

EMC CUSTOM PARTS RETENTION SERVICE

EMC CUSTOM PARTS RETENTION

Subject to customer's payment of an EMC® then current annual program fee ("Program Fee"), EMC Custom Parts Retention enables a customer to pay EMC a reduced spare parts list price (as detailed below) for certain EMC hardware parts that the customer does not return to EMC as required pursuant to the terms and conditions in the applicable EMC's warranty and/or Support Option maintenance contract. EMC Custom Parts Retention assists customers who require the ability to retain defective hardware parts for disposal in accordance with the customer's security and privacy policies. The scope of EMC Custom Parts Retention and the eligible EMC Products and parts are specified below.

EMC CUSTOM PARTS RETENTION REQUIREMENTS

Customer must have a current EMC warranty or EMC Support Option maintenance contract in place for the specific EMC Product as a prerequisite for the purchase of EMC Custom Parts Retention.

Customers must have a current EMC Service Account Manager (SAM) contract in place as a prerequisite for the purchase of EMC Custom Parts Retention.

Customer must pay the annual Program Fee in full and in advance. The Program Fee is non-refundable.

In addition to the Program Fee, Customer shall pay EMC's then current spare parts list price for any covered parts which are not returned to EMC during the applicable quarterly billing period at the reduced price specified on the applicable EMC quotation. Such fees are non-refundable.

Custom Parts Retention is available for purchase in increments that are coterminous with the EMC warranty or EMC Support Option maintenance contract term of the specific EMC Product.

SCOPE OF EMC CUSTOM PARTS RETENTION

The eligible EMC Products and parts are specified below.

EMC Custom Parts Retention is subject to the terms and conditions specified in the applicable EMC warranty or Support Option maintenance contract (the "Agreement") as modified by this document. Under EMC Custom Parts Retention, the terms and conditions of the Agreement are modified as follows:

Subject to EMC's receipt of full payment of the annual Program Fee, an EMC SAM will track the eligible parts, which are covered by a then current Custom Parts Retention contract. Within ten (10) days of the beginning of each calendar quarter (April 10, July 10 and October 10 and January 10), EMC shall provide a written report to customer, which identifies the eligible parts that were not returned to EMC during the preceding quarterly period along with an EMC invoice for all such unreturned parts.

Customer will pay EMC's then current spare parts list price for any covered parts which are not returned to EMC during the applicable quarterly billing period, at the reduced price specified on the applicable EMC quotation.

Provided that Customer has paid the annual Program Fee and the EMC spare price specified on the EMC quotation for such unreturned party, the customer is not responsible for returning to EMC a defective hardware part that is covered by a current EMC Custom Parts Retention contract, which is replaced as part of EMC's warranty or maintenance support on the EMC Product. A retained hardware part covered by EMC Custom Parts Retention shall become the property of the customer, and the customer is responsible for the security and disposal of such retained hardware part.

In the event of a conflict between the terms and conditions of the Agreement and this document, the terms and conditions of this document shall prevail with respect to the subject matter herein.

ELIGIBLE EMC PRODUCTS

Avamar® Data Store	Isilon® Equipment
Atmos® Equipment	VMAX® Family Equipment
Celerra® Family Equipment	VNX® Family Equipment
Centera® Family Equipment	VNXe® Family Equipment
CLARiiON® Family Equipment	VSPEX® Blue
Data Domain® System	VxRail Node
Disk Library for Mainframe (DLm)	VxRail
DSSD D5	XtremIO® Equipment
ECS Appliance Equipment	XtremSF
Greenplum® Data Computing Appliance (DCA)	

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EMC Corporation believes the information in this document is accurate as of its publication date. The information is subject to change without notice.

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