

VCE SOFTWARE UPGRADE FOR VXBLOCK SYSTEMS – SINGLE

PSAS-UPS(N)-00-A03

Service Overview

VCE Software Upgrade for VxBlock Systems - Single PSAS-UPS(N)-00-A03 (“Service”) provides software update services for one (1) VCE-supported Vblock System or VxBlock System (“VCE System”) to maintain the current VCE support level. This Service includes the assessment, planning, and execution of upgrade activities with a goal of minimizing the customer’s implementation effort and risk to the customer’s VCE System.

VCE supported software versions are documented in the VCE Release Certification Matrix (“RCM”), which is published periodically. The RCM is the source of record of the software versions that have been fully tested and verified for VCE Systems.

The Service is ordered as a one-time upgrade to enable VCE to update a customer’s VCE System. The software upgrades may be conducted by a combination of remote and/or on-site resources at VCE’s sole discretion.

Service Scope

Subject to the “Customer Responsibilities,” VCE personnel or authorized agents shall work closely with the customer to perform the following activities as part of the Service:

- Initiate a kickoff meeting in a timely manner to review project scope, expectations, communication plans, and availability of required resources.
- Determine the engagement process and schedule.
- Develop a high-level project plan with critical-path events and milestones.
- Provide oversight and coordination during the preparation, execution, and closure of the Service.
- Coordinate with an assigned customer project manager to perform the Service during the customer’s scheduled change control windows.
- Assign and schedule VCE resources required for execution of the Service.

- Follow upgrade procedures as documented in the “VCE Systems Software and Firmware Upgrade Guide.”
- Reference core VCE System Certification Matrix document for the target RCM level to define the scope of VCE System Components to be upgraded.
- Upgrade a maximum of thirty-two (32) server blades per VCE System.
- Upgrade a maximum of one (1) VMware vCenter Server instance per VCE System.
- Upgrade a maximum of one (1) Cisco UCS domain per VCE System.
- Upgrade a maximum of one (1) pair of VCE System production switches and one (1) pair of VCE System management switches.

The Service will include the latest software and firmware versions for listed Components, configuration backup for each VCE System Component, and verification that Components have been upgraded successfully. A “Component” means a grouping of hardware and software elements (either compute, network, storage, or virtualization) that make up a VCE System and are supported by an RCM version.

Roles and Responsibilities

- VCE Consultant(s): Conduct(s) VCE System software and firmware upgrades.
- VCE Project Manager: Plans and coordinates all VCE engagement-related activities.
- Customer Project Manager: Plans and coordinates all customer engagement-related activities.
- Customer Technical Lead(s): Responsible for any components not sold as part of the VCE System, including server hardware, storage, and networking.

Key Activities

The following table represents the key tasks delivered as part of the Service and responsible parties.

| Task | Responsibility |
|---|----------------|
| Project kickoff | All |
| VCE System assessment | VCE |
| Software upgrade information gathering | All |
| Customer VCE System upgrade review | VCE |
| Schedule Component upgrades according to agreed-upon change control windows | All |
| Upgrade compute software Component | VCE |
| Upgrade network software Component | VCE |
| Upgrade virtualization software Component | VCE |
| Upgrade storage software Component | VCE |
| Upgrade Advanced Management Platform software Component, if needed | VCE |
| Verification of successful upgrades | VCE |
| Wrap-up call | All |

VCE Staffing

VCE provides appropriate on-site and/or off-site representatives to perform the Service specified in the Service Scope section, at the sole discretion of VCE.

Customer Responsibilities

Customer must

- Obtain and provide all appropriate software licenses necessary to deliver the Service, including, but not limited to, licenses for third-party software.
- Make reasonable facilities accommodations for the VCE project team for engagement activities that occur at the install location. These accommodations will include a desk/cubicle, voice telephone, Internet access, and shared access to laser printer, copier, fax, and conference room facilities.
- Complete VCE supplied questionnaires within required timelines.
- Ensure that all environment and operational requirements are met prior to the commencement of the Service.
- Ensure that maintenance is current for any Components that will have firmware or software updates applied, including but not limited to data protection and technology extension products.
- Participate in VCE-hosted remote web conferencing sessions, as required.
- Provide VCE representatives with access to the customer's systems and networks (including, without limitation, remote systems and remote network access), as necessary, to perform the Service during normal VCE business hours or at mutually agreed times.
- Manage interface with customer's technical support and application teams including all vendors and third parties, as necessary.
- Ensure that authorized representatives of the customer will perform activities, attend meetings, make decisions, and complete documentation requested by VCE in a timely fashion and in accordance with the times specified in the agreed project plan. Such activities include project kickoff, project planning, attending interviews, responding to questionnaires and surveys, and agreeing upon an implementation test plan.
- Assign a Project Manager with the authority to make project decisions and represent the customer in all matters related to this Service. Customer's Project Manager will provide a single consolidated response to any review, approval, change, or decision request.
- Provide Customer Technical Leads with relevant domain, business, and/or technical expertise as required. Customer Technical Leads are the acknowledged spokespersons for the areas they represent, and the VCE project team requires regular and timely access to them. If the customer's Technical Leads are unable to attend a scheduled meeting, then the customer's Project Manager shall represent the customer's staff as the final authority, with respect to customer on all items of discussion.
- Be responsible for, and assume any risk associated with any problems resulting from the accuracy, content, completeness, and consistency of any data, materials, or information supplied by the customer.
- Acknowledge receipt and acceptance/rejection of all deliverables associated with the Service as quickly as commercially reasonable, but in all events within ten (10) business days of delivery (not including local public holidays). The customer will use the VCE project milestone completion form to indicate acceptance of deliverables. If such acknowledgment is not received within this period, all deliverables will be deemed acknowledged and accepted.
- Make change control window(s) of sufficient duration available for VCE (including authorized agents of VCE) to upgrade Components and verify successful upgrades during a period of at least seven (7) consecutive calendar days.
- Complete implementation of (and maintain through the Service): (i) industry best practice administrative, technical, and physical measures that protect the security, integrity, confidentiality of customer's data, and (ii) encryption of all electronic information stored on any medium which could be accessed by the Service herein.

- Assume full responsibility for data backup and recovery. VCE is not responsible for any loss of, damage to, or corruption of data, including unrecoverable data in connection with the Service.
- Restrict and prevent VCE access to data not pertinent to the delivery of the Service, including but not limited to personally identifiable information.
- Complete all migration of workloads prior to the scheduled maintenance window for the Component(s) being targeted.
- Identify the best course of action to allow the target Component(s) to be upgraded in circumstances where the customer's VCE System is being oversubscribed.

Service Schedule

The anticipated Service start date is four (4) weeks after receipt and approval by VCE of the customer's purchase order for this Service or as mutually agreed upon. Upgrades to Components shall begin no later than fourteen (14) consecutive calendar days after completion of the VCE System assessment, after which this Service shall automatically expire and will be null and void unless otherwise agreed to by VCE in its sole discretion.

Customer may use purchased Services on a VCE System that is compliant with the current RCM version or the two (2) previous major RCM versions. Upgrades of systems not compliant with at least the two (2) previous major RCM versions or do not qualify for VCE™ Support will be subject to a custom Statement of Work ("SOW"). No refund will be due or paid to customer for unclaimed or incomplete work.

Service Scope Changes

Any changes to the Service, the schedule, charges, or this Service Scope must be agreed upon in writing by VCE. Until changes are agreed to in writing, VCE will continue to perform work as provided in this document and such work is deemed to be in accordance with the obligations of VCE.

Service Scope Exclusions

Only the Service stated in this document is included, and any additional work is out of scope of the Service and must be purchased separately. Specifically excluded services include but are not limited to the following:

- Provision of any software licenses.
- Procurement of any VCE Systems, as well as any additional hardware and software.
- Upgrades to components separate from a VCE System. VCE will coordinate with the appropriate vendor of such separate components to implement upgrades defined by the VCE RCM. Separate components may include, but are not limited to, customer equipment connected to the VCE System, such as an upstream network-connected storage area

network (SAN) or a backup environment connected to EMC Multi-Director Switch (MDS).

- Upgrades to more than thirty-two (32) blades.
- Upgrades to more than one (1) VMware vCenter Server instance per VCE System.
- Upgrades to VMware NSX components for VxBlock Systems.
- Upgrades to Converged Technology Extensions.
- Upgrades to VxRack Systems.
- Upgrades to Vblock Specialized Systems for Extreme Applications and Vblock Specialized Systems for High Performance Databases.
- Upgrades to products that may be installed with the VCE System but are outside the scope of components defined by the VCE RCM (e.g. VMware Site Recovery Manager).
- Installation of VCE Vision Intelligent Operations software.
- Software upgrades for VCE Foundations products that VCE deems upgradable by the customer.
- Database upgrades.
- EMC XtremIO upgrade from version 2.x.
- Disruptive upgrades requiring data on-load and/or off-load.
- VCE Vision software connector upgrades.
- Migrations from Cisco Nexus1000V to VMware Virtual Distributed Switch.
- Application and customer data backups.
- Services to expand capacity through the implementation of additional hardware.
- Troubleshooting for previously and newly identified VCE System failures or errors.
- Production of customer internal documentation.
- Archiving, backup, restoration, disaster recovery, and business continuity design for any data and/or applications related to the VCE System or individual servers housed on the VCE System.
- Any customization of management tools or configurations.
- Interim patches and upgrades that are released but not defined as mandatory and do not require immediate implementation, as determined by VCE.
- Performance tuning, configuration changes, and other modifications to comply with VCE best practices.
- Provision of security-cleared project resources to meet government or customer-specified security requirements.
- Physical or virtual migration services.

- Provision of the power, cooling, environmental standards needed to support a VCE System.
- Any other services offered under separate part number or SKU.

Terms and Conditions

Customer's issuance of an order to purchase the Service signifies its agreement to the terms and conditions in this document and its acknowledgment that the Service is provided under and is governed by either (a) a separate written agreement between the parties for the delivery of professional services, or in lieu of a signed agreement, (b) the standard VCE™ Professional Services Terms and Conditions available at www.vce.com/serviceterms (the "Governing Agreement").

This document constitutes a Service Order, or statement of work ("SOW"), as defined in the Governing Agreement. This is a fixed-price order. VCE will bill and invoice customer at its standard time-and-material rates plus travel expenses for any additional services beyond the Service or any costs incurred for customer's failure to meet its responsibilities specified in this document. All project activities will be conducted in English and all

documentation supplied to VCE by customer to support the delivery of the Services will be provided in English.

Unless otherwise provided in the Governing Agreement, customer is deemed to accept the Service rendered if no objection is raised within ten (10) days after customer is presented with a milestone completion form or other statement of completion by VCE. VCE MAKES NO WARRANTIES, EXPRESS OR IMPLIED, IN THIS DOCUMENT.

The Service price is based on the VCE System on which it will be performed (and designated in the brackets in the Service part number above).

Effective for orders placed on or after August 19, 2017.

For More Information

More information about Dell EMC solutions and services is available from www.dell EMC.com and from your local representative.