

DELL TECHNOLOGIES POWERSCALE DATA REDUCTION GUARANTEE TERMS AND CONDITIONS

These are the Terms and Conditions of Dell Technologies PowerScale Data Reduction Guarantee program (“Program”):

Availability: The Program is available to purchasers who (i) buy an Eligible Product (defined below) directly from Dell Technologies (defined below), including Dell Technologies Partner Program (“DTPP”) Cloud Service Providers, System Integrators, Solution Providers, and authorized storage Distributors that buy Eligible Products directly from Dell Technologies and (ii) agree to these terms and conditions in writing after a copy has been provided to the purchaser by Dell Technologies (“Customer”). For Federal End Users, these terms and conditions must be executed by a contracting officer with authority to bind Federal End User. The term “Federal End User” is defined as any healthcare provider, department, agency, division or office of the United States government.

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

- **PowerScale F200, F600, F900, F810, H5600**
- **PowerScale A300, A3000, H700, H7000**

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

“Dell Technologies” means (i) if the place of Eligible Product installation indicated upon purchase is in the United States, EMC Corporation, Hopkinton, Massachusetts; (ii) if the indicated place of Eligible Product installation is in another country where there is a local DELL or EMC sales entity that engages in the sale of the Eligible Product to Customers in the ordinary course of business, such local sales entity; or (iii) otherwise, the Dell or EMC sales entity that invoices Customer for the Eligible Products with respect to all other Products. 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 Customer that is a DTPP Solution Provider or DTPP storage authorized Distributor.

Data Reduction Guarantee: Dell Technologies guarantees, in the sense as specified further below and with the specific remedies stated below, for the purchase of the PowerScale cluster(s) referenced in the Dell Sales Order (“SO”) Number(s) below, for a period equivalent to the length of the pre-paid maintenance applicable to the purchased Eligible Product (the “Guarantee Period”), the Eligible Product will store data achieving an estimated data reduction ratio greater than or equal to 1.6:1, as determined by the OneFS CLI command “isi statistics data-reduction”, under the heading Cluster Data Reduction (the “Guarantee”).

Requirements: To be eligible for the Guarantee or file a claim, the following requirements must be met:

1. The Guarantee does not apply until data is written to at least 70% of the physical drive space;
2. No more than 50% of the used capacity on the PowerScale cluster can be composed of Audio, Image, PDF, Video, Compressed or Encrypted files;
3. Except with respect to Federal End Users, Eligible Products must be connected to an active ESRS gateway with functioning remote support for the Guarantee Period;
4. The PowerScale cluster can only be composed of the node types listed above in this Guarantee;
5. The Smart Dedupe deduplication job must have run and completed after 70% physical capacity was reached;
6. DataIQ, InsightIQ or equivalent must be installed and operational and must be able to complete an entire filesystem scan of the PowerScale cluster for the duration of the Guarantee Period; and
7. Inline Compression and Smart Dedupe must be enabled on all pools in the PowerScale Cluster.

Limitations: To receive Program benefits, Customer must maintain, and remain current on payment for, a Dell Technologies ProSupport with the Mission Critical Option or a ProSupport PLUS 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 Eligible Products must be running a then-currently supported version of the applicable operating system and firmware. Program benefits are not transferrable or assignable. Customer may make only one claim per Eligible Product during the Guarantee Period. The Guarantee applies only to purchases of the Eligible Products referenced in the Dell SO Number(s) below after the date of Customer’s signature below and are not applicable to 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 Eligible 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 noncompliance at its own cost by: (i) tuning the system, (ii) re-configuring the OneFS software, or (iii) providing a credit calculated based on the average \$/TB cost of the nodes in the PowerScale cluster recorded in the Dell SO Number(s) below. This \$/TB calculation includes the PowerScale node hardware, software, and maintenance line items and excludes all others. In order to calculate the \$/TB cost the Customer must provide the Purchase Order for the PowerScale cluster referenced in the Dell SO Number(s) below. Dell Technologies will have sole discretion to determine which of the foregoing activities will be performed. The options in (i), (ii) and (iii) above are the only remedies available to the Customer for non-compliance with the Guarantee, and only a single claim to rectify any noncompliance with the Guarantee may be made. Any liability for damages due to non-performance of the remedies under the Program shall be limited to typical and foreseeable damages, which shall not exceed the purchase price for the Eligible Product in relation to which Customer is raising a claim under the Program, and neither party will be liable for any indirect or consequential damages of any kind or any loss of revenue or profits; 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.

Channel Partner may wish to offer its customers a program with benefits that are the same or similar to this Program, and such program (including providing credit to Channel Partner's customers) is the sole responsibility of the Channel Partner, and Dell has no responsibility or liability to Channel Partner's customers. Without limiting the foregoing, in the event that Dell Technologies provides a credit to Channel Partner under this Program, Channel Partner agrees to provide a corresponding credit to its customer; the credit amount will be as agreed between Channel Partner and its customer.

Other Terms: If the place of Eligible Product installation indicated upon purchase is in the United States, these Program terms and conditions are 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, these Program terms and conditions are governed by the laws of Ireland, excluding its conflict of law rules, and the Irish courts shall have exclusive jurisdiction to settle any disputes out or in connection therewith. For Federal End Users, these Program terms and conditions are governed by Federal law. **DELL TECHNOLOGIES DOES NOT WARRANT THAT A SPECIFIC DATA REDUCTION RATIO WILL BE ACHIEVED.** Rather, this Program is independent from, and in addition to any warranty offered by Dell Technologies, 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 Eligible Product, but rather a legally binding statement of Customer's remedies in case the guaranteed logical usable capacity is not met pursuant to the above terms and conditions. The 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.

AGREED AND ACCEPTED:

Company Name: _____

By: _____

Name (Print): _____

Title: _____

Date: _____

FOR DELL

DELL TECHNOLOGIES INTERNAL USE:

Dell SO Number(s): _____