

DELL TECHNOLOGIES DATA PROTECTION DEDUPLICATION GUARANTEE
TERMS AND CONDITIONS
Effective April 21, 2025

The terms and conditions of Dell Technologies Data Protection Deduplication Guarantee program (“**Program**”) are set forth below (“**Terms and Conditions**”):

Availability: The Program is available to customers who (i) purchase an eligible Dell Technologies Data Protection 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**”).

Eligible Dell Technologies Data Protection Products (individually and collectively, the “Product(s)”):

- (i) PowerProtect Data Manager when used for the purpose of writing data only to on-premises PowerProtect Data Domain (“**Data Domain**”), (“**PowerProtect Data Manager**”);
- (ii) PowerProtect Data Manager Appliance only when installed and resident on Customer premises (“**PowerProtect Data Manager Appliance**”); and
- (iii) Avamar and NetWorker when used for the purpose of writing data only to on-premises Data Domain (“**Avamar and NetWorker**”).

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 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.

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

Deduplication Guarantee: Dell guarantees, in the sense as specified further below and with the specific remedies stated below, that for a period of one (1) year from the date of equipment delivery (the “**Guarantee Period**”), (i) the PowerProtect Data Manager will provide a deduplication compression ratio of actual data size to compressed data size of at least 55:1; (ii) the PowerProtect Data Manager Appliance will provide a deduplication compression ratio of actual data size to compressed data size of at least 55:1; and (iii) Avamar and NetWorker will provide a deduplication compression ratio of actual data size to compressed data size of at least 25:1 (the “**Guarantee**”).

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

PowerProtect Data Manager Guarantee Requirements:

1. All data coming into the Product must be protected by PowerProtect Data Manager.
2. The following data sets will **not be** included in any calculation determining compliance with the

Guarantee:

- All multimedia data;
 - All pre-compressed data;
 - Any and all data being written to Data Domain either via CIFS, NFS, Fiber Channel, Virtual Tape Library (VTL) or DD Boost SDK Protocols which are **not** being controlled by PowerProtect Data Manager;
 - All multiplexed data; and
 - All pre-encrypted data.
3. VMware Image/File System Backup Data: Customer's configuration must maintain no less than 70% file system and/or VMware Image backup data; with no more than a 3% daily change rate. (Example out of 100 Terabytes ("TB") of front- end data being protected, 70TB was file/VM data.) Furthermore, these data sets need to be protected in the following manner to be considered: For the file and/or VMware Image data every backup is done as a full or image backup with 7 Daily (once a day) backups to complete a cycle. This process will be completed for total of 8 weekly Cycles. Thus, the file system and/or VMware image backup retention will be a minimum of 8 weeks.
 4. Database Backup Data: Customer's configuration must maintain no more than 30% database data: (SQL, Oracle, Exchange) with no more than a daily change rate of 5%. Example out of the 100TB of front-end data being protected 30TB was SQL and oracle backup data. For the database data, the backup policy needs to be 7 full backups to complete a weekly cycle. A full backup will be completed once daily. This process will continue for 8 weekly cycles. Thus, the database backup data retention policy will be a minimum of 8 wks.

PowerProtect Data Manager Appliance Guarantee Requirements:

1. All data coming into the Product must be protected by PowerProtect Data Manager Appliance software only.
2. The following data sets will **not be** included in any calculation determining compliance with the Guarantee:
 - All multimedia data;
 - All pre-compressed data;
 - Any and all data being written to PowerProtect Data Manager Appliance which is **not** being controlled by PowerProtect Data Manager Appliance software;
 - All pre multiplexed data; and
 - All pre-encrypted data.
3. VMware Image/File System Backup Data: Customer's configuration must maintain no less than 80% file system and/or VMware Image backup data; with no more than a 2% daily change rate. (Example out of 100TB of front- end data being protected 80TB was file/VM data.) Furthermore, these data sets need to be protected in the following manner to be considered: For the file and/or VM Image data every backup is done as a full or image backup with 7 Daily (once a day) backups to complete a cycle. This process will be completed for total of 8 weekly Cycles. Thus, the file system and/or VMware Image backup retention will be a minimum of 8 weeks.
4. Database Backup Data: Customer's configuration must maintain no more than 20% database data: (SQL, Oracle, Exchange) with no more than a daily change rate of 5%. Example out of the 100TB of front-end data being protected 20TB was SQL and Oracle backup data. For the database data, the backup policy needs to be 7 full backups to complete a weekly cycle. A full backup will be

completed once daily. This process will continue for 8 weekly cycles. Thus, the database backup data retention policy will be a minimum of 8 wks.

Avamar and NetWorker Guarantee Requirements:

1. All data coming into the Product must be protected by Avamar and/or NetWorker.
2. The following data sets will **not be** included in any calculation determining compliance with the Guarantee:
 - All multimedia data;
 - All pre-compressed data;
 - Any and all data being written to Data Domain either via CIFS, NFS, Fiber Channel, Virtual Tape Library (VTL) or DD Boost SDK Protocols which are **not** being controlled by a Avamar and/or NetWorker;
 - All multiplexed data; and
 - All pre-encrypted data.
3. VMware Image/File System Backup Data: Customer's configuration must maintain no less than 70% file system and/or VMware Image backup data; with no more than a 3% daily change rate. (Example out of 100TB of front-end data being protected 70TB was file/VM data.) Furthermore, these data sets need to be protected in the following manner to be considered: For the file and/or VMware Image data every backup is done as a full or image backup with 7 Daily (once a day) backups to complete a cycle. This process will be completed for total of 8 weekly Cycles. Thus, the file system and/or VMware image backup retention will be a minimum of 8 weeks.
4. Database Backup Data: Customer's configuration must maintain no more than 30% Database data: (SQL, Oracle, Exchange, SharePoint, DB2 or MySQL) with no more than a daily change rate of 5%. Example out of the 100TB of front-end data being protected 30TB was SQL and oracle backup data. For the database data, the backup policy needs to be 7 full backups to complete a weekly cycle. A full backup will be completed once daily. This process will continue for 8 weekly cycles. Thus, the database backup data retention policy will be a minimum of 8 wks.

Limitations: To receive these benefits Customer must (i) maintain, and remain current on payment for, a Dell ProSupport or ProSupport Plus for Infrastructure maintenance agreement for the Product with no gaps in coverage and (ii) otherwise be in compliance with the underlying agreement applicable to the purchase of the Product. A claim must be reported in writing prior to the expiration of the Guarantee Period. At the time of a claim filing, the Product 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. All current models and capacities of Data Domain and the PowerProtect Data Manager Appliance are eligible for this Guarantee. This Guarantee is only applicable to the on-premises appliance and does not apply to CloudTier, Cloud DR or any other extension of Data Domain series or the PowerProtect Data Manager Appliance.

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 Products - Customer does not own the 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 a Dell Sales Representative. Customer must provide screen shots of the Product dashboard documenting seven (7) consecutive days of (i) a deduplication compression ratio of actual data size to compressed data size of less than 55:1 for the PowerProtect Data Manager; (ii) a deduplication compression ratio of actual data size to compressed data size of less than 55:1 for the PowerProtect Data Manager Appliance; and (iii) a deduplication compression ratio of actual data size to compressed data size of less than 25:1 for Avamar and NetWorker.

Remedies: Dell will refer to a sizing tool and stipulations above regarding data types, % of data, change rate etc., to validate the deduplication compression ratio for the Product before determining that a claim is valid. If Dell determines that a claim under this Program is valid, Customer's sole and exclusive remedy, and Dell's entire liability is as follows:

Dell 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 equipment or software components (additional equipment not to exceed 36 TB of physical capacity and/or additional software not to exceed unlocking 12 TB of physical capacity). Dell will have sole discretion to determine which of the foregoing activities will be performed. 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 strict or 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 compression 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.