

Service Offering Description Dell APEX Private Cloud with Subscription

1. **Introduction.**

1.1 Dell APEX Service. Dell APEX Private Cloud (“Dell APEX Service”) is a fixed-billed, subscription offering that brings VMware vSphere Enterprise Plus and vSAN Enterprise on VxRail to a customer’s on-premises environment. For clarity, the Dell APEX Service does not include Deployment (or any Deployment-related responsibilities) when performed by a Deployment Partner.

A. Features of the Dell APEX Service. The Dell APEX Service has the following features:

- (1)** Dell Integrated Rack Offering – Supplier supplied VxRail, power distribution, switches, racks, etc. In some special cases, when specifically approved by Dell in writing, the Integrated Rack offer can be deployed into a rack with PDUs that Customer provides. For more information, contact your sales representative.
- (2)** Customer Provided Rack Offering – Customer supplied, validated equipment – power distribution, switches, racks, data cables, and any other materials or software necessary to allow the other components of the Dell APEX Service (e.g., VxRail) to operate according to its specifications (Customer must provide rack and switch supported by VxRail and ensure there is enough power distribution unit (PDU) space to fulfill the order.)
- (3)** Access to the firmware, drivers and BIOS updates.
- (4)** Deployment of certain components of the Dell APEX Service as described in Appendix A, Service Terms
- (5)** Ongoing support from Dell for the Dell APEX Service.
- (6)** Recovery of the Dell APEX System at the end of the Subscription Term.

1.2 Definitions. The definitions below apply to this Service Offering Description. Some capitalized terms are defined within the specific context in which they are used. Other capitalized words that are not defined in this Service Offering Description are defined in the APEX Agreement.

- “Activation Date” means the date that the -Dell APEX Service is available for You to start provisioning virtual machines in the deployed Dell APEX System. Notwithstanding the foregoing, the Activation Date will be deemed to have occurred 21 days after Dell’s delivery of the Dell APEX System to the Site unless Dell caused the delay.
- “Deployment” means on-site rack integration (Customer Provided Rack Offering only), installation and configuration of the Dell APEX Service at the Site.
- “Deployment Partner” means a Dell Channel Partner (defined in Section 3) engaged by Customer to provide Deployment of the Dell APEX Service.

2. **Additional Subscription Offering Information.**

2.1 Technical Documentation and Resources. Documents are available at <https://www.delltechnologies.com/en-us/cloud/index.htm..>

2.2 APEX Agreement and VMware License Terms. This Service Offering Description is governed by the APEX Agreement located at www.dell.com/apexagreement (“APEX Agreement”) and this Service Offering Description and the APEX Agreement together govern the Dell APEX Service. “APEX Agreement” for a Reseller or Dell-authorized distributor purchasing the Dell APEX Service directly from Dell shall mean the APEX Reseller Agreement or APEX Distributor Agreement, respectively, located at <https://www.delltechnologies.com/partner/en-us/partner/apex-partner-agreement.htm>. Dell (as defined in the APEX Agreement) will provide the Dell APEX Service.

If VMware has approved the Customer utilizing its VMware Enterprise License Agreement (ELA) or VMware Cloud Provider Program (“VCP”) for entitlement to the VMware software in Section 1.1A, then Customer’s license to the VMware software is pursuant to the terms and conditions of the ELA or VCP agreement with VMware. Notwithstanding the APEX Agreement, any use by Customer’s end users (i.e., not Customer’s employees or

contractors but persons or entities to whom Customer provides a service) of the VMware software must be in accordance with Customer's VCPP agreement with VMware.

3. Telemetry Collector. Dell may collect certain information related to the Dell APEX Service through a telemetry collector ("Collector"). Such information may include, without limitation, diagnostics, configurations, usage data, performance, Deployment location information, and system information sent to Dell automatically by Dell's systems and tools ("System Data").

By utilizing the Dell APEX Service, Customer permits Dell to use the Collector to collect and use System Data for the following purposes ("Permitted Purposes"):

- to provide Customer with the Dell APEX Service, including to fulfill applicable warranty and support obligations, to remotely monitor system health and performance, and to bill (as applicable);
- to provide either Customer's end users, or the Dell Channel Partners (as defined below) through which the Customer ordered the Dell APEX Service, with metrics regarding Customer's Dell APEX Service usage and consumption patterns and as specified in this Service Offering Description;
- to create predictive analytics and usage intelligence to optimize Customer's future planning activities and requirements;
- for sales and marketing, including sales and marketing research;
- to secure and protect Dell's assets, rights and interests, including where appropriate to investigate, prevent, or take action regarding suspected illegal activity or fraud;
- to comply with Dell's legal obligations, including in response to a court order, warrant, subpoena, regulatory or law enforcement demand, or other legal process;
- for provision, research, support, or enhancement of Dell products, services and offerings; and
- for any other legally permitted purpose.

Dell does not intend for the Collector to access, view, process, copy, modify, or handle Customer Content. Dell will treat any personal information collected through the Collector in accordance with the applicable jurisdiction's Dell Privacy Statement, all of which are available at <http://www.dell.com/localprivacy> and each of which is hereby incorporated by reference.

Customer agrees that Dell may share the System Data with the following categories of third-parties that are involved in the transaction for the Permitted Purposes:

- Dell third-party service providers; and
- Dell channel partners, including but not limited to resellers, distributors, channel service partners, and OEM partners (collectively, "Dell Channel Partners").

Dell owns all anonymized and aggregated System Data ("Dell System Data"). Dell System Data will not contain any personal information and will be de-identified such that it will not disclose the identity of Customer to any third party. Customer acknowledges and agrees that the Collector and Dell System Data is Dell's Confidential Information. Nothing herein grants Customer a license, express or implied, by estoppel, inducement, or otherwise, to use the Collector for any purpose.

Additional requirements and implementation details concerning the collection and use of System Data may be found in the technical documentation for the Dell APEX Service available at <https://www.delltechnologies.com/en-us/cloud/index.htm>. To the extent this Section 3 conflicts with any other agreement between Dell and Customer, the terms of this Section shall control.

Customer may not disable the Collector at any time. Customer acknowledges that disabling the Collector will limit Dell's ability and obligations (if any) to provide and/or support the Dell APEX Service. In such an event, Dell will have no liability for Dell's inability to provide the Dell APEX Service.

4. Service Operations.

4.1 Site Location. Dell will ship the Dell APEX System to the Site. Dell APEX System (as defined in the APEX Agreement) cannot be deployed at 'dark sites', meaning locations that do not allow the Dell APEX System in the Dell APEX Service to connect with anyone outside of that location without written approval. Customer must allow Dell's or Deployment Partner's authorized technician access to the Site in a timely manner for the following activities:

- A. Initial Site survey information is collected through the ordering process. Dell or Deployment Partner, whomever Customer has engaged for Deployment, will contact Customer to verify the information and will work with Customer to complete the solution abstract. Customer acknowledges that delays in providing information or providing inaccurate information for the Site survey or the solution abstract may cause delays in the completion of subsequent Dell APEX Service activities and/or additional charges.
- B. Deployment of the Dell APEX System, activation of Dell APEX Service, and adding capacity.
- C. Remediation of a problem with the Dell APEX System (e.g., needing to replace faulty Equipment) where the issue cannot be addressed remotely.
- D. Retrieval of the Dell APEX System from the Site(s).
- E. If Customer utilizes its ELA or VCPP entitlements from VMware for entitlement to the VMware software, Customer must provide Dell with software license key information during the ordering process.

Any delays or restrictions in providing access to the Site and/or remote access to the Dell APEX System used to deliver the Dell APEX Service will affect Dell required on-site activities. For example, Customer restrictions of access during certain hours or other Customer processes or conditions at the Site.

4.2 Capacity Management. Customer is responsible for capacity management of the Dell APEX Service. Dell requires that 30% unused space (“slack space”) be maintained in the vSAN datastore within the Dell APEX Service, in order to support operation of the Dell APEX Service. Adequate slack space is required for use of the vSAN datastore. If slack space falls below 25%, it is possible that Customer could lose the ability to utilize the Dell APEX Service, and the environment could become inoperable.

4.3 Contacting Dell for Support and Service Terms. Dell is the single point of contact for all Dell APEX Service support requests, even if Customer is utilizing its VMware ELA and VCPP software entitlements. All support for the Dell APEX Service is conducted through the support information provided to the Customer at the start of the Dell APEX Service. Support features include:

- A. Rack Integration;
- B. ProDeploy Plus (PDP) includes solution design, rack integration, onsite implementation and networking integration. PDP also includes implementation of Secure Connect Gateway (SCG) and required remote connectivity for CloudIQ. PDP is included in Dell APEX Service with Dell Deployment and is excluded from Dell APEX Service with Deployment by a Deployment Partner. PDP service terms link can be found at https://i.dell.com/sites/csdocuments/Legal_Docs/en/tw/prodeploy_service_description.pdf;
- C. ProSupport Plus (PSP) with Mission Critical Support including Break-Fix assistance and parts replacement. PSP also includes twice a year system maintenance at customer request. PSP service terms link can be found at https://i.dell.com/sites/csdocuments/Legal_Docs/en/us/prosupport-plus-for-enterprise-sd-EN.pdf;
- D. Customer Success Manager (CSM) is included as the primary Point-of-Contact for Dell APEX Services. They assist with Service Activation, Billing, and Customer initiated Capacity expansions. The CSM will replace the Service Account Manager (SAM) included with ProSupport Plus for the Dell APEX Service; and
- E. Asset Return

Additional information on Service Terms and Support for the Dell APEX Service including Dell’s commitments regarding Support can be found in Appendix A, Service Terms.

4.4 Restriction on Modification of Dell APEX Systems. The Dell APEX System used to deliver the Dell APEX Service is a closed system, for use solely with the Dell APEX Service. Customers are not allowed to access the components, add/remove/disable or otherwise interact with, or modify the Dell APEX System except as expressly permitted by Dell. When Customer receives the Dell APEX System at the Site, Customer must not open or disturb the package containing the Dell APEX System and must keep the package in a safe location at Customer’s premises until Dell’s or Deployment Partner’s authorized technician arrives to unbox and set it up, establish the configuration, and power it on. Thereafter, problems with the Dell APEX System will be handled through the support process. Customer may not move the Dell APEX System from the Site.

Customer must maintain the Dell APEX System software in accordance with the supported software versions as listed in the Dell EMC VxRail Support Matrix.

If Customer violates the terms of this section, then Dell will be relieved of its support obligations, and Dell may choose to discontinue or suspend the Dell APEX Service at the compromised location, and/or terminate Customer's subscription to the Dell APEX Service.

4.5 Dell APEX System. Dell will determine, in its discretion, the hardware and software applicable for the Dell APEX System and Dell APEX Service. Dell, in its discretion and acting reasonably, may from time-to-time substitute, deploy, remove, and use like-kind elements in order to provide the Dell APEX Services so long as doing so does not materially interrupt Customer's operations. Title to the Dell APEX System used to deliver the Dell APEX Service remains at all times with Dell. Customer acquires no right or interest in the Dell APEX System by subscribing to the Dell APEX Service. Dell also reserves the right to reuse the Dell APEX System for different customers when appropriate. If Dell elects to provide a previously deployed Dell APEX System to a customer, the Dell APEX System that is delivered will have all previous data and configurations deleted.

4.6 Customer Obligations and Security. To the extent applicable to the Dell APEX Service, Customer shall, at Dell's or Deployment Partner's request and Customer's expense;

- A. provide adequate floor space, power, and cooling for the Dell APEX System, as well as buffer space for future Dell APEX System expansion;
- B. utilize the Dell APEX Service with reasonable care and in accordance with the Service Offering Description;
- C. keep the Dell APEX Service located at the Site free and clear from any liens, security interest or encumbrances;
- D. make available to Dell, Customer technical personnel familiar with the Customer's business requirements (primary and alternate designated technical personnel), and, if applicable, make the personnel available to Deployment Partner for Deployment-related activities;
- E. provide to Dell complete and accurate information regarding Customer's business requirements in respect of the Dell APEX Service, and provide the information to Deployment Partner for Deployment-related activities;
- F. respond within a reasonable timeframe (or if no time period is specified, within three (3) Business Days) to all requests for approvals, which approval shall not be unreasonably withheld, or delayed, provided however approval shall be deemed to have been provided if Customer has not responded within the applicable time period;
- G. cooperate with Dell;
- H. promptly notify Dell of any third-party claims or invalid or nonexistent licenses that may have an impact on this Service Offering Description or the Dell APEX Service;
- I. give Dell or Deployment Partner personnel and their subcontractors access to the Site to the extent reasonably necessary for them to perform the Dell APEX Service, including to affect the necessary Deployment, adjustments, maintenance and repairs;
- J. perform all other obligations of Customer described in this Service Offering Description, including but not limited to those obligations outlined in 4.7 and 5.8; and
- K. agree to the pre-qualification checklist requirements as stated in the APEX Console (directly or through a Dell Channel Partner).

Customer will not sell, charge, assign, transfer or dispose of or part with possession of the Dell APEX System. In the event of a threatened seizure of the Dell APEX System or an insolvency event, Customer agrees to provide Dell with Notice so Dell may take action to repossess the Dell APEX System. Dell recommends that Customer operate and maintain a data back-up system in its data center environment. Customer should provide for a daily back-up process including backing up data before performance of any remedial, upgrade or other works on its production systems. Dell disclaims any liability for Customer's failure to maintain a data back-up process.

Customer is responsible for ensuring the physical security of the Dell APEX System at each Site. Customer is responsible for any damage to the Dell APEX System at the Site. Customer is responsible for maintaining the configuration. Customer is also responsible for managing the information security, the network security, patching, vulnerability scans of the Dell APEX System, and performing security monitoring of the Dell APEX System.

4.7 Customer Content. Dell hereby disclaims any and all responsibility for any restoration of any data, including all text, sound, video or image files, and software or other information that Customer uploads to the Dell APEX Service (“Customer Content”) (including on any that Customer provides on USB flash drive).

If Customer has operations in the United States or is otherwise subject to the US Health Insurance Portability and Accountability Act (“HIPAA”), Customer warrants and represents that prior to providing Dell access to the Dell APEX Service, which has been used for processing and/or storage of Protected Health Information as defined in 45 C.F.R. Section 160.103 (“PHI”), all PHI on the Dell APEX Service has been rendered unusable, unreadable or indecipherable to unauthorized individuals through the use of a technology or methodology specified by the U.S. Secretary of Health “Secretary” by either: (i) clearing, purging, or destroying PHI from any electronic media in a manner consistent with NIST Special Publication 800-88, *Guidelines for Media Sanitization*; (ii) encrypting PHI as defined in 45 C.F.R. 164.304 (currently the Secretary has identified the process for encrypting data set out NIST Special Publication 800-111 as meeting this standard). Customer is responsible for confirming any updated guidance from the Secretary on how to secure PHI in order to render it unusable, unreadable, or indecipherable, to unauthorized individuals and will comply with any applicable guidance as it relates to PHI found on the Dell APEX Service.

4.8 Deployment Partner. Customer may engage only Dell Channel Partners that enrolled in the Dell Partner Deployment Program and hold the relevant product deployment competency to act as a Deployment Partner. Pricing for Deployment by the Deployment Partner will be as agreed between Deployment Partner and Customer. Dell has no responsibility for: (a) Deployment (or any Deployment-related responsibilities) by anyone other than Dell personnel or (b) any delay or issue that arise from any Deployment not performed in accordance with Dell’s instructions and the applicable documentation.

5. Business Operations.

5.1 Pricing. Pricing for the Dell APEX Service is based on configuration and the Subscription Term. Pricing may vary depending on the number and type of hosts. For details on pricing, consult Customer’s sales representative or Dell Channel Partner.

5.2 Billing. Customer or Customer’s Dell Channel Partner, as applicable, will be billed monthly for the Dell APEX Service unless Customer elects an annual or upfront payment for the entire committed term of the subscription. There are no metered charges for use of the Dell APEX Service.

5.3 Subscription Term and Expansion. The Dell APEX Service is offered for a committed term subscription of either one or three years as identified in Customer’s (or Customer’s Dell Channel Partner’s) Order. Customer’s initial Subscription Term and charges begin on the Activation Date. The Dell APEX Service is not transferrable.

If Customer desires additional capacity after the initial order, Customer may add capacity to the Dell APEX Service during Customer’s Subscription Term by placing an order for additional capacity so long as such orders are placed three months before the end of Customer’s Subscription Term. If Customer purchased the Dell APEX Service from a Dell Channel Partner, Customer will cause its Dell Channel Partner to place an order with Dell at least three months before the end of the Subscription Term. The Subscription Term for the expansion capacity will be the same as the original Dell APEX Service. Additional charges will apply for added capacity and will begin on the Activation Date of such expansion capacity. Additional capacity to the Dell APEX Service is subject to this Service Offering Description and APEX Agreement. If Customer desires additional capacity within three months of the end of the Customer’s Subscription Term, please contact Customer’s sales representative or Customer’s Dell Channel Partner to renew Customer’s Subscription Term and order additional capacity. During a Subscription Term, You may not reduce capacity.

5.4 Notice and Renewal. If Customer does not intend to use the Dell APEX Service after the Subscription Term, Customer must provide Dell with written notice of Customer’s intent to terminate at least ninety (90) days before the end of the then current Subscription Term to avoid additional costs. If Customer purchased the Dell APEX Service from a Dell Channel Partner, Customer will cause its Dell Channel Partner to provide such written notice to Dell to avoid additional costs.

If Customer wishes to use the Dell APEX Service after the Subscription Term, Customer or Customer’s Dell Channel Partner can renew upon mutually agreed upon pricing and terms for either a one-year or three-year term, for a total term of not to exceed six years from the Activation Date, or Customer can purchase a new subscription.

If Customer or Customer’s Dell Channel Partner has not renewed its subscription, not purchased a new

subscription, nor provided Dell with notice of Customer's intent to end the subscription, the subscription will continue after Customer's initial Subscription Term on a monthly basis ("Monthly Renewal Term"). For the Monthly Renewal Term(s), Customer or Customer's Dell Channel Partner, as applicable, will be billed monthly at the monthly rate ("Monthly Renewal Rate") which is different than the billable rate for longer subscription terms (to the extent permitted by local law), until Customer or Customer's Dell Channel Partner either renews the subscription, purchases a new subscription or cancels the Monthly Renewal Term(s). For additional information on the monthly rate, please contact Your account representative or Dell Channel Partner. Customer or Customer's Dell Channel Partner, as applicable, may cancel the Monthly Renewal Term by providing Dell with at least ninety (90) days written notice of Customer's intent to end the Monthly Renewal Term.

5.5 Termination of the Dell APEX Service. Termination of the Dell APEX Service will result in permanent loss of access to the environments, discontinuation of services, and a deletion of the environments and configurations pursuant to Dell practices. Notwithstanding the foregoing, if Customer wishes to extract Customer Content from the Dell APEX Service (to the extent Customer has not already done so prior to termination of Customer's Subscription Term), Customer must notify Dell before Dell's authorized technician removes the Dell APEX System from Customer's premises, and, subject to additional fees, Dell will assist Customer in extracting Customer Content from the Dell APEX Service. Customer will be responsible for all fees associated with Customer Content extraction. If Customer does not notify Dell before Dell APEX System removal, the Customer Content will be permanently deleted and will not be recoverable. Dell shall have no obligation for deleting Customer Content in accordance with this section.

5.6 Cancellation. Except to the extent otherwise required by applicable law, Customer or Customer's Dell Channel Partner, as applicable, cannot cancel or terminate the Dell APEX Service prior to the expiration of the committed Subscription Term. Customer may stop using the Dell APEX Service at any time, but Customer is liable for all charges for the Dell APEX Service, regardless of whether Customer actually uses the Dell APEX Service for the entire Subscription Term. There is no refund for any committed charges that Customer or Customer's Dell Channel Partner paid at the time the Dell APEX Service was purchased from Dell, regardless of whether or not Customer actually uses the Dell APEX Service for the entire Subscription Term. If Customer is on a Monthly Renewal Term (as defined in Section 5.4) , Customer may stop using the Dell APEX Service at any time during the month, but Customer or Customer's Dell Channel Partner, as applicable, is obligated for monthly fees at the Monthly Renewal Rate until Dell is provided with written notice of Customer's intent to terminate the Monthly Renewal Terms for the Dell APEX Service in accordance with Section 5.4 above.

5.7 Decommission of Dell APEX System. If Customer has elected to terminate the Dell APEX Service at the end of Customer's committed Subscription Term or Monthly Renewal Term(s), Customer will have 30 days from the time Dell notifies Customer or Customer's Dell Channel Partner, as applicable, or if no notice is provided, then thirty (30) days from the last day of the Subscription Term or Monthly Renewal Term(s), as applicable, within which to delete Customer Content from the Dell APEX System. If the Dell APEX Service is terminated prior to the end of the term, Customer will have thirty (30) days from the time Dell notifies Customer or Customer's Dell Channel Partner, as applicable, of termination, within which to delete Customer Content from the Dell APEX System. At the end of the thirty (30) days, Dell's authorized technician will remove the Dell APEX System from the Site. Pursuant to Section 5.5 (Termination of the Dell APEX Service) above, if Customer has not deleted Customer Content from the Dell APEX System, it may be deleted by Dell.

5.8 Retaking Possession of the Dell APEX System. Upon termination of the Dell APEX Service, with notice to Customer and Customer's Dell Channel Partner, as applicable, and in accordance with local law, Dell or Dell's authorized technician may enter the Site where any of the Dell APEX System(s) are located to recover the Dell APEX System. Customer is responsible for ensuring that Customer Content has been removed from the Dell APEX System, within the time period specified in the Section 5.7 (Decommission of Dell APEX System) above.

In the event Dell terminates this Dell APEX Service for Customer's breach, Customer shall be responsible for the payment of the actual documented costs and reasonable attorney's fees incurred by Dell in retaking possession of the Dell APEX System and/or seeking to recover amounts due and owing.

Appendix A: Supplemental Terms for Dell APEX Service

1. **Introduction.** This Appendix supplements the Service Offering Description for Dell APEX Private Cloud with Subscription that governs the Dell APEX Service.
2. **Overall Scope of Dell APEX Service.** The support features include:
 - A. **Dell Deployment, including** (this section does not apply if Customer has engaged or contracted with a Dell Channel Partner to conduct Deployment of the Dell APEX Service):
 - (1) Dell Deployment of the Dell APEX Service at the Site.
 - (2) Rack integration, including:
 - a. Planning, coordination, physical installation, cabling and labeling (Ethernet & Power cables per unit), power-up test, configuration of the Dell APEX Service in the data center server cabinet, and delivery of the Dell APEX Service.
 - b. Further information, details and applicable terms are in [Rack Integration \(Dell Integrated Rack offering only\)](#).
 - (3) Further information, details and applicable terms for Dell Deployment are in [Additional Information regarding deployment](#).
 - B. **ProSupport Plus for Enterprise with Mission Critical support, including:**
 - (1) Access to specialized technical support from Dell for troubleshooting assistance with the Dell APEX Service.
 - (2) On-site dispatch of a technician and/or delivery of replacement parts to the Site to address issues with the Dell APEX Service.
 - (3) Access to a remote Customer Success Manager (CSM).
 - (4) Collaborative Assistance if issues arise with an eligible third-party vendor's products.
 - (5) System Software Support for the Dell APEX Service from Dell.
 - (6) Further information, details and applicable terms and conditions are at this link: https://i.dell.com/sites/csdocuments/Legal_Docs/en/us/prosupport-plus-for-enterprise-sd-EN.pdf
 - C. **Asset Return, including:**
 - (1) Scheduling pick-up of the Dell APEX System and return to Dell.
 - (2) Further information, details and applicable terms are set forth in Section 6 of this Appendix (Asset Return).
3. **Rack Integration (Dell Integrated Rack offering only)**
 - A. **Summary.** The objective is to provide for the planning, coordination, physical **installation**, cabling and labeling (Ethernet & Power cables per unit), power-up test, and configuration of the Dell APEX Service into the data center server cabinet. After completion, Dell will provide a document that includes rack name, server type, service tag, and U-location of the Dell APEX Service ("Rack Configuration Document"). Dell will then ship and deliver the fully populated Dell APEX Service to the Site. Delivery includes inside delivery at the Site.
 - B. **Validation and Configuration includes:**
 - (1) Perform Equipment health check (i.e. amber lights or failed parts)
 - (2) Check/Flash BIOS, BMC, FCB/FT firmware
 - (3) Apply asset tagging
 - (4) Network topology testing (i.e. cable speed test)
 - (5) Including reconfiguration of RASR image, if applicable.
 - (6) Electronically verify elevation per rack design
 - (7) Electronically verify elevation per rack design Capture/Create MAC address report

C. Integration of Equipment into rack includes:

- (1) Unpack all Equipment and inspect all prior to installation.
- (2) Perform initial system power-on and boot of all Equipment to ensure no amber lights or other fault indicators are visible.
- (3) Review and continue all integration tasks and configurations per the Rack Configuration Document.
 - a. Mount the chassis and switches:
 - Mount rack related Equipment (such as rails, brackets and tray) onto the rack.
 - Mount the servers into the rack.
 - Reinstall any components that were removed in the steps above.
 - b. Install PDU(s) onto the rack, as needed for the proper power configuration of the server.
 - c. Install and route power cables to the server.
 - d. Install and route network cables to the servers.
 - e. Label all network and power cables, per device. Label rack and all other Equipment, as required.
 - f. Organize, group and bind cables in an orderly fashion to allow for easy access to the servers and switches.
 - g. Configure the BMC and BIOS settings.
 - h. Perform full server/rack validation,
 - i. Upon completion, Dell will update the Rack Configuration Document with the following information.
 - Rack Name / Label
 - Server Type / Label
 - Service Tag Numbers
 - MAC Addresses
 - Rack Unit Location

D. Shipping of the Integrated rack includes:

- (1) Fully inspect rack. Package rack in corner board and wrap shipping solution for final delivery to include the shock pallet (pallet with high density foam).
- (2) Load rack on an "air ride" truck with hand jack, secure with load locks and ship to the Site.

E. Delivery of the integrated rack includes:

- (1) Upon arrival at the Site, Dell will unload the packaged rack from the truck, un-package and de-palletize the rack from the shock pallet and move the rack into a final position in the datacenter.
 - a. Does not include structural modification of the data center rack, positioning into elevated shelf or flooring inside the data center or permanently attaching rack to existing structures (bolting).
 - b. Does not include down stack, moving and/or removal of existing equipment or obstacles to accommodate delivery area limitations.
 - c. Logistics carrier will leave Site after delivery, and any further review or assessment by the Customer of the Dell APEX Service will be coordinated with Dell directly.
- (2) Dell will dispose of all packaging materials. This includes removal of the shipping solution upon the carrier's departure from the Site.

F. Rack Integration Completion

- (1) Customer will acknowledge by signing the Bill of Lading (BOL) or manifest forms of

Dell's carrier.

G. Other Provisions are:

- (1) Dell may perform all or part of the rack integration services off-site at Dell's or other location.
- (2) From time to time, Dell may change the location where services are performed and/or the party performing the services; provided however, Dell shall remain responsible to Customer for the delivery of the Dell APEX Service.

4. Additional Information regarding deployment.

Note: Some steps in this section vary for the Dell Integrated Rack Offering (DIR) and Customer Provided Rack Offering (CPR)

A. Dell Deployment steps are as follows (this section does not apply if Customer has engaged or contracted with a Dell Channel Partner to conduct Deployment):

- (1) Hold planning sessions with Customer to create the deployment plan
- (2) Mount VxRail nodes into Customer-Provided Rack
- (3) Connect Customer-supplied cables to VxRail nodes
- (4) Work with Customer to uplink the APEX switches to the Customer core/border, or validate Customer-provided switches meet the requirements for VxRail implementation
- (5) Build and configure the VxRail cluster(s) per the plan
- (6) Apply software licenses, as available
- (7) Configure secure remote connectivity for hardware alerting and automated phone-home
- (8) Verify cluster health is good, and error free
- (9) Conduct a brief knowledge transfer session with Customer

B. For instances with no vSAN Storage type, if applicable:

- (1) For Fiber-channel connectivity, Customer must provision and present to the cluster (FC zoning + storage provisioning) one volume with 900GB free space.

C. Excluded from Dell APEX Service Deployment:

- (1) Configuration of customer supplied switches
- (2) Installation, configuration, migration, or testing of VMs, hosts or other workloads
- (3) Any configuration of client computers
- (4) Configuration of client or VM networks
- (5) vSAN Data at Rest Encryption
- (6) Stretched-cluster
- (7) Any extra add-on options or services such as Disaster Recovery (DR) with either RP4VM or vSphere replication, etc.
- (8) Network topology or performance assessment
- (9) Configuration of any Storage arrays and fibre channel switches

5. Customer Provided Equipment

- With the Customer Provided Rack option and, in limited circumstances, when approved by Dell in writing with the Integrated Rack option, Customer may provide its equipment for use with the Dell APEX Service.
- If Customer provides equipment, Customer must provide and maintain, as applicable, power distribution, switches, racks, data cables, and any other materials or software necessary to allow the other components of the Dell APEX Service to operate according to its specifications (Customer must provide rack and switch supported by VxRail), and ensure there is enough PDU space to fulfill the order when needed for

physical installation.

- Customer shall provide carts, hand trucks, ladders, lifts, etc, and place any equipment to be racked in the immediate area of the rack into which it will be installed
- Customer shall ensure that the required power outlets are installed and functional in the location of the hardware installation, the required PDUs are installed and functional (unless purchased with the product), ensure any existing equipment repositioning is completed prior to arrival and ensure any modifications needed to existing racks to accept Dell equipment are completed prior to arrival.

Customer is fully responsible for all physical and security conditions present at the Site, including but not limited to:

- A. the normal working condition and support for the equipment provided by Customer,
- B. the physical and cybersecurity measures reasonably and necessary and appropriate to protect the Customer provided equipment,
- C. the Dell APEX Service, and
- D. any applicable Dell or Customer personnel.

Dell will not be liable for any claims or damages that may result from Customer's failure to properly install or maintain any materials or components that Customer provides in connection with the Customer equipment. Dell will not be obligated to provide support for the Dell APEX Service if such support cannot be performed without some action being taken by Customer in connection with the Customer provided equipment.

6. Asset Return

A. Definitions and Terms. As used in this document, the following definitions will apply:

- (1) "Dell's Logistics Provider" means the logistics provider acting on instructions from Dell.
- (2) "Serial Number" means the unique identifier assigned to a unit of Dell APEX System by the manufacturer.
- (3) "Shipping Document" means Dell's Logistics Providers waybill, bill of lading or piece count documentation.

B. Scheduling of asset return includes:

- (1) **Scheduling Pick up.** Dell will assign Dell's Logistics Provider for pick up and return of the Dell APEX System. Dell's Logistics Provider will contact the Customer to confirm the unit count of Dell APEX System and schedule for pick up at the Site. Pick up will occur at a mutually agreeable date during local business hours, Monday – Friday 8:00am to 5:00pm (local time). This is typically three business days after the date of contact, but no later than 30 days from the end of the Subscription Term or Monthly Renewal Term(s), as applicable.
- (2) **Changes/Cancellations.** Customer must provide two (2) business days' notice prior to the scheduled date for Asset Return or may incur additional fees.

C. Pick Up and Return to Dell. Dell's Logistics Provider shall:

- (1) **Upon** arrival, contact the Customer's site representative and proceed to the pick-up Site;
- (2) **Record** a unique serial number / service tag number for each unit of Dell APEX System and record the number of units of Dell APEX System being removed from the Site;
- (3) Bulk package the Dell APEX System using pallets, slip sheets and shrink wrap (Note: the Dell APEX System will not be individually boxed – see Customer Responsibilities);
- (4) Provide Customer with a Shipping Document for signature before leaving the Site.

D. Asset Return Customer Responsibilities are:

- (1) **General.** THE CUSTOMER SHALL BACKUP ANY DATA THE CUSTOMER DESIRES

TO RETAIN PRIOR TO DELL APEX SYSTEM BEING MADE AVAILABLE TO DELL.
Dell does not perform restoration of any data or software from the Dell APEX System.

- (2) **Pick Up.** Prior to pick up of the Dell APEX System, the Customer shall:
- a. Have contacted Dell or their Services Delivery Manager for appropriate approval/return authorization;
 - b. Declare, at time of pick-up scheduling, any Site access issues, security restrictions, union labor requests, certificate of insurance requirements, dock restrictions or time restrictions;
 - c. Remove all confidential, proprietary, sensitive or other non-public data and any third-party software not included in Section 1.1.A of the Service Offering Description from any and all Dell APEX Systems;
 - d. Uninstall seismic bolt, if it is installed, from rack;
 - e. Take Dell APEX System off network and power down the Dell APEX System to be removed;
 - f. Remove from Dell APEX System and retain all loose data storage media;
 - g. Verify Dell APEX System contains only computer hardware and no other products such as appliances, office equipment, biohazard waste, biohazard equipment, materials, packaging or boxes;
 - h. Verify Dell APEX System is complete and properly assembled as the value for Dell APEX System that has been disassembled (for example, hard drives, memory or batteries missing from the system) may be reduced or eliminated;
 - i. Decommission the Dell APEX System and clearly separate such Dell APEX System from other equipment not for pick up;
 - j. Provide a Site representative to direct Dell's Logistics Provider to the Dell APEX System to ensure correct equipment is removed by Dell's Logistics Provider.
 - k. In case of Customer Provided Equipment, identify, power off and label Dell's equipment before/after the Dell's Logistics Provider shows up on Site

(3) **Customer Data Removal and Data Back-Up Obligation.**

- a. The Customer represents and warrants that Customer has removed all confidential, proprietary, sensitive or other non-public data from the Dell APEX System prior to Dell retaking possession as described in Section 5 of this Service Offering Description.
- b. Dell will not have any responsibility for any restoration of data or software on the Dell APEX System. Customer must back up its data before Dell performs any remedial, upgrade or other work on the Dell APEX Service. If applicable law prohibits exclusion of liability for lost data, then Dell will only be liable for the cost of the typical effort to recover the lost data from Customer's last available back-up.
- c. If Customer breaches any of its obligations or warranties outlined in this document, Dell shall not be liable for any damages resulting from the Customer's breach. Alternatively, the Customer may incur additional fees and expenses for any resulting additional time or materials, loss or damage incurred by Dell or its providers.