Product Success Accelerator for Backup - Ready Enablement	Product Success Accelerator for Backup - Optimize Enablement	Product Success Accelerator for Backup - Assist Enablement

Ready	Optimize	Assist
Installation of Additional Shelves (optional as required)		
Product Success Accelerator for Shelf Installation Deployment for DSXX		
Product Success Accelerator for Shelf Installation Deployment for ESXX		
Quarterly Review Activities		
N/A	Product Success Accelerator for Backup - Optimize Service, 1 Year	Product Success Accelerator for Backup - Assist Service, 1 Year
On-going Operations and Administration Activities		
N/A	N/A	Product Success Accelerator for Backup - Assist Service, 1 Year

The *PSX for Backup Service* includes a bundle of training courses tailored for each tier of Service. The training bundles are a curated group of courses selected to drive skills development and success, as defined for the tier purchased. Training courses included are on-demand training.

Additional information for all included and recommended course can be found at <https://www.dell.com/en-us/dt/services/education-services.htm>

A list of all training courses included in PSX for Backup Ready, Optimize and Assist tiers of Service are outlined below. Additional training can be purchased based on need.

TRAINING COURSE	READY	OPTIMIZE	ASSIST
PowerProtect DD Concepts and Features	Included	Included	Included
PowerProtect DD Implementation with Application Software	Included	Included	Recommend
PowerProtect DD System Administration	Included	Included	Recommend
PowerProtect DD System Administration LABS	Included	Recommend	Recommend
PowerProtect DD Solutions Design	Included	Recommend	Recommend
PowerProtect DD Cloud Enablement Implementation	Included	Recommend	Recommend
PowerProtect DD Virtual Edition Implementation	Included	Recommend	Included
DD Cloud Tier Implementation and Administration	Included	Included	Recommend
PowerProtect Data Manager Concepts	Included	Included	Recommend
PowerProtect Data Manager Features	Included	Included	Recommend
PowerProtect Data Manager Implementation	Included	Included	Recommend
PowerProtect Data Manager Implementation LABS	Included	Recommend	Recommend
PowerProtect Data Manager Administration	Included	Included	Recommend
PowerProtect Data Manager Kubernetes Integration	Included	Included	Recommend
PowerProtect Data Manager Microsoft Exchange Integration	Included	Included	Recommend
PowerProtect Data Manager Microsoft SQL Integration	Included	Included	Recommend
PowerProtect Data Manager Microsoft SQL Integration Labs	Included	Recommend	Recommend
PowerProtect Data Manager Oracle Integration	Included	Included	Recommend

TRAINING COURSE	READY	OPTIMIZE	ASSIST
PowerProtect Data Manager Oracle Integration Lab	Included	Recommend	Recommend
PowerProtect Data Manager SAP HANA Integration	Included	Included	Recommend
PowerProtect Data Manager SAP Hana Integration Lab	Included	Recommend	Recommend
PowerProtect Data Manager Troubleshooting	Included	Included	Recommend
PowerProtect Data Manager Upgrade	Included	Included	Recommend
PowerProtect Data Manager VM Integration	Included	Included	Recommend
PowerProtect Data Manager VM Integration Lab	Included	Recommend	Recommend
PowerProtect Data Manager Solutions Design	Included	Included	Recommend
PowerProtect Cloud Snapshot Manager Concepts	Included	Included	Included
Smart Scale for PowerProtect Appliances Concepts	Included	Included	Included
Data Protection Solutions Design Concepts	Included	Included	Included
vProtect Concepts	Included	Included	Included
Instructor Hours (Hourly post training mentoring)	Recommended for On-Demand Expertise		

Note: The duration of the term during which you can use the courses within your bundle is twelve (12) months from the date of purchase of the bundle. All training courses redeemed within your bundle 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.

Project Scope

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

During this part of the Service, DT Services will perform the following, based on the relevant PSX tier:

Service Quantities Maximum	Ready	Optimize	Assist
Number of Virtual Workshops that will include each of the following: <ul style="list-style-type: none"> • Strategy Workshop • Technical Workshop • Operational Workshop 		1	
Number of Runbooks ⁷		1	
Number of Runbook test restores to complete within 1 day. ⁸		2	
Number of PSX Success Plans		1	
Number of PowerProtect Data Domain appliances for deployment ¹		1	
Number of PowerProtect Data Manager servers for deployment		1	

Service Quantities Maximum	Ready	Optimize	Assist
Number of vCenter servers for PP DM inventory collection		1	
Number of Data Domain MTrees to configure		5	
Number of aggregate CIFS Shares, NFS Mount Points, DD Boost devices to Configure		10	
Number of vProxy ⁴ Hosts to Configure		10	
Number of PPDM Protection (Backup) policies to configure		20	
One of the following:			
Number of Database Hosts ² \ Databases		6\30 ⁵	
NAS Devices \ NAS Backup Sets		4\30 ⁵	
Number of Virtual Tape Libraries (VTL) with up to 10 drives each		20	
Number of VMs ³		2500	
Number of quarterly backup assessments ⁶		4	
<p>¹ Does not include Data Domain Clusters</p> <p>² App Direct backups can be configured by using PPDM or the native data base host application</p> <p>³ Image Level or Snapshot Backups and VMs with supported Operating Systems that are NOT database application servers.</p> <p>⁴ vProxy is now called VM Direct Engine and includes NAS Proxy</p> <p>⁵ Maximum number of databases or NAS Shares is 30</p> <p>⁶ Not offered with Ready Tier</p> <p>⁷ Where translation from English is required, this is not covered as part of this Service</p> <p>⁸ Restore test will be conducted where capability and capacity allow and the timeline of the project facilitate. Or a tabletop workshop rehearsal will be conducted in place of this.</p>			

<i>During this part of the Service:</i>	Ready	Optimize	Assist
<p>Within a one-week Enablement engagement -</p> <ul style="list-style-type: none"> • Conducts a kick-off meeting to review project scope, expectations, communication plans, and the availability of required resources. • Conducts a Backup Enablement Workshop consisting of a strategy, technical and operational component that comprises of the following as they relate to the backup application configuration with Data Domain appliances: <ul style="list-style-type: none"> ○ Data Domain appliance overview ○ Connectivity ○ Protocols ○ Backup application specific configuration ○ Backup application client considerations • Customer's Data Domain current configuration. • Advise the Customer regarding configuration alterations to: • The Data Domain appliance, if required. <ul style="list-style-type: none"> ○ Backup Application Server (PowerProtect Data Manager) ○ Customer's network, if required. ○ Customer's SAN, if required 	✓	✓	✓

<i>During this part of the Service:</i>	Ready	Optimize	Assist
<ul style="list-style-type: none"> ○ Backup Policies recommendations to meet Customer SLAs. ● Provides an updated As-Built Data Domain Configuration Guide detailing the configuration of the Data Domain appliances after the workshop is complete. ● Conducts final review of topics covered in the workshop with the Customer for completion of the engagement. 			
<p>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.</p>			
<p>Reviews recommendations from previous DT Services engagements to ensure design consistency for deployment.</p>			
<p>Obtains the business and IT requirements, goals, expectations, and success parameters associated with the engagement.</p>			
<p>Verifies that the environment meets all hardware and software requirements.</p>			
<p>Provides the following PowerProtect Data Domain (DD) activities:</p> <ul style="list-style-type: none"> ● Provides racking and stacking of the DD appliances. ● Connects all cables ● Configures PowerProtect DD system configuration ● Verifies and configures LAN connectivity. ● Assists Customer with SAN connectivity. ● Configures all licensed DD software, if necessary. ● Configures MTrees and quotas, if requested. ● Upgrades the PowerProtect DD operating systems, as required. ● Configures CIFS/NFS/DD Boost data access. ● Assists Customer with NAS integration into backup-application software. ● Configures the PowerProtect DD system for VTL, if required. ● Configures system administration for auto support and alerts. ● Verifies PowerProtect DD auto support and alerts are sending and submitting Customer Support ID information. ● Updates PowerProtect DD asset information and documentation and creates PowerProtect DD Customer Support accounts. 	✓	✓	✓
<p>Provides the following PowerProtect Data Manager (PPDM) activities:</p> <ul style="list-style-type: none"> ● Performs planning and design of data protection management using Data Manager. ● Reviews and validates Customer requirements and Customer's planned use of data protection platform features. ● Develops and documents a client, dataset, groups, and retention policy design and requirements. ● Deploys and Validates PowerProtect Data Manager installation and configuration. ● Configures PowerProtect Data Manager and discovers Data Manager assets. ● Organizes and assigns PowerProtect Data Manager assets. ● Creates PowerProtect Data Manager protection policies and assigns them to tenants and assets. ● Configures the Protection Policy and the Service Level Agreement. ● Installs and configures data protection application client software and database agents. 	✓	✓	✓
<p>Performs the tests in the Deployment Verification document for Customer.</p>			
<p>Completes and delivers the Deployment Plan.</p>			
<p>Completes and delivers the Deployment Verification document.</p>			
<p>Conducts Deployment Knowledge Transfer.</p>			

<i>During this part of the Service:</i>	Ready	Optimize	Assist
Develops and delivers a Backup\Recovery Runbook Template - <ul style="list-style-type: none"> • Develop a simple data restoration runbook template based on Customer backup technology and identified workloads. • If Customer backup product is NOT PowerProtect Data Manager (PPDM), the Customer will be responsible for rebuild of that product. • Validates Runbook by means of testing a limited number of restores. • Runbooks are provided in the standard DT Services format (all Run Books will be written in English.) DT Services provides knowledge transfer to Customer.	✓	✓	✓
Develops and delivers a PSX Success Plan - <ul style="list-style-type: none"> • PSX Success Plan outlines education courses included in PSX, recommended backup KPI's for monitoring, and recommended Customer executed activities and tasks to perform on a periodic basis. • Success Plan will be written in English. • DT Services will provide a knowledge transfer to Customer to review PSX Success Plan. 	✓	✓	✓
Quarterly Backup Assessment (not included in Ready tier) – Perform quarterly assessment of backup to include activities which may include activities such as: <ul style="list-style-type: none"> • Validating the backup sizes, Data Domain utilization, and version. • Reviewing Data Domain alerts and failures. • Data Domain hardening verification. • Validating DD replication is operating as per the best practices. • Performing test recovery for the backup. • Validating Backup job runtime for past runs and recommending early or delayed start (if necessary). • Validating DD maintenance tasks are executed on schedule. • License expiration validation of DD and PPDM 		✓	✓
Operations support (Assist tier only) - <ul style="list-style-type: none"> • Monitoring and daily operations of the Data Domain and Backup Application server (PPDM): • Dell PowerProtect DD performance, capacity and alerts • Dell PowerProtect DD replication and status • PowerProtect DM performance, capacity and alerts • PowerProtect DM Backup Job performance, status and alerts • Investigation of all related DD and PPDM alerts. • Prepare and escalate reports to the Customer for further action. • Update the Data Domain and PPDM for consistent smooth run state: <ul style="list-style-type: none"> ○ Add/modify/remove PowerProtect Data Manager data protection policies. ○ Add DD MTrees to support the Customer led changes. ○ Investigate and report on supportability of Customer-initiated hardware and software changes to the PPDM data protection infrastructure and protected data including patching. ○ Validate and review the solution/environment prior to the hardware/software expansion to the environment. ○ Monitor the capacity of Data Domain infrastructure and performance of backup and replication jobs. ○ Understanding of PPDM backup set reports • Provide knowledge transfer to the Customer for PowerProtect Data Domain and Data Manager operations. 			✓

Project Management

The following activities included in all 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.

RACI

The purpose of this section is to coordinate and carry out the activities and processes required to deliver, or receive, the Service. DT Services is responsible for the ongoing management of the technology used to deliver the PSX Services. The Customer is responsible for the activities related to Customer Content, including identification of critical data to protect, definition of replication policies, duration of retention policies, and defining recovery operations.

Key: R: Responsible, I: Inform, C: Consult, A: Accountable

Tasks/Functions	Customer	DT Services	Comments	Tier
Service Deployment Kickoff	C,I	R,A	Customer introduction to Dell PSX Service and overview of activities and outcomes. Overview of deployment and Service activation. Defining plans and participants for technical workshops.	Ready, Optimize, Assist
Data Domain Backup Overview	C,I	R,A	Executive presentation/workshop covering Data Domain and Backup concepts and best practices within the context of the Service.	Ready, Optimize, Assist
Business-Critical Data for Backup and Recovery Materials Workshops documentation.	C,I	R,A	Business-Critical Data Backup and Recovery Materials overview workshop/presentation covering best practices on what to protect.	Ready, Optimize, Assist
Backup Operational Considerations and Best Practices for related products.	C,I	R,A	Provide Best Practice functional recommendations for Data Domain and Backup integration and functional roles. Review existing Backup and Recovery Program organization and functional roles as relevant to the PSX Backup operationalization.	Ready, Optimize, Assist
Data Selection for Backup	R,A	C,I	Identify and prepare Business-Critical Data and Critical Rebuild materials (e.g., supporting technical elements for example OS, active directory, etc.) to protect. Specify retention policies.	Ready, Optimize, Assist

Tasks/Functions	Customer	DT Services	Comments	Tier
Production Environment Readiness	C,I	R,A	Verify production PowerProtect Data Domain configuration and readiness for backup integration (backup server/application and Data Domain).	Ready, Optimize, Assist
Site Readiness	R,A	C, I	Assess readiness within at Site, including physical access to Site, facilities security, audit and compliance, data center physical core network, and data center backup recovery planning and execution.	Ready, Optimize, Assist
Backup Runbook Template	C,I	R,A	Develop simple data backup and recovery runbook on PSX Backup supported configuration.	Ready, Optimize, Assist
Deploy Data Domain	C,I	R,A	Onsite physical installation and remote configuration of Data Domain along with remote access monitoring and management systems.	Ready, Optimize, Assist
Support Data Domain and Backup Operations	R,A	I,C	Schedule backup jobs, monitor job success and failures.	Ready, Optimize, Assist

Deliverables

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

- Deployment Plan
- Data Domain and Backup runbook (MS Power Point or MS Word)
- Data Domain and Backup test plan (MS Power Point or MS Word)
- Workshop Materials (PDF)
- High Level Project Plan (MS Project or Excel)
- Project Status Report (MS Word or Excel)
- Project Kick Off (PDF)
- Project Completion Form (PCF)
- Success Plan
- Quarterly Assessment Doc (for appropriate tiers)
- Weekly Status Report (Assist tier only)

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.

The 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 to 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 work on Customer's production systems.

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

- Support for third-party products (while supported by ISG PG). This program will focus solely on Dell products and components.
- Data separation or isolation within the production environment to Data Domain MTrees.
- Data/Application Restore to the Production environment
- 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 Fiber) 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 ("DC") power supplies. A qualified electrician must perform all connections to DC power and to safety grounds.

Note: Third-party backup software writing to source/production Dell PowerProtect DD is limited to the following: Commvault, NetBackup,).

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 the 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. Provide access to the Customer's SMEs, systems, and networks (including, without limitation, remote systems/ network access) necessary to perform the Services during Dell Technologies' normal business hours (or other mutually agreed upon times).

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-creation 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. Customers 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. Customer must obtain and provide, at its own cost and expense, all third-party licenses and maintenance agreements necessary for DT Services to complete the project.

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. Customers 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.

Unless otherwise required by applicable local laws, 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, unless Customer is otherwise entitled to data restoration, and then only at Customer's direction.

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 reasonable and timely cooperation to DT Services in its performance of the Services. If the Customer fails to fulfill one or more of the following responsibilities, DT Services will be relieved of any schedule, milestone, or financial commitments associated with the Services. The Customer agrees to the following responsibilities:
- Promptly notifying DT Services in writing of a) any changes Customer makes to its information technology environment that may impact Dell Technologies Services' delivery of the Services; or b) business, organizational, security and technical issues that may have an impact on the performance and delivery of the Services. The Change Management Process will check any changes to the SOW following the notice.

- Provide DT Services with any required consent necessary to perform the Services.
- Developing or providing documentation, materials, and assistance to Dell Technologies Services.
- Customer is responsible for any and all software licensing requirements. Unless otherwise directed by Customer in writing during the installation process, DT Services will “accept” on Customer’s behalf any and all electronic agreements provided with the installed hardware and/or software, including without limitation licenses, terms of sale, and other terms and conditions. Customer agrees that its purchase, license, and/or use of any hardware or software installed by DT Services under this SOW shall be subject to and governed by such electronic agreements to the same degree as if Customer had itself accepted the electronic agreements.
- Prior to the start of this Service, indicate to DT Services, in writing, a person to be the single point of contact to ensure that all tasks can be completed within the specified time period (the “Customer Contact”). All Services communications will be addressed to Customer Contact. The Customer Contact will have the authority to act for the Customer in all aspects of the Services including bringing issues to the attention of the appropriate persons within Customer’s organization and resolving conflicting requirements. Customer Contact will ensure attendance by key Customer personnel at Customer meetings and Deliverable presentations. Customer Contact will ensure that any communication between Customer and DT Services is made through the SPOC. Customer Contact will obtain and provide project requirements, information, data, decisions and approvals within one working day of the request, unless both parties agree to a different response time.
- Provide a technical points-of-contact, who have a working knowledge of the information technology components to be considered during the Services and have the authority to make business decisions (“Technical Contacts”) and technical support for implementation teams, all vendors, and third parties as necessary. DT Services request that meetings be scheduled with Technical Contacts.
- Make appropriate Service outage windows and system maintenance windows available for DT Services as needed.
- Provide hands-on administrative access to the production data protection backup, PowerProtect DD system, PowerProtect Data Manager, and in-scope production technology platforms for the optional hardening review and remediation activities to DT Services personnel.
- Provide requirements for sizing and capacity.
- Designate a list of PowerProtect Data Domain source MTrees for Backup by the end of the first week of the engagement.
- Provide existing disaster recovery plans, infrastructure, and application recovery plans and procedures.
- Determine the in-scope application for the Data Domain and Backup runbook at the end of the first week
- Prior to and during the engagement, the Customer must:
 - Assume all responsibility for network connectivity, performance, and configuration issues.
 - Provide suitable meeting and working spaces at the same physical location.
 - Provide or purchase PowerProtect DD.
- 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 system components. The 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.
- Provide (as required) implementation of communications infrastructure and components.
- 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.
- 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 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 all internal change control procedures and documentation including coordination with application and business owners.

Customer will supply a list of all Customer-provided hardware to be used in the implementation to the DT Services project team to allow the project team to verify the equipment conforms to the applicable support matrix and compatibility matrixes.

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 the Customer be entitled to a credit or refund of any unused portion of the Services.

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

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

Some 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 the Service Provider’s standard delivery model, which may include guided hardware installation, and 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.

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

DT Services Terms and Conditions

This document is between the Customer defined in the appropriate sale description below ("Customer") and the applicable DT 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. 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.** The Customer does not relinquish any of its rights to the 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@dell.com.

1.5 **Warranty; Warranty Disclaimer.** Dell Technologies shall perform the Services in a workmanlike manner in accordance with generally accepted industry standards. Customer must notify Dell Technologies of any failure to so perform within ten (10) days after the performance of the applicable portion of Services. 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.

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

Copyright © 2023 Dell Inc. or its subsidiaries. All Rights Reserved. Dell Technologies, Dell and other trademarks are trademarks of Dell Inc. or its subsidiaries. Other trademarks may be trademarks of their respective owners.