



**Offering Description**

**Dell Technologies Cloud Platform with  
Subscription**

**Dated as of May 15, 2020**

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## 1. **Introduction.**

1.1 **Subscription Offering.** Dell Technologies Cloud Platform with Subscription (the “Subscription Offering”) is a subscription offering that brings VMWare Cloud Foundation on VxRail hardware to a customer’s on-premises environment.

A. **Features of the Subscription Offering.** The Subscription Offering has the following features:

- (1) VMware Cloud Foundation (“VCF”) running on VxRail consisting of:
  - a. VMware vSphere ESXi™
  - b. VMware SDDC Manager
  - c. VMware vRealize Suite
  - d. VMware NSX® Data Center for vSphere® to power networking
  - e. VMware vSAN™ aggregating host-based storage into a shared datastore
- (2) Supplier supplied hardware – VxRail, Power switches, racks, etc.
- (3) Access to the firmware, drivers and BIOS updates from Supplier
- (4) Supplier deployment of certain components of the Subscription Offering as specified in Appendix A
- (5) Ongoing support from Supplier for the Subscription Offering
- (6) Subscription Offering recovery at the end of the subscription

## 2. **Additional Information and Applicable Legal Terms.**

2.1 **Technical Documentation and Training.** Documents are available at [www.dellemc.com/cloud](http://www.dellemc.com/cloud).

### 2.2 **Legal Terms.**

Use of the Subscription Offering is subject to the Subscription Schedule (“Schedule”). The order of precedence for this Offering Document and the Schedule is stated in the Schedule. If VMware has approved Customer utilizing its VMware Enterprise License Agreement (ELA) or VMware Cloud Provider Program (“VCP”) for entitlement to the VMware software in Section 1.1A(1), then Customer’s license to the software is pursuant to the terms and conditions of the ELA or VCP agreement with VMware. Notwithstanding the Schedule, 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. Usage Data.**

#### **3.1 Privacy.**

Supplier and its group of companies may collect, use and share information, including limited personal information from our customers in connection with the deployment of this telemetry collector ("Collector"). Supplier will collect limited personal data when Customer utilizes the Subscription Offering and provides Supplier with details such as name, contact details and the company. For more information on how Supplier uses personal information, including how to exercise data subject rights, please refer to the Dell Privacy Statement which is available online at <https://www.dell.com/learn/us/en/uscorp1/policies-privacy-country-specific-privacy-policy>.

#### **3.2 Telemetry Collector.**

This Collector gathers system information related to the hardware, such as diagnostics, configurations, usage characteristics, performance, and deployment location (collectively, "System Data"), and it manages the remote access and the exchange of the System Data with Dell Inc. or its applicable subsidiaries (together, "Dell"). This Collector is Dell Confidential Information and Customer may not provide or share it with others. Other than enabling the Collector to run, Customer does not have a license to use it. Customer consents to Dell's connection to and remote access of the product containing the Collector and acknowledges that Dell will use the System Data transmitted to Dell via the Collector as follows ("Permitted Purposes"):

- remotely access the Subscription Offering and Collector to install, maintain, monitor, remotely support, receive alerts and notifications from, and change certain internal system parameters of the Subscription Offering and the Customer's environment, in fulfillment of applicable warranty and support obligations;
- provide Customer with visibility to its actual usage and consumption patterns of the Subscription Offering;
- utilize the System Data in connection with predictive analytics and usage intelligence to consult with and assist Customer, directly or through a reseller, to optimize Customer's future planning activities and requirements; and
- "anonymize" (i.e., remove any reference to a specific customer or individual) and aggregate System Data with that from products of other customers and use such data to develop and improve products.

Customer may disable the Collector at any time, in which case all the above activities will stop. Customer acknowledges that this will limit Supplier's ability and obligations (if any) to support the Subscription Offering.



The Collector does not enable Dell or their service personnel to access, view, process, copy, modify, or handle Customer's business data stored on or in the Subscription Offering. System Data does not include personally identifiable data relating to any individuals.

#### **4. Service Operations.**

##### **4.1 Service Location.**

The Subscription Offering is deployed at the street address location that Customer specified when ordering the Subscription Offering ("Service Location"). The Subscription Offering will be shipped to the Service Location. Customer must allow Supplier's authorized technician access to the Service Location in a timely manner for the following activities:

- (1) Initial site survey –Initial site survey information is collected through the ordering process. Supplier will contact Customer to verify that information and will work with Customer to complete the configuration workbook. Customer acknowledges that delays in providing information for the site survey or the configuration workbook may cause delays in the completion of subsequent Subscription Offering activities by Supplier.
- (2) Installation of the system and activation of Subscription Offering.
- (3) Remediation of a problem with the Subscription Offering (e.g., needing to replace faulty hardware) where the issue cannot be addressed remotely.
- (4) Retrieval of the Subscription Offering from Customer's Service Location(s).
- (5) If Customer utilizes its ELA or VCPP entitlements from VMware for entitlement to the VMware software, Customer must provide Supplier with software license key information during the ordering process.

Any delays or restrictions in providing access to the Service Location (for example, if Customer restricts access on weekends, restricts access during certain hours or restricts access for other Customer processes or conditions at the Service Location when the Subscription Offering hardware arrives) will affect the response times(s) Supplier provides for any required on-site activities.

##### **4.2 Capacity Management.**

Customer is responsible for capacity management of the Subscription Offering. Supplier requires that 30% unused space ("slack space") be maintained in the vSAN datastore within the Subscription Offering, in order to support operation of the Subscription Offering. Adequate slack space is required for use of the vSAN datastore. If storage free space falls below 25%, it is possible that Customer could lose the ability to utilize the Subscription Offering, and the environment could become inoperable.

##### **4.3 Support Terms.**



Supplier is the single point of contact for all Subscription Offering support requests, even if Customer is utilizing its VMware ELA and VCPP software entitlements. See Appendix A to this Offering Description for additional information on Supplier's commitments regarding support and other services.

#### **4.4 Restriction on Modification of Systems.**

The Subscription Offering hardware is a closed system, for use solely with the Subscription Offering. Customers are not allowed to modify the Subscription Offering hardware except as expressly permitted by Supplier.

When Customer receives the system at its premises, Customer must not open or disturb the package containing the system and keep the package in a safe location at Customer's premises until Supplier's authorized technician arrives to unbox the system, set it up, establish the configuration, and power it on. Thereafter, problems with the system will be handled through the support process. Customer may not move the Subscription Offering from the Service Location agreed by Supplier.

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

If Customer modifies the system, except as expressly permitted by Supplier, it may result in relieving Supplier of support obligations, and Supplier may choose to discontinue or suspend the Subscription Offering at the compromised location, and/or terminate Customer's subscription.

#### **4.5 Subscription Offering Hardware.**

Title to the Subscription Offering remains at all time with Supplier. Customer acquires no right or interest in the Subscription Offering by virtue of ordering a subscription to the Subscription Offering except as provided in this Offering Description and the Schedule.

Supplier reserves the right to replace the Subscription Offering hardware at Customer's location(s) at any time for any reason. Supplier also reserves the right to reuse Subscription Offering hardware for different customers when appropriate. If Supplier elects to provide previously deployed hardware to a customer, the hardware that is delivered will have all previous data and configurations deleted completely.

At Supplier's discretion, Subscription Offering hardware may be refreshed by Supplier or Supplier's authorized technician.

#### **4.6 Security.**

Customer is responsible for ensuring the physical security of the Subscription Offering hardware at each installation location. Customer is responsible for any damage to the Subscription Offering at the Service Location. Customer is responsible for maintaining the configuration. Customer is



also responsible for managing the information security, the network security, patching, vulnerability scans of the system, and performing security monitoring of the system.

#### **4.7 Customer Content.**

Supplier hereby disclaims any and all liability for any restoration of any data, including all text, sound, video or image files, and software or other information that Customer uploads to the Subscription Offering (“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 Supplier access to the Subscription Offering, 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 Subscription Offering 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 Subscription Offering.

#### **4.8 Warranty.**

- A. Limited Warranty.** For this Subscription Offering, Supplier will exercise reasonable care to maintain the ability of the Subscription Offering to perform substantially in accordance with this Offering Description. For any breach of the foregoing warranty, Supplier's entire liability and Customer's exclusive remedies shall be for Supplier to use reasonable efforts to remedy material deviations from the Offering Description in accordance with Appendix A, Support Terms. Customer shall promptly provide Supplier with written notice of any material deviations of which it becomes aware.
  
- B. Exclusions.** Supplier shall not be responsible for, and shall have the right to charge Customer for, and Customer shall promptly pay any charges for, Subscription Offering related problems that arise from (i) accident or neglect by Customer or any third party; (ii) any third party items or services with which the Subscription Offering is used or other causes beyond Supplier's control; (iii) installation, operation or use not in accordance with Supplier's instructions or the applicable documentation; (iv) use in an environment, in a manner or for a purpose for which the Subscription Offering was not designed; (v) modification,



alteration or repair except as expressly authorized by Supplier or its authorized representatives; or (vi) in case of Subscription Offering hardware only, causes attributable to normal wear and tear. Supplier has no obligation whatsoever for Subscription Offering software installed or used beyond the licensed use or for Subscription Offering hardware which was moved from the Service Location without Supplier's consent or whose original identification marks have been altered or removed.

- C. No Further Warranties; Disclaimer.** Except as expressly stated herein, and to the maximum extent permitted by applicable law, with regard to the Subscription Offering, support or any other items or matters arising hereunder, Supplier (including its Suppliers) makes no other express warranties, written or oral, under this Offering Description and disclaims all implied warranties, in so far as permitted under applicable law, all other warranties are specifically excluded, including but not limited to, the implied warranties of merchantability, fitness for a particular purpose, title and non-infringement, and any warranty arising by statute, operation of law, course of dealing or performance or usage of trade. Supplier and its Suppliers do not warrant that the Subscription Offering will operate uninterrupted or that it will be free from defects or that it will meet Customer's requirements.
- D. Customer's Operating Environment Warranty.** Customer shall, at its expense, operate the Subscription Offering with reasonable care and in accordance with the Offering Description, and keep the Subscription Offering located at the Service Location free and clear from any liens or encumbrances. Supplier 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. Supplier disclaims any liability for Customer's failure to maintain a data back-up process.

## **5. Business Operations.**

### **5.1 Pricing.**

Pricing for the Subscription Offering is based on configuration of the system. Pricing may vary depending on the number and type of hosts. For details on pricing, consult Customer's sales representative.

### **5.2 Billing.**

Customer will be billed monthly for the Subscription Offering 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 Subscription Offering.



### **5.3 Subscription Term and Expansion.**

The Subscription Offering is offered for a committed term subscription of either one or three years as identified in Customer's quote. Customer's initial Subscription Term and charges for the subscription begin on the first day of the month following the Deployment of the Subscription Offering at Customer's Service Location. If Customer utilizes the Subscription Offering after Deployment but prior to the beginning of the Subscription Term, this Offering Description and the Agreement apply to Customer's use of the Subscription Offering. Deployment shall mean the date on which Supplier, in its sole discretion, completes the installation and establishes the configuration of the Subscription Offering at the Service Location. The Subscription Offering is not transferrable.

If Customer desires additional nodes after the initial order, Customer may add nodes to the Subscription Offering during Customer's Subscription Term by placing an order for additional node(s) so long as such orders are placed three months before the end of Customer's Subscription Term. The Subscription Term for these expansion nodes will be the same as the original Subscription Offering. Additional charges will apply for added nodes. Such charges will begin on the first day of the month following the Deployment of the additional nodes in Customer's Subscription Offering at the Service Location. If Customer utilizes the additional nodes after Deployment but prior to the commencement of charges, this Offering Description and the Agreement apply to the use of those additional nodes. If Customer desires additional nodes within three months of the end of the Customer's Subscription Term, please contact Customer's sales representative to renew Customer's Subscription Term and order additional nodes.

### **5.4 Notice and Renewal.**

If Customer does not intend to use the Subscription Offering after the Subscription Term, Customer must provide Supplier with written notice of Customer's intent to terminate no later than two calendar months before the end of any such Subscription Term by sending Supplier written notice to [dtcloud.endofservice@dell.com](mailto:dtcloud.endofservice@dell.com).

If Customer wishes to use the Subscription Offering after the Subscription Term, Customer can renew for either a one-year or three-year term, for a total term of not to exceed six years from the date of the original Deployment, or Customer can purchase a new subscription.

If Customer has not renewed its subscription, not purchased a new subscription, nor provided Supplier with notice of Customer's intent to terminate the subscription, the subscription will continue after Customer's initial Subscription Term on a monthly basis ("Monthly Renewal Term") and Customer will be billed monthly at the Monthly Renewal Rate until Customer either renews its subscription, purchases a new subscription or cancels the Monthly Renewal Term(s). Customer may cancel the Monthly Renewal Term by providing Supplier with at least two-calendar months written notice of Customer's intent to terminate the Monthly Renewal Term by sending written notice to [dtcloud.endofservice@dell.com](mailto:dtcloud.endofservice@dell.com). Such notice must be received before the first day of the month to avoid additional Monthly Renewal Terms. The Monthly Renewal Rate is calculated by taking the monthly price for the one-year subscription renewal to the Subscription Offering, as of the last day of the Subscription Term, and multiplying it by 1.25.



## **5.5 Suspension and Re-Enablement.**

During the time Customer's access to and use of the Subscription Offering is suspended for any reason as provided in the Schedule, Supplier may require Customer to restrict access to the Subscription Offering.

Supplier will not support the Subscription Offering during the period of suspension. Re-enablement of Customer's access to the Subscription Offering will be initiated promptly upon resolution of the issues that led to suspension, and access to the Subscription Offering(s) may be restored. Failure to resolve the reason for suspension will result in termination of Customer's access to and use of the Subscription Offering, as provided in the Schedule.

## **5.6 Termination of the Subscription Offering.**

Termination of the Subscription Offering will result in permanent loss of access to the environments, discontinuation of services, and a deletion of the environments and configurations pursuant to Supplier practices. Notwithstanding the foregoing, if Customer wishes to extract Customer Content from the Subscription Offering (to the extent Customer has not already done so prior to termination of Customer's Subscription Term), Customer must notify Supplier before Supplier's authorized technician removes the Subscription Offering hardware from Customer's premises, and, subject to additional fees, Supplier will assist Customer in extracting Content from the Subscription Offering. Customer will be responsible for all fees associated with Content extraction. If Customer does not notify Supplier before Subscription Offering hardware removal, Customer's Content will be permanently deleted and will not be recoverable.

## **5.7 Cancellation.**

Customer cannot cancel or terminate the subscription prior to the expiration of the committed Subscription Term that Customer purchased. Customer may stop using the Subscription Offering at any time, but Customer is liable for all charges for the subscription, regardless of whether Customer actually uses the Subscription Offering for the entire Subscription Term. There is no refund for any committed charges that Customer paid at the time Customer purchased its subscription, regardless of whether or not Customers actually uses the Subscription Offering for the entire Subscription Term. If Customer is on a Monthly Renewal Term (that is, if Customer has not purchased a new or renewal subscription after expiration of Customer's initial committed Subscription Term but Customer is continuing to use or possess the Subscription Offering), Customer may stop using the Subscription Offering at any time during the month, but Customer is obligated for monthly fees at the Monthly Renewal Rate until Customer provides Supplier with written notice of Customer's intent to terminate the Monthly Renewal Terms for the Subscription Offering in accordance with Section 5.4 above.

## **5.8 Decommission of Subscription Offering Hardware.**

If Customer has elected to terminate its subscription at the end of Customer's committed Subscription Term or Monthly Renewal Term(s), Customer will have 30 days from the time Supplier notifies Customer, or if no notice is provided from the last day of the Subscription Term



or Monthly Renewal Term(s), as applicable, within which to delete Customer's Content from the system. At the end of 30 days, Supplier's authorized technician will remove the system from Customer's premises. If Customer has not deleted its Content from the system, it will be deleted by Supplier.

#### **5.9 Retaking Possession of the Subscription Offering.**

Upon termination of Customer's subscription, with notice to Customer and in accordance with local law, Supplier or Supplier's authorized technician may enter upon Customer's premises where any of the Subscription Offering(s) are located to recover the Subscription Offering. Customer is responsible for ensuring that Customer's Content has been removed from the system, within the time period specified in the Decommission Section 5.8 above.

In the event Supplier terminates this Subscription Offering pursuant to Sections 5.2 or 5.3 of the Schedule, Customer shall be responsible for the payment of the actual documented costs and reasonable attorney's fees incurred by Supplier in retaking possession of the Subscription Offering and/or seeking to recover amounts due.



## **Appendix A**

### **Support Terms**

#### **1.1 Overall Scope.**

- A. The support features include:
- (1) Rack Integration, including:
    - a. Planning, coordination, physical installation, cabling and labeling (Ethernet/Infiniband/Power cables per unit), power-up test, configuration of the Subscription Offering in the data center server cabinet, and delivery of the Subscription Offering.
    - b. Further information, details and applicable terms are in Section 1.2 of this Appendix A below.
  - (2) Supplier Pro Deploy Plus, including:
    - a. Deployment of the Subscription Offering at the Service Location.
    - b. Further information, details and applicable terms are in Section 1.3 of this Appendix A and at this link:  
[https://www.dell.com/learn/us/en/uscorp1/legal\\_docs/prodeploy-plus-for-enterprise-sd-en.pdf](https://www.dell.com/learn/us/en/uscorp1/legal_docs/prodeploy-plus-for-enterprise-sd-en.pdf)
  - (3) Pro Support Plus for Enterprise with Mission Critical support, including:
    - a. Access to specialized technical support from the Supplier for troubleshooting assistance with the Subscription Offering.
    - b. On-site dispatch of a technician and/or delivery of replacement parts to the Customer's site to address issues with the Subscription Offering.
    - c. Access to a remote Technology Service Manager (TSM).
    - d. Collaborative Assistance if issues arise with an eligible third-party vendor's products.
    - e. System Software Support for the Subscription Offering from Supplier.
    - f. Further information, details and applicable terms and conditions are at this link:  
<http://www.delltechnologies.com/content/dam/digitalassets/active/en/unauth/offering-overview-documents/services/h16454-dellemc-prosupport-plus-option.pdf>
  - (4) Asset Return, including:



- a. Scheduling pick-up of the Subscription Offering hardware and return to Supplier.
- b. Further information, details and applicable terms are in Section 1.4 of this Appendix A below.

## 1.2 Rack Integration.

### A. Summary of Rack Integration

The objective is to provide for the planning, coordination, physical installation, cabling and labeling (Ethernet/Infiniband/Power cables per unit), power-up test, and configuration of the Subscription Offering into the data center server cabinet. After completion, Supplier will provide a document that includes rack name, server type, service tag, and U-location of the Subscription Offering ("Rack Configuration Document"). Supplier will then ship and deliver the fully populated Subscription Offering to Customer's Service Location. Delivery includes inside delivery at the Service Location.

### B. Tier 4 Validation & Configuration

- (1) Perform hardware health check (i.e. amber lights or failed parts)
- (2) Check/Flash BIOS, BMC, FCB/FT firmware
- (3) Apply asset tagging
- (4) Set raid arrays
- (5) Network topology testing (i.e. cable speed test)
- (6) Including reconfiguration of RSR image, if applicable.
- (7) Electronically verify elevation per rack design
- (8) Capture/Create MAC address report

### C. Integration of hardware into rack:

- (1) Unpack all hardware and inspect all prior to installation.
- (2) Perform initial system power-on and boot of all hardware 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:
    - i) Mount rack related hardware (such as rails, brackets and tray) onto the rack.
    - ii) Mount the servers into the rack.
    - iii) 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 (Cat 6, Infiniband, Fiber, SAS, 10GbE, if applicable) to the servers.
- e) Label all network and power cables, per device. Label rack and all other hardware, 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, Supplier will update the Rack Configuration Document with the following information.
  - i) Rack Name / Label
  - ii) Server Type / Label
  - iii) Service Tag Numbers
  - iv) MAC Addresses
  - v) Rack Unit Location

D. Shipping of the integrated rack:

- (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 Customer's Service Location.

E. Delivery of the integrated rack:

- (1) Upon arrival at Customer's Service Location, Supplier 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 hardware or obstacles to accommodate delivery area limitations.
  - c) Logistics carrier will leave Service Location after delivery, and any further review or assessment by Customer of the Subscription Offering will be coordinated with Supplier directly.



- (2) Supplier will dispose of all packaging materials. This includes removal of the shipping solution upon the carrier's departure from the Customer's Service Location.
- F. Rack Integration Completion
- (1) Customer will acknowledge by signing the Bill of Lading (BOL) or manifest forms of Supplier's carrier.
- G. Other Provisions
- (1) Supplier may perform all or part of the rack integration services off-site at Supplier's or other location.
  - (2) From time to time, Supplier may change the location where services are performed and/or the party performing the services; provided however, Supplier shall remain responsible to Customer for the delivery of the Subscription Offering.

### 1.3 Additional Information regarding Pro Deploy Plus.

- A. Supplier will:
- (1) Validate Subscription Offering's top of rack switch configuration meets the requirements for VCF on VxRail implementation
  - (2) Initialize cluster and assign all IP addresses
  - (3) Install supported ESXi hypervisor, as necessary
  - (4) Confirm component drivers and firmware are at latest supported version, update as necessary
  - (5) Create vSAN Datastore
  - (6) Install vCenter and add cluster nodes in vCenter
  - (7) Add a node to an existing VxRail cluster
  - (8) Perform VxRail Secure Remote Services (SRS) setup and verify that SRS deployment and activation is successful
  - (9) Install components via automation:
    - SDDC Manager
    - VI Workload Domains
    - vCenter and Platform Services Controllers
    - NSX (NSX-V and/or NSX-T)
    - vRealize Products:
      - Operations Manager (vROPS)
      - Log Insight (vRLI)
      - LifeCycle Manager (vRSLCM)



- (10) If applicable, install Customer's separately obtained license keys for the VMware licenses for the VxRail cluster and VCF components
- (11) Register Customer to receive product alerts

B. For PowerSwitch components:

- (1) Unpack and inspect hardware
- (2) Rack, mount, and/or position the Subscription Offering and its components
- (3) Install and route power cables
- (4) Install and route data cables
- (5) Power on equipment
- (6) Check for error lights; obvious issues
- (7) Update hardware's software or firmware
- (8) Configure out-of-band management port
- (9) Demonstrate switch functionality

C. Excluded from Subscription Offering deployment:

- (1) Any configuration of non-Supplier 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) Custom certificate replacement
- (6) NSX configuration or tuning
- (7) vRA or vRO
- (8) VMware Horizon
- (9) vSAN deduplication and compression
- (10) vSAN Data at Rest Encryption
- (11) Region B (DR site)
- (12) Stretched-cluster
- (13) Any extra add-on options or services such as Disaster Recovery (DR) with either RP4VM or vSphere replication, etc.
- (14) Network topology or performance assessment

## 1.4 Asset Return.

A. Definitions and Terms

- (1) As used in this Appendix A, the following definitions will apply:



- a. "Supplier's Logistics Provider" means the logistics provider acting on instructions from Supplier.
- b. "Serial Number" means the unique identifier assigned to a unit of Subscription Offering hardware by the manufacturer.
- c. "Subscription Offering hardware" means the hardware provided by Supplier for the Subscription Offering.
- d. "Shipping Document" means Supplier's Logistics Providers waybill, bill of lading or piece count documentation.
- e. "Site" will mean the Service Location or other location, as agreed by Customer and Supplier for Subscription Offering asset recovery.

B. Scheduling.

- (1) Scheduling Pick up. Supplier will assign Supplier's Logistics Provider for pick up and return of Subscription Offering hardware. Supplier's Logistics Provider will contact the Customer to confirm the unit count of Subscription Offering hardware 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 Supplier. Supplier'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 Subscription Offering hardware and record the number of units of Subscription Offering hardware being removed from the Site;
- (3) Bulk package the Subscription Offering hardware using pallets, slip sheets and shrink wrap (Note: the Subscription Offering hardware 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

- (1) General. THE CUSTOMER SHALL BACKUP ANY DATA THE CUSTOMER DESIRES TO RETAIN PRIOR TO SUBSCRIPTION OFFERING HARDWARE BEING MADE AVAILABLE TO SUPPLIER. Supplier does not perform restoration of any data or software from

**Subscription Offering hardware.**

- (2) **Pick Up.** Prior to pick up of the Subscription Offering hardware, the Customer shall:
  - a. Have contacted Supplier 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 Offering Description from any and all Subscription Offering hardware;
  - d. Uninstall seismic bolt, if it is installed, from rack;
  - e. Take Subscription Offering hardware off network and power down the Subscription Offering hardware to be removed;
  - f. Remove from Subscription Offering hardware and retain all loose data storage media;
  - g. Verify Subscription Offering hardware contains only computer hardware and no other products such as appliances, office equipment, biohazard waste, biohazard equipment, materials, packaging or boxes;
  - h. Verify Subscription Offering hardware is complete and properly assembled as the value for Subscription Offering hardware that has been disassembled (for example, hard drives, memory or batteries missing from the system) may be reduced or eliminated;
  - i. Decommission the Subscription Offering hardware and clearly segregate such Subscription Offering hardware from equipment not for pick up; and
  - j. Provide a Site representative to direct Supplier's Logistics Provider to the Subscription Offering hardware to ensure correct equipment is removed by Supplier's Logistics Provider.
  
- (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 Subscription Offering hardware prior to Supplier retaking possession as described in Section 5 of this Offering Description.
  - b. Supplier will not have any and all liability for any restoration of data or software on Subscription Offering hardware. Customer must back up its data before Supplier performs any remedial, upgrade or other work on the Subscription Offering. If applicable law prohibits exclusion of liability for lost data, then Supplier 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 Appendix, Supplier 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 Supplier or its providers.