

**DELL TECHNOLOGIES ALL-FLASH DATA REDUCTION GUARANTEE  
TERMS AND CONDITIONS  
Effective October 1, 2024**

The terms and conditions of Dell Technologies All-Flash Data Reduction Guarantee program (“**Program**”) are set forth below (“**Terms and Conditions**”):

**Availability:** The Program is available to customers who (i) purchase an eligible Dell Technologies All-Flash Storage Product (defined below) either directly from Dell Technologies (defined below) or through a Channel Partner (defined below) after the effective date set forth above and (ii) meet all of the Requirements and other conditions set forth below (“**Customer**”). By issuing a purchase order for the Products, Customer accepts the Program Terms and Conditions.

**Eligible Dell Technologies All-Flash Products are the following (collectively, the “Products”):**

- **PowerStore**
- **PowerMax 2500/8500**

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 the solution.

“**Dell Technologies**” means the Dell sales entity that engages in the sale of the respective Product to end customers directly or through a Channel Partner 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.

**Data Reduction Guarantee:** Dell Technologies guarantees, in the sense as specified further below and with the specific remedies stated below, that for any new purchase of a Product, per array, for a period equivalent to the length of the pre-paid maintenance applicable to the purchased product (the “**Guarantee Period**”), the Product will provide logical usable capacity, including all data, equivalent to: for PowerMax 2500/8500 open systems five (5) times, for PowerStore five (5) times, and for PowerMax 2500/8500 mainframe (CKD) three (3) times (in each case) the **usable physical capacity** (collectively, the “**Guarantee**”).

**Requirements:** To be eligible for the Guarantee, the following requirements must be met (“**Requirements**”):

*For all Products:*

1. All data stored on the Products must be in its native format (not host-level encrypted or compressed);
2. Audio, Image, PDF and Video files will not be included in any calculation determining compliance with the Guarantee;
3. The Guarantee does not apply until data is written to at least 50% of the physical solid-state drive space for PowerStore and PowerMax;
4. Except with respect to Federal End Users, Products must be connected to an active SRS or SCG gateway with functioning remote support for the Guarantee Period; and
5. All compression and data deduplication functionality must be enabled where supported for the Guarantee to apply.

*For PowerStore Products:*

1. Guarantee of five (5) times the usable physical capacity applies to new Products initially installed with PowerStoreOS 4.0 and above. For Products installed initially with prior releases of PowerStoreOS, the Guarantee is four (4) times the usable physical capacity.

**Limitations:** To receive these benefits Customer must maintain, and remain current on payment for a ProSupport for Infrastructure 4-hour or NBD support agreement, a ProSupport Plus for Infrastructure support agreement, a ProSupport One for Data Center 4-hour or NBD support agreement, or a valid support contract with a valid Dell support partner, agreed with and approved by Dell Technologies with no gaps in coverage. A claim must be reported in writing prior to the expiration of the Guarantee Period. At the time of a claim filing, the Products must be running a then-currently supported version of the applicable operating system and firmware. Program benefits are not transferrable to another end-user customer. Customer may only make one claim per Product during the Guarantee Period. The Guarantee applies to purchases of new Products after the effective date set forth above and is not eligible for previously purchased products.

**Filing a Claim:** To file a claim, Customer must contact a Dell Technologies Sales Representative. Customer must provide evidence of compliance with this Program and provide screen shots of the Product dashboard documenting seven (7) consecutive days of data reduction results.

**Remedies:** Customer will grant Dell Technologies access to the applicable systems to validate how much data was reducible. If Dell Technologies determines that a claim under this Program is valid, Dell Technologies will be given an opportunity to correct the non-compliance at its own cost by either: (i) tuning the system, (ii) providing additional equipment, (iii) re-configuring the microcode, or (iv) adding or changing other hardware components (additional hardware capacity will not exceed 50% of the product's usable capacity). Dell Technologies will have sole discretion to determine which of the foregoing activities will be performed. The options above are the only remedies the Customer is entitled to receive for non-compliance with the Guarantee, and only a single claim to rectify any non-compliance with the Guarantee may be made. Any liability for damages due to non-performance of the remedies under the Guarantee 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 the Guarantee, and neither party will be liable for any indirect or consequential damages of any kind; the foregoing limitations 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.

**Other Terms:** If the place of installation indicated upon purchase is in the United States, this Guarantee is governed by the laws of Texas, excluding its conflict of law rules, and the courts of Texas shall have exclusive jurisdiction to settle any disputes out or in connection therewith; otherwise, this Guarantee is governed by the laws of Ireland, excluding its conflict of law rules, and the Irish courts shall have exclusive jurisdiction to settle any disputes arising out of or in connection therewith. For Federal End Users, this Guarantee is governed by Federal law. Dell Technologies does not warrant that a specific data reduction ratio will be achieved. Rather, this Guarantee is independent from, and in addition to any warranty offered by Dell Technologies or the applicable Channel Partner, and none of the limitations stated herein shall limit Customer's rights under such warranties. For the avoidance of doubt, the Program does not provide a guarantee in the sense of an unlimited and/or strict liability in relation to certain Product features or the quality of the Product, but rather a legally binding statement of Customer's remedies in case the Guarantee is not met pursuant to these Terms and Conditions. Program is void where prohibited, whether by way of U.S. or other applicable export control laws or regulations or otherwise. Details and other limitations not specified will be determined by Dell Technologies in its sole discretion. Failure to enforce a term shall not constitute a waiver by Dell Technologies. 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.