

VCE UPGRADE FOR VXRACK FLEX – 4 NODE ADD-ON

PSVC-FUP2-01-A01

Service Overview

VCE Upgrade for VxRack FLEX – 4 Node Add-on (PSVC-FUP2-01-A01) (“Service”) provides software update services for up to four (4) additional node enclosures for one (1) existing VxRack System with FLEX (“VCE System”) to maintain the current VCE support level. This Add-on Service can only be sold with the VCE Upgrade for VxRack FLEX – 4 Node Base (PSVC-FUP1-01-A01) service and is required for upgrades for nodes not covered by the Base service. This service includes the following:

- Planning and preparation for upgrade of target system.
- Providing resources and expertise to perform an assessment to ensure VCE System stability and minor remediation as required.
- Expertise to upgrade software components as required to maintain software currency of existing VCE System.

Service Scope

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

- 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 four (4) nodes per VCE System.
- The Service will include the latest software and firmware versions for listed components for each VCE System Component, and verification that Components have been upgraded successfully and are supported by target RCM version.

The following activities focus on managing the initiation, planning, execution, and closure of the project including coordinating delivery resources and communicating with stakeholders:

- Manages VCE resources assigned to the project.
- Works with the Customer assigned single point of contact to coordinate project tasks and the resources assigned to complete said tasks.
- Acts as the single point of contact for all project communication and escalations.
- Determines the engagement process and schedule.
- Develops a high-level Project Plan with critical path events and milestones.
- Conducts a kickoff meeting to review the project scope, expectations, communication plans, and availability of required resources.
- Conducts periodic status meetings to review project process, issues, and potential risks. The Customer and VCE will mutually agree upon the frequency of the meetings.
- Coordinates project closeout, review, and sign-off.

Roles and Responsibilities

- VCE Project Manager: Plans and coordinates all VCE engagement-related activities.
- VCE Consultant: Conducts engagement including preparation, assessment and expansion of hardware resources as outlined in the scope statement.

- Customer Project Manager: Plans and coordinates all customer engagement-related activities.
- Customer Technical Lead: Responsible for providing system, storage, and network information for the customer's environment.
- Customer Project Manager: Provides needed access to technical resources, hardware, network and software as needed to perform work as outlined.

Key Activities

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

Task	Responsibility
Project kickoff	All
Create upgrade plan	VCE
Perform assessment/remediation	VCE
Upgrade and configure software	VCE
Verify upgrade results	VCE
Complete documentation	VCE
Wrap-up call	All

VCE Staffing

VCE provides appropriate on-site and/or off-site representatives to perform the Services specified in the Service Scope section.

Customer Responsibilities

The customer shall

- 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 Customer Project Manager with the authority to make project decisions and represent the customer in all matters related to this Service. Customer Project Manager will provide a single consolidated response to any review, approval, change, or decision request.
- Provide at least one Customer Technical Lead with system administration responsibilities and appropriate system/information access privileges.
- 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 Customer Technical Leads are unable to attend a scheduled meeting, then the Customer Project Manager shall represent the customer's staff as the final authority with respect to the customer on all items of discussion.

- Make appropriate system maintenance window(s) available for VCE (including VCE authorized agents) as needed to prepare equipment.
- Ensure that all environment and operational requirements are met prior to the commencement of the Service.
- Be responsible for, and assume any risk associated with any problems resulting from the accuracy, content, completeness, and/or consistency of any data, materials, or information supplied by the customer.
- Provide VCE Consultant with access remotely to the customer's systems and networks (including, without limitation, remote systems and remote network access) as necessary to perform the Service during VCE's normal business hours, or at mutually agreed times.
- Complete all required communications and change management processes with server owners.
- Assume full responsibility for data backup and recovery.
- Manage interface with customer's technical support and application teams including all vendors and third parties, as necessary.
- Assume all responsibility for network connectivity, performance, and configuration issues.
- Assume full responsibility for data backup and recovery. VCE is not responsible for any loss of, damage to, or 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.
- Acknowledge receipt and acceptance/rejection of all deliverables associated with the Service as quickly as commercially reasonable, but in all events within 10 (ten) business days of delivery (not including local public holidays). Customer will use the project Milestone Completion Form ("MCF") supplied by VCE to indicate acceptance of deliverables. If such acknowledgment is not received within this period, all

deliverables will be deemed acknowledged and accepted.

Service Schedule

The anticipated on-site 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. Delivery of this Service excludes local public holidays. The Customer shall have twelve (12) months from the date of purchase to complete the Service ("Service Period"). No refund will be due or paid to the 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 the Service as provided in this document and such Service is deemed to be in accordance with the obligations of VCE.

Service Scope Exclusions

Only the work 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:

- Procurement of the VCE Systems, as well as any additional hardware and software
- Data or workload migration of any kind to consume increased capacity as a result of hardware expansion.
- Data center moves or migrating non-x86 devices
- Design, configuration or resource provisioning for the VCE System
- Customized designs for specific customer applications or quality-of-service requirements, including a customized storage layout
- Providing or procuring of any software licenses including, but not limited to, VCE Vision Intelligent Operations, pursuant to this document; the end customer must license software and purchase products via a separate contractual document
- Development of a hardening design to meet specific security requirements
- Upgrading to an approved Release Certification Matrix level
- Post-implementation capacity analysis and planning
- Any loss of, damage to, or unrecoverable data in connection with the Service
- Integration with existing management platforms

- Physical build, logical configuration, or integration of any components
- Third-party application support unless specifically agreed in writing
- Any database/application installation and/or replatforming
- Business continuance and/or disaster recovery services
- Provision of security-cleared project resources to meet government or customer-specific security requirements
- 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: <http://www.vce.com/serviceterms> (the "Governing Agreement").

VCE licensed software is subject to the VCE standard end-user license agreement available at <http://www.vce.com/noindex/legalterms>. License rights for any third-party software pass directly from the third-party supplier to customer and are subject to such third party's software terms, which customer authorizes VCE to accept on its behalf or on behalf of its end users as a condition of installing or using such software.

This document constitutes a Service Order, or 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 including, but not limited to, any remediation services performed by VCE as deemed necessary by VCE, 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 10 (ten) 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.

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.