

DELL TECHNOLOGIES SATISFACTION GUARANTEE TERMS AND CONDITIONS

These are the Terms and Conditions of the Dell Technologies Satisfaction Guarantee Program (“Program”):

Availability: The Program is available to purchasers (“Customers”) who buy a Dell Technologies eligible Product (defined below) directly from a Dell entity (“Dell Technologies”).

End customers buying from authorized resellers that offer these Program benefits (“Channel Partners”) may also benefit from this Program (see Channel Partner section below).

Eligible Dell Technologies Products are the following (collectively, the “Products”):

- Data Domain Systems;
- DLM 5.1;
- Elastic Cloud Storage (ECS) Appliance Hardware Products;
- Integrated Data Protection Appliance (IDPA);
- Isilon Hardware Products; F800, F810, A200, A2000, H600, H500, H400 and H5600
- Dell Technologies Networking
 - N, S, Z Series
 - MX Switching Modules
- PowerFlex appliance;
- PowerMax Hardware Products;
- PowerProtect DD;
- PowerProtect DP;
- PowerScale A300, A3000, H700, H7000, F200, F600, F600’, F900, F210 and F710
- PowerStore Hardware Products;
- PowerVault ME4 and ME5 Series;
- Dell Technologies Unity Hardware Products;
- Dell Technologies Unity XT Hardware Products;
- VMAX All-Flash Arrays;
- VxRail Hardware Products

For clarity, if a Product is purchased as part of a converged IT solution, the Program benefits only apply to the Product and not to the broader converged IT solution or any component other than the Product contained within.

“Dell Technologies” means the DELL sales entity that engages in the sale of the respective Product to end customers in the ordinary course of business. For sales to Federal End Users, “Dell Technologies” means either Dell Marketing L.P., Dell Federal Systems L.P. or EMC Corporation.

A **“Channel Partner”** means a third party company, authorized contractually and directly by Dell Technologies to supply eligible Products to end-users for their own internal use and benefit.

Three-Year Satisfaction Guarantee: Customers are entitled to specific remedies stated below (up to a refund of the purchase price) if the Product is not performing substantially in accordance with the generally available written user manuals and online help and guides provided by Dell Technologies for the Product at the time of purchase (the “Guarantee”). Rights under the Guarantee can be claimed during the

three (3) years from the date of initial purchase of the Product from Dell Technologies.

Remedies: In the case of a valid claim under the Guarantee, Dell Technologies shall, at its option, repair or replace the affected Product, and if Dell Technologies is unable to effect such within a reasonable time, then Dell Technologies shall refund the amount paid by Customer for the affected Product as depreciated on a straight line basis over a five (5) year period, upon return of such Product to Dell Technologies; Customer will also receive a refund of any pre-paid support fees, prorated to correspond to the remaining, unused portion of the maintenance contract term. Costs for any professional, deployment, consulting or other services are not eligible for any refund in connection with this Program. The foregoing exhaustively describes Customer's sole remedies and Dell Technologies' entire liability under the Guarantee.

Requirements: These terms apply automatically to eligible Product purchases from Dell Technologies. However, Customer must pre-purchase a coterminous three (3) year ProSupport maintenance contract applicable to the Product with the purchase of the Product in order to benefit from the Guarantee. For all Products, the Product must be connected to an active EMC Secure Remote Services (ESRS) gateway that allows for remote support, or end-user customer must provide any requested data to authorized Dell Technologies support personnel.

Channel Partner Procurement: Where a Product is procured not from Dell Technologies directly but through a Channel Partner, these Program terms do not apply directly between the end customer and Dell Technologies. Rather, Channel Partners may offer their purchasers reciprocal Program benefits provided Channel Partners reference the Program in sales documents with their purchasers, and the parties remain in compliance with the Program requirements. In this case, Dell Technologies will provide the Channel Partner with the benefits and rights under this Program.

Limitations: Program benefits are not transferrable to another end-user customer. The Program applies to purchases of new Products and does not apply to previously purchased products. If a Product is purchased as part of a converged IT solution, the Program benefits only apply to the Product and not to the broader converged IT solution or any component other than the Product contained within. Any liability for damages due to non-performance of the remedies stated herein shall be limited to typical and foreseeable damages, which shall not exceed the purchase price for the Product in relation to which Customer is raising a claim under this Program; the foregoing limitation on liability shall not apply in case of death or personal injury, in case of Dell Technologies' gross negligence or willful misconduct, nor in case of claims under statutory product liability. For the avoidance of doubt, this Program does not provide a guarantee in the sense of an unlimited and/or strict liability in relation to the Products or associated support services.

Other Terms: The benefits are offered by the Dell Technologies sales entity specified on the applicable quotation. The terms of Customer's purchase agreement with Dell Technologies including all attached/referenced terms (the "Governing Agreement") shall apply. In the absence of a mutually signed agreement, the applicable Dell Technologies general terms and conditions shall be considered the Governing Agreement. The Guarantee granted hereunder does not in any way limit any warranty claims Customer may have against Dell Technologies under the Governing Agreement, but the general limitations and restrictions applicable to warranties under the Governing Agreement shall apply accordingly also to the Guarantee provided hereunder. Program is void where prohibited, whether by way of U.S. or other applicable export control laws or regulations or otherwise. Program is subject to change or cancellation by Dell Technologies without notice, but any such change will only apply to new purchases and not retroactively.