



Service Brief

Product Success Accelerator Service for Cyber Recovery

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

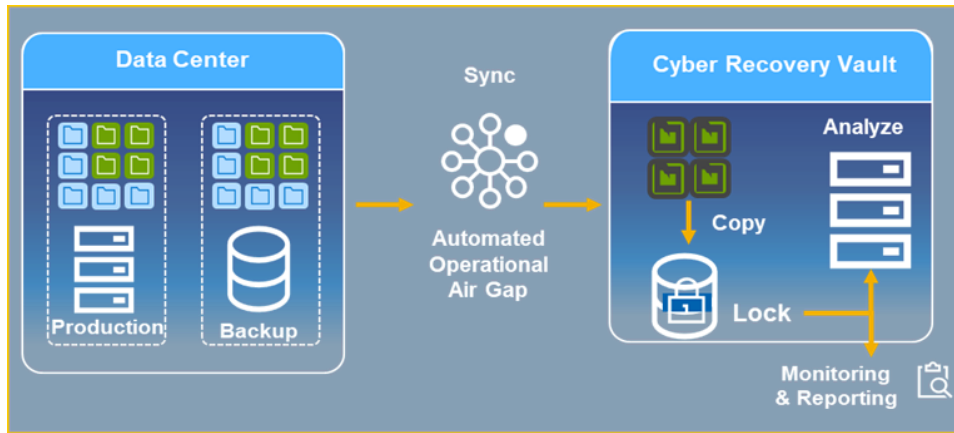
The *Product Success Accelerator Service for Cyber Recovery* service (the "Service") is part of the Product Success Accelerator (PSX) portfolio of outcome-based services. PSX is a service offer that includes three (3) tiers of service (Ready, Optimize, Assist) that provide varying levels of deployment,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

A Cyber Recovery Solution provides "air-gapped" replication of data to protect an organization's critical data in the event of a cyber or ransomware attack. An effective Cyber Recovery solution, deployed properly, reduces an organization's risk, ensures that a protected copy of data is available, and provides the processes and procedures to recover data when needed.

The PSX for Cyber Recovery service provides services to implement, optimize, and assist a comprehensive cyber recovery vault solution.

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

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



Enterprise solutions may include, but are not limited to, hardware platforms such as servers, storage, networking, and modular platforms, as well as associated enterprise software and hardware additions, upgrades, or data management.

The Service combines the skills, activities and deliverables needed to install, configure, and operationalize a Cyber Recovery vault that is Customer managed/assisted.

The service confirms the business requirements and data assets needing protection, deploys and tests the solution, and provides runbook documentation. Additionally, the PSX 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 Cyber Recovery tier are also a feature of the Service, to ensure Customer skills development are at levels needed for the solution.

Offer Structure

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

The Service consists of activities to finalize the technical Cyber Recovery design. Subsequently, the Service deploys the vault solution, develops a runbook that outlines restoration procedures in the vault, and conducts a restore test or a tabletop test. Additionally, based on the PSX tier, the Service consists of validating replication to the vault as well as providing periodic vault assessments and operational and administrative assistance and expertise. This Service is delivered by skilled and experienced DT Services remote delivery teams.

The PSX Ready, Optimize, and Assist tiers are outlined below:

| Experience | | Ready | Optimize | Assist |
|------------|---------------------------------|-------|----------|--------|
| Day 1 | Education | ✓ | ✓ | ✓ |
| | Plan | ✓ | ✓ | ✓ |
| | Deploy | ✓ | ✓ | ✓ |
| | Enable | ✓ | ✓ | ✓ |
| Day 2 | Ongoing Optimization | | ✓ | ✓ |
| | Daily 8x5 Operations Assistance | | | ✓ |

Note: This service addresses services for one (1) Cyber Recovery vault that aligns with the defined PSX for Cyber Recovery technical configuration (as outline in the Project Scope section of this document.) If requirements, Dell products, or components differ or exceed the boundaries and scope parameters of this PSX service, Customer should evaluate additional traditional services options, as needed.

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 Cyber Recovery Vault Infrastructure | | |
| Product Success Accelerator for Cyber Recovery - Ready Deployment | Product Success Accelerator for Cyber Recovery - Optimize Deployment | Product Success Accelerator for Cyber Recovery - Assist Deployment |
| Data Design and Runbook Development | | |
| Product Success Accelerator for Cyber Recovery - Ready Enablement | Product Success Accelerator for Cyber Recovery - Optimize Enablement | Product Success Accelerator for Cyber Recovery - Assist Enablement |
| Installation of Additional Shelves (optional as required) | | |
| Product Success Accelerator - Shelf Add Deployment | | |
| Product Success Accelerator - Shelf Add Deployment | | |
| Quarterly Review Activities (Optimize tier only) | | |
| N/A | Product Success Accelerator for Cyber Recovery - Optimize Service, 1 Year | N/A |
| On-going Operations and Administration Activities (Assist tier only) | | |
| N/A | N/A | Product Success Accelerator for Cyber Recovery - Assist Service, 1 Year |

The PSX for Cyber Recovery 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 Cyber Recovery Ready, Optimize, and Assist tiers of service are outlined below. Additional training can be purchased based on need.

| TRAINING COURSE | READY | OPTIMIZE | ASSIST |
|---|----------|-----------|-----------|
| Data Protection Solution Design Concepts | Included | Included | Included |
| Recovery Concepts | Included | Included | Included |
| Recovery Features | Included | Included | Included |
| Introduction to IT Frameworks and NIST | Included | Recommend | Recommend |
| Implementing the NIST Cybersecurity Framework | Included | Included | Recommend |
| Recovery Design | Included | Included | Recommend |
| Cyber Recovery Administration | Included | Included | Recommend |
| Managing CyberSense Alerts | Included | Recommend | Recommend |

| TRAINING COURSE | READY | OPTIMIZE | ASSIST |
|---|--|-----------|-----------|
| PowerProtect Cyber Recovery Troubleshooting | Included | Included | Recommend |
| Cyber Recovery Administration Hands on Labs | Included | Recommend | Recommend |
| Instructor Hours (Hourly post training mentoring) | Not Included - Recommended for On-Demand Expertise As-Needed | | |

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 twelve-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:

| Scope of Services | Offer Tier | | |
|--|------------|----------|--------|
| | Ready | Optimize | Assist |
| Dell Project Management. To coordinate with designated customer project personnel. | ✓ | ✓ | ✓ |
| Cyber Recovery High Level Design, which includes: <ul style="list-style-type: none"> Up to three (3) virtual workshops over a period of one (1) week. One (1) Technical workshops. Up to two (2) Data and runbook materials workshops. Design recommendations focused on the network attributes for data, data management, and reporting bi-directionally in/out of the vault. | ✓ | ✓ | ✓ |
| One (1) Cyber Recovery vault. | ✓ | ✓ | ✓ |
| Up to 300 Front-End-Terabytes (FETB) of source data with change of less than 5% of non-static uncompressed data. | ✓ | ✓ | ✓ |
| Cyber Recovery Vault Deployment – One (1) Vault Solution | | | |
| One (1) Target PowerProtect DD (6400/6900/9400/9900): <ul style="list-style-type: none"> Production source must be a compatible PowerProtect DD. | ✓ | ✓ | ✓ |
| One (1) Cyber Recovery software instance: <ul style="list-style-type: none"> Virtual or physical host. Up to five (5) MTree(s) configured | ✓ | ✓ | ✓ |
| Up to five (5) CyberSense instance(s): <ul style="list-style-type: none"> Virtual or physical host | ✓ | ✓ | ✓ |
| One (1) in-vault Dell backup software instance from the following list: <ul style="list-style-type: none"> Dell PowerProtect Data Manager (or) Dell Networker (or) Dell Avamar Software May be a virtual or physical host. | ✓ | ✓ | ✓ |
| One (1) in-vault Restore Host (optional): <ul style="list-style-type: none"> Virtual or physical host. Size of data restore is up to 10% FETB. | ✓ | ✓ | ✓ |

| Scope of Services | Offer Tier | | |
|--|------------|----------|--------|
| | Ready | Optimize | Assist |
| <p>Initial Restore Testing:</p> <ul style="list-style-type: none"> Support for one (1) in-vault restore test as part of initial deployment. <ul style="list-style-type: none"> Test is defined as one (1) test event. Test facilitation will consist of a data restore within the secured vault environment only. Restoration to the client production environment is not included in this engagement. | ✓ | ✓ | ✓ |
| Cyber Recovery Vault Deployment Deliverables | | | |
| <p>PSX Success Plan:</p> <ul style="list-style-type: none"> PSX Success Plan outlines education courses included in PSX, recommended vault 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. | ✓ | ✓ | ✓ |
| <p>Recovery Runbook Template:</p> <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 one of the Dell products (PPDM, Avamar Single Node, or Networker), the Customer will be responsible for rebuild of that product in vault. All Run Books will be written in English. Runbooks are provided in the standard DT Services format. DT Services provides knowledge transfer to Customer. | ✓ | ✓ | ✓ |
| Cyber Recovery Vault | | | |
| <p>Vault Deployment:</p> <ul style="list-style-type: none"> Conducts a deployment review meeting. Reviews and obtains the site technical requirements with the Customer. Creates a valid Deployment Plan based on Customer's environment. Validates the replication configured between production and vault servers. Verifies the MTrees that will be replicated. Verifies the management server is deployed in the vault environment. Installs the Cyber Recovery software on management host/virtual host. Configures the Cyber Recovery policies to manage MTrees to be replicated into the vault. Performs the hardening of the Data Domain appliance in the Customer's vault. Performs synchronization between production and vault Data Domain servers. Completes and delivers the Deployment Plan. Perform a sample CIFS data restore to verify the CR functionality. Updates the Install base. Configures email notifications as defined in the solution design. Provides assistance in racking and stacking the Data Domain appliances. Connects LAN cables to the Data Domain appliance. Expands new storage into the Data Domain Appliance file system. Performs Data Domain system configuration. Configures MTrees and quotas. Configures CIFS/NFS data access. Installs CyberSense software on the host server. Activates the CyberSense license for the host server. Configures the CyberSense software. Validates the CyberSense installation and configuration. | ✓ | ✓ | ✓ |

| Scope of Services | Offer Tier | | |
|---|------------|----------|--------|
| | Ready | Optimize | Assist |
| <ul style="list-style-type: none"> • Installs the Backup application (Avamar/Networker/PPDM) server. • Configures the Backup Software (Avamar/Networker/PPDM). • Installs and Configures the software on the identified recovery host in the vault • Facilitates a general discussion of the in-scope data (provided by the Customer) with the infrastructure service subject matter experts. • Reviews the existing CR vault implementation including Infrastructure components required to perform recovery testing in the vault. • Does validation of working Cyber Recovery vault. • Dell Servers/OS Hardening activity. | | | |
| <p>Vault and Customer Enablement Within a one-week engagement:</p> <ul style="list-style-type: none"> • One Session (~2 to 3 hours in duration), to guide Customer-designated SMEs in identification of Business-Critical Data and Critical Rebuild Materials to be protected in their Cyber Recovery vault. • Work with the Customer to collect and document MTree data protection requirements, for a first customer identified Business-Critical Data set or Critical Rebuild Materials. Provide customer with an overview of the Cyber Recovery solution concepts. • One session (2-3 hours) with Customer-designated SMEs, to review current design assumptions against best practices. Facilitate conversations in support of deployment efforts within the PSX offer, as well as future resiliency plans. • One session (~1 to 2 hours in duration), providing Customer-designated SMEs with an overview of Cyber Recovery operational considerations within the context of the Cyber Recovery vault. | ✓ | ✓ | ✓ |
| <p>Vault Validation and Runbook:</p> <ul style="list-style-type: none"> • Facilitates a general discussion of the in-scope data (provided by the Customer) with the infrastructure service SMEs. • Reviews the existing CR vault design including infrastructure components required to perform recovery testing in the vault. • Validates the working Cyber Recovery vault. • Documents in vault test scope, criteria, and requirements. • Identifies pre-requisite tasks for recovery Deployment Verification. • Runbook development for a PowerProtect DD-based Cyber Recovery vault. | ✓ | ✓ | ✓ |
| <p>Vault Assessment:</p> <ul style="list-style-type: none"> • Perform four (4) quarterly assessment of vault to include activities which may include activities such as: <ul style="list-style-type: none"> ▪ Validating the vault size, Data Domain utilization, and version. ▪ Reviewing Cyber Recovery alerts and failures on Data Domain. ▪ Data Domain hardening verification. ▪ Validating if the replication is operating as per the best practices. ▪ Performing test recovery for the backup App in vault. ▪ Performing Data restore in vault (restricted to half day). ▪ Validating Cyber Recovery job runtime for past runs and recommend early or delayed start (if necessary). ▪ Testing/Validating Retention Lock specification. ▪ Validating if Cyber Recovery maintenance tasks are executed on schedule. ▪ License expiration validation of CR and CS. ▪ Validating timely completion of CS scan/analyze jobs (within 24 hours/per Dell backup recovery and design center design). ▪ CS Maintenance task validation. | | ✓ | ✓ |

| Scope of Services | Offer Tier | | |
|---|------------|----------|--------|
| | Ready | Optimize | Assist |
| <ul style="list-style-type: none"> ▪ Executing check engine to validate current configuration. • Report to include findings and recommended customer actions. • Assessment is written in English and provided in the standard DT Services format. DT Services will review the results of the assessment with Customer, including the findings and recommendations. • Vault Quarterly Recovery Testing support: • If Customer scheduling aligns with quarterly assessment period, may include support in one (1) in-vault restore test: <ul style="list-style-type: none"> ▪ Planned and led by the customer. ▪ Test support is expected to be approximately 2 days. ▪ Test is defined as one (1) test event, runbook update for in scope test. (Note: Fulfillment of Cyber Recovery Test Support Services is not contingent upon a successful test result.) ▪ Test facilitation consists of a restore or recovery of the applications defined above, within the secured vault environment only. ▪ Restoration to the client production environment is not included in this engagement. ▪ Restore may be to a clean room and/or landing zone environment, if made available by Customer. | | | |
| <p>Vault Operations support</p> <ul style="list-style-type: none"> • Monitoring and daily operations of the Cyber Recovery vault: <ul style="list-style-type: none"> ▪ Dell PowerProtect Cyber Recovery Manager ▪ Dell PowerProtect DD replication and status ▪ CyberSense for PowerProtect Cyber Recovery • Investigation of CyberSense alerts. • Prepare and escalate reports to the Customer for further action. • Update the Cyber Recovery vault components for smooth run state: <ul style="list-style-type: none"> ▪ Add/modify/remove PowerProtect Cyber Recovery and CyberSense policies. ▪ Add MTrees to support the Customer led changes. • Investigate and report on supportability of customer-initiated hardware and software changes to the Cyber Recovery vault infrastructure and protected data including patching. • Validate and review the solution/environment prior to the hardware/software expansion to the vault environment. • Monitor the capacity of Cyber Recovery vault infrastructure and performance of replication jobs. • Understanding of backup set reports, CyberSense reporting, and the stages of CyberSense analysis (indexing, segments, etc.) • Provide knowledge transfer to the Customer for PowerProtect Cyber Recovery and CyberSense operations. • Vault operations will be over a continuous twelve (12) month period and provide for eight (8) hours for five (5) days during normal business. <p>Specific hours for operations assistance are outlined in the Services Schedule section of this document.</p> | | | ✓ |

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.

| 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 |
| Cyber Recovery Overview | C,I | R,A | Executive presentation/workshop covering Cyber Recovery concepts and best practices within the context of the Service. | Ready, Optimize, Assist |
| Business-Critical Data and Critical Rebuild Materials Workshops | C,I | R,A | Business-Critical Data and Critical Rebuild Materials overview workshop/presentation covering best practices on what to protect. Review client provided Source MTrees; discuss ingestion and recovery considerations. | Ready, Optimize, Assist |
| Cyber Recovery Operational Considerations | C,I | R,A | Provide Best Practice functional recommendations for Cyber Recovery integration and functional roles. Review existing Disaster Recovery Program organization and functional roles as relevant to the PSX CRS operationalization. | Ready, Optimize, Assist |
| Data Selection for Cyber Recovery Vault | 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 replication and retention policies. Initiate data replication to vault (seeding). | Ready, Optimize, Assist |
| Production Environment Readiness | R,A | C,I | Verify (source) production PowerProtect Data Domain configuration and readiness for vault integration (backup server[s] Data Domain[s]). Manage and maintain any applicable production infrastructure. | Ready, Optimize, Assist |

| Tasks/Functions | Customer | DT Services | Comments | Tier |
|---|----------|-------------|---|-------------------------|
| 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 disaster recovery planning and execution. | Ready, Optimize, Assist |
| Recovery Runbook Template | R,C | R,A | Develop simple data recovery runbook on PSX CRS supported configuration. | Ready, Optimize, Assist |
| Deploy Cyber Recovery Vault | C,I | R,A | Install and configure Data Protection along with remote access monitoring and management systems. | Ready, Optimize, Assist |
| Support Cyber Recovery Vault Operations | AR | I | Schedule replication jobs, monitor job success and failures, lock vault per authorized Customer request, and unlock vault per authorized Customer request. | Optimize |
| Alert Investigation | AR | I | Utilize the related software to identify suspect files in the event of alerts indicating potential anomalies or attack. Provide customers with listing of suspect files as associated metadata. | Optimize |
| Support Cyber Recovery Vault Operations | R,A | R,C | Schedule replication jobs, monitoring job success and failures, lock vault per authorized Customer request, and unlock vault per authorized Customer request. | Assist |
| Alert Investigation | R,A | R,C | Utilize the related software to identify suspect files in the event of alerts indicating potential anomalies or attack. Provide customers with listing of suspect files as associated metadata. | Assist |
| Alert disposition | R,A | C,I | Investigate anomalous data to determine response. Declare cyber-attack, request vault lock, and unlock. | Ready, Optimize, Assist |

Deliverables

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

- Deployment Plan
- In Vault Cyber Recovery runbook (MS Power Point or MS Word)
- In Vault Cyber Recovery Restore Test Report (MS Power Point or MS Word)
- Workshop Materials (PDF)
- In Vault Recovery Test Scope and Prerequisites Summary (MS PPT or PDF)
- High Level Project Plan (MS Project or Excel)
- Status Reports (MS Word or Excel)
- Success Plan
- Quarterly Assessment Doc (for appropriate tiers)

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. 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:

- 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, and troubleshooting.
- 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 section, 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. 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.

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. 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.
- Take responsibility 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, CR Vault Management Server, the CR Vault Backup Recovery Servers, the CR Vault PowerProtect DD, Source PowerProtect DD, and in-scope production technology platforms for the optional hardening review and remediation activities to DT Services personnel.
- Provide requirements for sizing and capacity.
- Provide a configured compute platform and storage with compatible OS licensed, installed and configured for the Cyber Recovery Management server, backup application and test server.
- Provide the Docker licensing and supply an initial connection to the internet to allow for Docker installation if required.
- Provide NTP service to the vault.
- Designate a list of PowerProtect Data Domain source MTrees to be protected in the Cyber Recovery vault, 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 Cyber Recovery 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 as the Cyber Recovery vault.
 - Provide or purchase PowerProtect DD with install services.

- Installation and configuration of the vault infrastructure components, compute, network, storage, software, or VMware software, and implementation services, including:
 - Vault network, connectivity and performance, and configuration issues.
 - Creation of VLANs in the vault.
 - Firewall, VPN and other secure connections to/from the vault.
 - Firewall changes to restrict access to/from the vault.
- 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.

All hardware and software should conform to the *Product Success Accelerator Service for Cyber Recovery Support Matrix*. 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 |

| Country | Normal Dell Technologies Services business hours |
|-------------|--|
| 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 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. 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@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.**

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

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