



**Service Offer Description**  
**Dell Technologies**  
**VMware Cloud™ on Dell EMC**  
**As of March 5, 2021**

© 2021 Dell, Inc. or its subsidiaries. All Rights Reserved. Dell, EMC, and other trademarks are trademarks of Dell, Inc. or its subsidiaries. Other trademarks may be the property of their respective owners.



Dell's sale of VMware Cloud on Dell EMC ("Service Offering") is comprised of the Dell services from Dell defined below in Part A ("Dell Services") and VMware services from VMware defined below in Part B ("VMware Services"). The Service Offering is subject to this Service Offering Description, the Dell Cloud Purchase Terms located at: [https://i.dell.com/sites/csdocuments/Legal\\_Docs/en/us/cloud-purchase-terms.pdf](https://i.dell.com/sites/csdocuments/Legal_Docs/en/us/cloud-purchase-terms.pdf) ("Dell Terms") for the Dell Services, and the VMware terms described in Part B, Section 3 below ("VMware Terms") for the VMware Services. Dell passes the VMware Terms directly on to Customer. Collectively the Dell Terms and the VMware Terms are referred to as the "Terms".

The Service Offering will be provided to Customer by Dell Marketing, L.P. directly or through its supplier, VMware, Inc., or if outside the United States, the appropriate Dell Marketing, L.P. affiliate and VMware, Inc. affiliate used to deliver the Service Offering to Customer. By purchasing the Service Offering, Customer hereby agrees to be bound solely by the provisions set forth in the Terms and this Service Offering Description which constitute the entire agreement between the parties and supersede all previous agreements. The Dell entity providing the Dell Services will be referred to as the "Dell Service Provider". The VMware entity providing the VMware Services will be referred to as the "VMware Service Provider".

## **Part A - Dell Service Terms**

1. **Definitions.** For purposes of the Dell Services, the definitions below shall apply. Other capitalized terms shall be given the meaning as set forth in the Dell Terms or in the context within which they are used.
  - "Activation Date" means the Service Offering is available for Customer to use the Service Offering Hardware.
  - "Dell Services" means the deployment, break/fix support, decommissioning, and other services as further described in Part A of this Service Offering Description that are provided by a Dell Service Provider.
  - "Order" means, for purposes of this Service Offering Description, Customer's purchase of the Service Offering from Service Provider pursuant to a Dell Service Provider quote or other purchasing mechanism.
  - "Service Location(s)" means the street address location(s) that Customer specified when ordering the Service Offering from Dell Service Provider.
  - "Service Offering Hardware" means the Dell Service Provider equipment and embedded software (e.g., firmware, bios and Dell applications) that is installed at a Service Location and supports Customer's use of the Service Offering.
2. **Technical Documentation and Training.** Documents regarding the Service Offering are available at [www.dell.com/cloud](http://www.dell.com/cloud). Technical documentation is provided to the extent,



and in such form and quantity, as is reasonably necessary to support Customer's internal use of the Service Offering.

### **3. Usage Data.**

#### **3.1 Privacy.**

Dell Service Provider and its group of companies may collect, use and share information, including limited personal information from Dell Service Provider customers in connection with the deployment of this Service Offering. Dell Service Provider will collect limited personal data when Customer utilizes the Service Offering and provides Dell Service Provider with details such as name, contact details and company name and location. For more information on how Dell Service Provider uses personal information, including how to exercise data subject rights, please refer to the Dell Privacy Statement which is available online at <https://www.dell.com/learn/us/en/uscorp1/policies-privacy-country-specific-privacy-policy>.

#### **3.2 Telemetry Collector.**

The Service Offering includes a telemetry collector ("Collector") which gathers system information related to the hardware, such as diagnostics, configurations, usage characteristics, performance, and deployment location (collectively, "System Data"), and it manages the remote access and the exchange of the System Data with Dell Inc. or its applicable affiliates and service providers (together, "Dell"). This Collector is Dell Confidential Information and Customer may not provide or share it with others. Other than enabling the Collector to run, Customer does not have a license to use it.

The Service Offering will not be deployed at locations in which the Collector is prohibited from operating by law or company policy (so-called "dark sites"). Customer acknowledges that none of the Service Locations provided to Dell Service Provider are dark site and consents to Dell's connection to and remote access of the Service Offering Hardware containing the Collector and acknowledges that Dell will use the System Data transmitted to Dell via the Collector as follows ("Permitted Purposes"):

- remotely access the Service Offering and Collector to install, maintain, monitor, remotely support, receive alerts and notifications from, and change certain internal system parameters of the Service Offering and the Customer's environment, in fulfillment of applicable warranty and support obligations;
- provide Customer with visibility to its actual usage and consumption patterns of the Service Offering;
- utilize the System Data in connection with predictive analytics and usage intelligence to consult with and assist Customer, directly or through a reseller, to optimize Customer's future planning activities and requirements; and
- "anonymize" (i.e., remove any reference to a specific customer or individual) and aggregate System Data with that from products of other customers and use such data to develop and improve products.

Customer may not disable the Collector at any time. If Customer disables the Collector, all the above activities will stop. Customer acknowledges that disabling the Collector will limit Dell



Service Provider's ability and obligations (if any) to support the Service Offering.

The Collector does not enable Dell or their service personnel to access, view, process, copy, modify, or handle Customer's business data stored on or in the Service Offering. System Data does not include personally identifiable data relating to any individuals.

#### **4. Service Operations.**

##### **4.1 Deploying the Service Offering at Service Location.**

Dell Service Provider will deploy the Service Offering at each Service Location. If the Service Location is a 3<sup>rd</sup> party co-location facility, Customer must notify the 3<sup>rd</sup> party that Dell Service Provider in writing with a copy to Dell Service Provider that Dell Service Provider is authorized to access the 3<sup>rd</sup> party facility to conduct the activities stated in the Dell Terms.

Customer must allow Dell Service Provider's authorized technician access to the Service Location in a timely manner for the following deployment-related activities:

- (1) Initial site survey. Initial site survey information is collected through the ordering process. Dell Service Provider will contact Customer to verify the information and will work with Customer to complete the configuration workbook. Customer acknowledges that delays in providing information for the site survey or the configuration workbook may cause delays in the completion of subsequent Service Offering activities by Dell Service Provider.
- (2) Installation of the Service Offering Hardware and activation of Service Offering. When Customer receives the Service Offering Hardware at its premises, Customer must not open or disturb the package containing the Service Offering Hardware, and must keep the package in a safe location at Customer's premises until Dell Service Provider's authorized technician arrives to unbox the Service Offering Hardware, set it up, establish the configuration, and power it on.

Any delays or restrictions in providing access to the Service Location and/or VPN (as defined in Section 4.7.1 below) will affect the Dell Service Provider required on-site activities. Customer will provide adequate floor space (and ensure buffer space is available for additional equipment installation, if necessary), power, and cooling as required by Dell Service Provider.

##### **4.2 Support Terms.**

VMware Service Provider is the single point of contact for all Service Offering support requests. If the Dell products require service, then Customer must contact VMware, and VMware will contact Dell. See Part 2 below for further information.

##### **4.3 Restriction on Moving or Modifying Service Offering Hardware.**

Customer may not move the Service Offering Hardware from the Service Location unless agreed by Dell Service Provider.

The Service Offering Hardware is a closed system, for use solely with the Service Offering.



Customer is not allowed to access the components, add/remove/disable components, or modify the Service Offering Hardware except as expressly permitted by Dell Service Provider.

If Customer modifies the Service Offering Hardware, except as expressly permitted by Dell Service Provider, it may result in relieving Dell Service Provider of support obligations, and Dell Service Provider may choose to discontinue or suspend the Service Offering at the compromised location, and/or terminate Customer's subscription.

#### **4.4 Service Offering Hardware.**

Dell Service Provider will determine, at its discretion, the Service Offering Hardware applicable for the Service Offering. Title to the Service Offering Hardware remains at all time with Dell Service Provider. Customer acquires no right or interest in the Service Offering Hardware by virtue of ordering a subscription to the Service Offering except as provided in this Service Offer Description and the Dell Terms. The Service Offering Hardware may not be available for deployment in all geographies.

The Service Offering Hardware and the subscriptions to the Service Offering are not transferrable.

Customer shall keep the Service Offering and Subscription Offering Hardware free and clear from any liens, security interest or encumbrances. Customer will not sell, charge, assign, transfer or dispose of or part with possession of the Service Offering or Subscription Offering Hardware. In the event of a threatened seizure of the Service Offering or Subscription Offering Hardware, or an insolvency event, Customer agrees to provide Supplier with notice so Supplier may take action to repossess the Service Offering and Service Offering Hardware.

Dell Service Provider reserves the right to replace the Service Offering Hardware at any Service Location(s) at any time for any reason. Dell Service Provider also reserves the right to reuse Service Offering Hardware for different customers when appropriate. If Dell Service Provider elects to provide previously deployed hardware to a customer, the hardware that is delivered will have all previous data and configurations deleted completely.

At Dell Service Provider's discretion, Service Offering Hardware may be refreshed by Dell Service Provider or Dell Service Provider's authorized technician.

#### **4.5 Data Back-up.**

Supplier recommends that Customer operate and maintain a data back-up system in its data center environment. Customer should provide for a daily back-up process including backing up data before performance of any remedial, upgrade or other works on its production systems. Supplier disclaims any liability for Customer's failure to maintain a data back-up process.

#### **4.6 Customer Content.**

Dell Service Provider hereby disclaims any and all liability for any restoration of Customer content on the Service Offering (including on any that Customer provides on USB flash drive).

If Customer has operations in the United States or is otherwise subject to the US Health Insurance Portability and Accountability Act ("HIPAA"), Customer warrants and represents that prior to



providing Dell Service Provider access to the Service Offering, which has been used for processing and/or storage of Protected Health Information as defined in 45 C.F.R. Section 160.103 (“PHI”), all PHI on the Service Offering has been rendered unusable, unreadable or indecipherable to unauthorized individuals through the use of a technology or methodology specified by the U.S. Secretary of Health “Secretary” by either: (i) clearing, purging, or destroying PHI from any electronic media in a manner consistent with NIST Special Publication 800-88, *Guidelines for Media Sanitization*; (ii) encrypting PHI as defined in 45 C.F.R. 164.304 (currently the Secretary has identified the process for encrypting data set out NIST Special Publication 800-111 as meeting this standard). Customer is responsible for confirming any updated guidance from the Secretary on how to secure PHI in order to render it unusable, unreadable, or indecipherable, to unauthorized individuals and will comply with any applicable guidance as it relates to PHI found on the Service Offering.

#### **4.7. Security.**

Customer is responsible for ensuring the physical security of the Service Offering Hardware at each installation location. Customer is responsible for any damage to the Service Offering Hardware at the Service Location and is responsible for maintaining the configuration. Except as otherwise set forth in Part B – VMware Service Terms, Customer is responsible for managing the information security, the network security, patching, vulnerability scans of the system, and performing security monitoring of the system.

### **5. Business Operations.**

#### **5.1 Pricing.**

Pricing for the Service Offering subscription is based on configuration of the system. Pricing may vary depending on Customer need and resulting configuration. For details on pricing, consult a Dell Service Provider sales representative. Enterprise software license agreements may not be applied to the Service Offering.

#### **5.2 Billing.**

Customer will be billed monthly for the Subscription Offering unless Customer elects an annual or upfront payment for the entire committed term of the subscription

#### **5.3 Subscription Term and Expansion.**

The Service Offering is offered for a committed term subscription of either 1 or 3 years as identified in the Order (“Subscription Term”). Customer’s initial Subscription Term and charges for the subscription begin on the Activation Date. If Customer utilizes the Service Offering after Deployment (defined below) but prior to Activation Date, this Service Offering Description and the Terms apply to Customer’s use of the Service Offering. For purposes of this Section, “Deployment” means the date on which Dell Service Provider, in its sole discretion, completes the installation and establishes the configuration of the Service Offering Hardware at the Service Location and confirms that the Service Offering is operational.

If Customer desires additional capacity after the initial order, Customer may add capacity to the



Service Offering during Customer's Subscription Term by placing an Order for additional capacity so long as such Orders are placed 3 months before the end of Customer's Subscription Term. The Subscription Term for the expansion capacity will be the same as the original Service Offering. Additional charges will apply for added capacity. Such charges will begin on the Activation Date of the additional capacity. If Customer utilizes the additional capacity after Deployment but prior to the commencement of charges, this Service Offering Description and the Terms apply to the use of the additional capacity. If Customer desires additional capacity 3 months from the end of the Customer's Subscription Term, please contact a Dell Service Provider sales representative to renew Customer's Subscription Term and order additional capacity.

#### **5.4 Notice and Renewal.**

If Customer does not intend to use the Service Offering after the Subscription Term, Customer must provide Dell Service Provider with written notice of Customer's intent to terminate no later than two calendar months before the end of any such Subscription Term by sending Dell Service Provider written notice. Such notice must be received before the first day of the month to avoid additional costs.

If Customer wishes to use the Service Offering after the Subscription Term, Customer may renew upon mutually agreed pricing and terms between the parties. If Customer has not renewed its subscription, not purchased a new subscription, or provided Dell Service Provider with notice of Customer's intent to terminate the subscription, the Service Offering subscription will continue after Customer's initial Subscription Term on a monthly basis ("Monthly Renewal Term") and Customer will be billed at a monthly rate of the then-current monthly rate multiplied by 1.25, until Customer either renews its subscription, purchases a new subscription or cancels the Monthly Renewal Term(s). Customer may cancel the Monthly Renewal Term by sending written notice to Dell Service Provider at [dtcloud.endofservice@dell.com](mailto:dtcloud.endofservice@dell.com) at least 2 calendar months before Customer's intended termination date.

#### **5.5 Suspension and Re-Enablement.**

During the time Customer's access to and use of the Service Offering is suspended for any reason as provided in the Terms, Dell Service Provider may require Customer to restrict access to the Service Offering.

Dell Service Provider will not support the Service Offering during the period of suspension. Re-enablement of Customer's access to the Service Offering will be initiated promptly upon resolution of the issues that led to suspension, and access to the Service Offering(s) may be restored. Failure to resolve the reason for suspension will result in termination of Customer's access to and use of the Service Offering, as provided in the Terms.

#### **5.6 Termination of the Service Offering.**

Termination of the Service Offering by Dell Service Provider will result in permanent loss of access to the environments, discontinuation of services, a deletion of the environments and configurations pursuant to Service Provider practices and all remaining committed capacity charges will be accelerated and become due immediately. Notwithstanding the foregoing, if Customer wishes to extract Customer content stored in the Service Offering (to the extent Customer has not already done so prior to termination of Customer's Subscription Term),





Customer must notify Dell Service Provider before Dell Service Provider's authorized technician removes the Service Offering Hardware from Customer's premises. Content extraction is Customer's responsibility and Customer is responsible for all fees associated with content extraction. If Customer does not notify Dell Service Provider before Service Offering Hardware removal, Customer's content will be permanently deleted and will not be recoverable and Dell Service Provider shall have no obligation nor liability associated with such deletion of Customer content.

#### **5.7 Cancellation.**

Customer cannot cancel or terminate the subscription prior to the expiration of the committed Subscription Term that Customer purchased. Customer may stop using the Service Offering at any time, but Customer is liable for all charges for the subscription, regardless of whether Customer actually uses the Service Offering for the entire Subscription Term. There is no refund for any committed charges that Customer paid at the time Customer purchased its subscription, regardless of whether Customers actually uses the Service Offering for the entire Subscription Term. If Customer is on a Monthly Renewal Term, Customer may stop using the Service Offering at any time during the month, but Customer is obligated for monthly fees at the Monthly Renewal Rate until Customer provides Service Provider with written notice of Customer's intent to terminate the Monthly Renewal Terms for the Service Offering in accordance with these Dell Terms.

#### **5.8 Decommission of Service Offering Hardware.**

If Customer has elected to terminate its subscription at the end of Customer's committed Subscription Term or Monthly Renewal Term(s), Customer will have 45 days from the time Dell Service Provider notifies Customer, or if no notice is provided from the last day of the Subscription Term or Monthly Renewal Term(s), as applicable, within which to delete Customer's content from the Service Offering Hardware. At the end of 90 days, Service Provider's authorized technician will remove the Service Offering Hardware from the applicable Service Location(s). Pursuant to the Termination section above, if Customer has not deleted its content from the Service Offering Hardware, it will be deleted by Dell Service Provider.

#### **5.9 Retaking Possession of the Service Offering.**

Upon termination of Customer's subscription, with notice to Customer and in accordance with local law, Dell Service Provider or Dell Service Provider's authorized technician may enter the applicable Service Location(s) to recover the Service Offering. If the Service Location is a co-location facility, Customer must notify the co-location service provider that Dell is authorized to access and remove the Service Offering Hardware. Customer is responsible for ensuring that Customer's content has been removed from the Service Offering Hardware, within the time period specified in the Decommission Section 5.8 above.

If Dell Service Provider terminates the Dell Terms or this Service Offering pursuant to Section 7.2 or 7.3 of the Dell Terms, Customer shall be responsible for the payment of the actual documented costs and reasonable attorney's fees incurred by Dell Service Provider in retaking possession of the Service Offering Hardware and/or seeking to recover amounts due.





## **Part B - VMware Service Terms**

### **1. Introduction.**

The VMware Cloud™ software defined data center as a service (the “VMware Services”) is a VMware-managed cloud VMware Services that brings VMware’s enterprise class software defined data center software, delivered as a service to a customer’s on-premises environment.

The VMware Services has the following features:

- VMware software defined data center ("SDDC") consisting of:
  - VMware vSphere ESXi™
  - VMware vCenter® Server Appliance™
  - VMware NSX® Data Center for vSphere® to power networking for the service
  - VMware vSAN™ aggregating host-based storage into a shared datastore
- Customer self-service provisioning of SDDCs through <https://cloud.vmware.com/>
- Maintenance, patching, and upgrades of the SDDC, performed by VMware
- Maintenance, patching, and upgrades of the Dell-Provided Technology performed by VMware (Dell provides firmware, drivers, and BIOS updates)
- VMware SD-WAN cloud service used by VMware for remote management

### **2. Service Consoles.**

The VMware Services includes access to the following service consoles:

- VMware Cloud Services Console (<console.cloud.vmware.com>) provides a common entry point for many VMware cloud VMware Services, including the VMware Services.
- VMware Services console accessible from the above common entry point is the primary user interface for provisioning and managing SDDCs.
- VMware vSphere® Client™ provides access to manage workloads and the compute, storage, and network components of the SDDC.
- VMware Cloud Status Page (<status.vmware-services.io>) for communicating the status of the VMware Services.

### **3. VMware Terms of Service**

Use of the VMware Services is subject to the VMware Cloud Service Terms – Terms of Service , available through a link on the main VMware end user terms landing page: <https://www.vmware.com/download/eula.html>, or directly at: <https://www.vmware.com/content/dam/digitalmarketing/vmware/en/pdf/downloads/eula/vmware-cloud-services-universal-tos.pdf>.

### **4. Usage Data**

The VMware Services collects data directly from the machines and/or devices involved in the use of the VMware Services, such as configuration, performance, and usage data, for the purposes of improving VMware products and services, and the users’ experience, as more specifically described in VMware’s Trust and Assurance Center, at:

<https://www.vmware.com/solutions/trustvmware/usage-data-programs.html>.

To the extent that any of this data is considered personal data under applicable data protection laws, the data will be treated in accordance with the VMware Privacy Notice at:



<https://www.vmware.com/help/privacy.html>.

In connection with the collection of usage data, VMware and its service providers use cookies. Detailed descriptions of the types of cookies we use can be found in the VMware Privacy Notice and policies linked from that Privacy Notice. More information on how to choose whether to accept certain cookies used by VMware websites and solutions can also be found from that link.

## **5. Service Operations**

### **5.1 Minimum Hardware Configuration**

Use of the VMware Services requires a minimum of one rack with three hosts. You can add hosts to the rack, up to the maximum supported by the rack.

### **5.2 Service Location**

The VMware Services may not be available for deployment in all geographies.

VMware Cloud Console data, including your SDDC configuration information and data that VMware collects relating to your use of the VMware Services, persists in VMware owned, managed and controlled data repositories in the the AWS cloud.

## **6. Capacity Management**

You are responsible for storage capacity management of your SDDCs. VMware requires that you must maintain 30% unused space (“slack space”) in the vSAN datastore within the VMware Services, in order to support operation of the SDDC. Adequate slack space is required for use of the vSAN datastore. If storage free space falls below 25%, it is possible that you could lose the ability to utilize the SDDC, and the environment could become inoperable.

## **7. Support**

VMware will provide support for problems that you report to assist with adoption of and related to the VMware Services. Support may be provided in any country in which we or our agents maintain facilities. To the extent you provide any Content (as defined in the VMware Terms) in connection with support, VMware will handle that Content in any such country in accordance with the VMware Terms.

VMware is the single point of contact for all VMware Services support requests. Hardware break-fix support will be performed by Dell or Dell’s approved third-party partners for specific infrastructure elements like UPS, PDU, etc., upon request from VMware.

See Appendix A to this Service Description for additional information on VMware’s commitments regarding support.

## **8. Incident and Problem Management**

VMware will provide incident and problem management services (e.g., detection, severity classification, recording, escalation, and return to service) pertaining to availability of the VMware Services.

## **9. Data Recovery**

VMware will provide the following backup and recovery services:



- Management infrastructure including: vCenter Server, NSX Manager, Controller, and Edges, and all elements that make up the management stack.

## **10. Change Management**

VMware will provide the following change management services:

- Processes and procedures to maintain the health and availability of the VMware Services.
- Processes and procedures to release new code versions, hot fixes, service packs, and firmware updates related to the VMware Services.

Updates to the SDDC software and firmware are necessary to maintain the health and availability of the VMware Services, and are mandatory. These updates will be applied to your SDDC within the maintenance window provided by you and subject to the processes set forth in this section. You may not skip or delay application of these updates. However, VMware understands that sometimes you may need to delay or postpone maintenance on your system to accommodate critical business needs. In that case, you must contact VMware support at least 48 hours prior to the scheduled maintenance window to accommodate any changes you may require. VMware will work with you or Dell to facilitate changes to the scheduled maintenance window, while ensuring the application of these updates to maintain the health, stability and availability of the VMware Services.

We will provide notification of scheduled maintenance at least 24 hours in advance for any changes to the SDDC software and firmware that may impact your use of an SDDC. These changes may require downtime for SDDC management servers of up to eight hours per month for the SDDC. During this time, your workloads will typically continue to run unless there is a critical failure of hosts and the SDDC has to be shut down.

## **11. Restriction on Modification of Systems**

The VMware Services hardware is a closed system, for use solely with the VMware Services. You are not allowed to physically interact with or modify the VMware Services hardware in any way, nor to modify the VMware Services software except as expressly permitted. All interactions with the VMware Services must be through the VMware Cloud Console, except the vCenter Service Appliance, which can be accessed through the VMware Services console, or from within the customer's SDDC through the uplink connection.

If you directly access (except through direct vCenter access) or modify the system any way, it may result in relieving VMware of our support obligations, and VMware may choose to discontinue the VMware Services at the compromised location, and/or terminate your subscription.

## **12. Security**

The end-to-end security of the VMware Services is shared between VMware, Dell, and you. The primary areas of responsibility between VMware and you are outlined below.

VMware will use commercially reasonable efforts to provide:

- **Information Security:** VMware will protect the information systems used to deliver the VMware Services over which VMware (as between VMware and you) has sole administrative level control. This includes using VMware Services hardware components such as the TPM (Trusted Platform Module) and leveraging root-of-trust mechanisms to verify VMware Services integrity.



- **Security Monitoring:** VMware will monitor for security events involving the underlying infrastructure servers, storage, networks, and information systems used in the delivery of the VMware Services over which VMware will have sole administrative level control. This responsibility stops at any point where you have some control, permission, or access to modify an aspect of the VMware Services.
- **Patching and Vulnerability Management:** VMware will maintain the systems used to deliver the VMware Services, including the application of patches VMware deems critical. VMware will perform routine vulnerability scans to surface critical risk areas for the systems used to deliver the VMware Services. Critical vulnerabilities will be addressed in a timely manner.

### **13. Business Operations**

#### **13.1 Suspension and Re-Enablement**

During the time your access to and use of the VMware Services is suspended for any reason as provided in the VMware Terms,

- VMware may restrict access to all your account's SDDCs and service consoles.
- Virtual Machines deployed in your SDDC will be set to the "suspended" state and you will not be able to access or use them while your account is suspended.

Re-enablement of your account will be initiated promptly upon resolution of the issues that led to suspension, and access to the VMware Services(s) and your SDDCs will be restored. Failure to resolve the reason for suspension will result in termination of your account, as provided in the VMware Terms.

#### **13.2 Termination of the VMware Services**

Termination of your VMware Services instance will result in permanent loss of access to the environments, discontinuation of services, and a deletion of the environments and configurations pursuant to VMware practices. Notwithstanding the foregoing, if you wish to extract your Content from the VMware Services (to the extent you have not already done so prior to termination of your Subscription Term), you or Dell must notify VMware before a Dell-authorized technician removes the VMware Services hardware from your premises, and we will assist you in extracting Content from the VMware Services. You will be responsible for all fees associated with Content extraction. If you do not notify us before VMware Services hardware removal, your Content will be permanently deleted and will not be recoverable.



## Appendix A to VMware Terms

### Support Service Level Objectives

Full availability of the VMware Services is dependent upon and subject to the performance of the Dell hardware components, and of the AWS infrastructure on which the VMware Cloud Console is hosted.

VMware will make commercially reasonable efforts to provide access to the hosted service 99.5% of the time during each billing month of the subscription term. The hosted service provides customers with management access to the SDDC through vCenter. This availability is subject to (i) availability and performance of the VMware Services hardware, (ii) loss of power or internet connectivity at the installation site, (iii) availability of the AWS infrastructure, (iv) scheduled maintenance where you have been notified at least 24 hours in advance, (v) recurring or zero-impact maintenance that is generally applicable to all customers, (vi) your misuse of the VMware Services or any VMware Services component, (vii) force majeure events, denial of service attacks, viruses, or hacking attacks for which there is no commercially reasonable known solution, or any other events that are not within VMware's control or that could not have been avoided with commercially reasonable care, (viii) acts or orders of government, (ix) packet loss, network or internet problems beyond VMware's border router supporting our public internet connectivity, or (x) bugs in code or services for which there is no commercially reasonable known fix (even if there is a known workaround).

#### **Incident Response SLO**

VMware is committed to rapid response on all support requests. Incident Response times for all severities are the same as the response times specified in the current [VMware Support Policies](#)

The VMware production support offering applies to your use of the VMware Services. See <https://www.vmware.com/support/services/saas-production.html>.

Incidents of all severities can be logged with VMware on a 24 hours per day, 7 days per week, 365 days per year basis via phone, web, or chat (restricted hours for live chat). Severity Level response times do not vary whether the support request is filed via phone, web, or chat. VMware does not guarantee resolution times, and a resolution may consist of a fix, workaround, service availability, or other solution VMware deems reasonable.

#### **Hardware Break-fix SLO**

Following completion of remote troubleshooting, diagnosis, and problem determination, VMware and Dell will determine if the qualified incident requires an on-site technician and/or parts to be dispatched, or if the issue can be resolved remotely. If an onsite service call is required, then the response times will be as set forth below.

Type of Onsite Response	Onsite Response Time	Restrictions / Special Terms
<p><b>Four-hour mission critical onsite response for hosts.</b></p> <p><b>Note: The rest of the rack infrastructure (e.g., switch, UPS, PDU, etc.) is Next Business Day</b></p>	<p><b>A Dell-authorized technician</b> typically arrives onsite within four hours <b>after</b> completion of diagnosis and troubleshooting by VMware and Dell, VMware and Dell have isolated the problem, and have deemed an onsite response necessary.</p>	<ul style="list-style-type: none"> <li>• Available within defined four-hour response locations. If the location is outside of the supported region, support will default to Next Business Day. In either cases, a technician will need access to the hardware for the fix.</li> <li>• Available seven days each week, 24 hours each day, including holidays</li> <li>• Four-hour response time is provided only for break-fix on hosts. All other hardware components within the VMC on Dell EMC infrastructure (switches, PDUs, and UPS) will be replaced within the Next Business Day</li> </ul>
<p><b>Next Business Day onsite response</b></p>	<p><b>A Dell-authorized technician</b> typically arrives onsite Next Business Day <b>after</b> completion of diagnosis and troubleshooting by VMware and Dell, they have isolated the problem, and deemed onsite response necessary.</p>	<ul style="list-style-type: none"> <li>• <b>Next Business Day response time is provided for break-fix on switches, PDUs, and UPS within the VMC on Dell EMC infrastructure</b></li> <li>• <b>Available five days each week, 10 hours each day, excluding holidays</b></li> <li>• <b>Calls received after 5:00 PM local customer time (Monday - Friday) and/or dispatches submitted after that time may require an additional business day for a technician to arrive at customer's location</b></li> </ul>