

DELL TECHNOLOGIES POWERSTORE/POWERMAX DATA REDUCTION GUARANTEE TERMS AND CONDITIONS

Effective December 16, 2024

The terms and conditions of Dell Technologies PowerStore/PowerMax 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 PowerStore/PowerMax 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 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 U.S. 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.

“**Unreducible Data**” means data that has been identified by the Product as being unreducible.

“**Reducible Data**” means data that has been identified by the Product as being reducible.

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 for all Reducible 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. The Guarantee applies only to Reducible Data;
2. The Guarantee does not apply to Unreducible Data. Examples of Unreducible Data include but are not limited to host-compressed data, host-encrypted data, Audio, Image, PDF and Video files;
3. The Guarantee does not apply until data is written to at least 50% of the physical solid-state drive space;
4. Except with respect to Federal End Users, Products should be connected to an active SRS or SCG gateway with functioning remote support for the Guarantee Period, which will enable seamless remediation; and
5. All compression and data deduplication functionality must be enabled where supported for the Guarantee to apply.

For PowerStore Products:

1. The Guarantee applies to new Products initially installed and continuously running with PowerStoreOS 4.0 and above.

For PowerMax Products:

1. The Guarantee applies to new Products initially installed and continuously running with PowerMaxOS 10.1 and above.

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. 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.

Subscriptions: For Products included in any subscription, as-a-service, operating expense or similar model (the foregoing, collectively, "Subscriptions"), it is understood that Dell retains all legal title, right and interest in the Eligible Products - Customer does not own the Eligible Products in any Subscription. Additionally, Customer must also execute a separate, zero-dollar amendment to the applicable Subscription agreement to file a claim. In addition to the qualifiers called out in this Section, all other terms of the Guarantee apply to Subscriptions.

Filing a Claim: To file a claim, Customer must contact [Dell Support](#).

Remedies: Customer will grant Dell Technologies access to the applicable systems to validate the amount of Reducible Data. 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) re-configuring the microcode, or (iii) providing additional hardware capacity as the difference required to meet the Reducible Data logical usable capacity Guarantee in comparison with the Reducible Data logical usable capacity reported by the Product, not to exceed 50% of the Product's usable physical 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. Only a single claim to rectify any non-compliance with the Guarantee may be made per product. 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 valid claims under strict or other statutory product liability.

Other Terms: If there is a written framework agreement in place between Customer and Dell Technologies that applies to Customer's purchase of the Products, then this Guarantee is governed by the governing law and jurisdiction provisions in such agreement. For U.S. Federal customers, this Guarantee is governed by U.S. Federal law. For all other U.S. public customers, this Guarantee is governed by the laws of the state in which the Customer is organized (excluding the conflicts of law rules), and the courts of such state will have exclusive jurisdiction for any dispute. In all other cases, this Guarantee is governed by the governing law and jurisdiction provisions in the applicable Dell Technologies Commercial Terms of Sale in the country where Customer purchased the Product available at [Dell Online Terms](#). 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.