VCE Implementation Service for Advanced Management Platform – AMP-2S Compute Add-On

Model Number: PSVC-VAIA-00-01

Service Description

VCE System Management Infrastructure ("MI") provides a flexible and efficient solution for integrating VCE Converged Infrastructure systems ("VCE Systems") into customer data center operations. Our technical experts provide VCE best practices to install and configure AMP-2S for a stable validated platform for Converged Infrastructure management operations. It accelerates adoption of VCE System technologies by providing operational control and visibility to the entire system. MI supports the resource needs of management and orchestration workloads required to operate VCE Systems.

The *VCE Implementation Service for Advanced Management Platform – AMP-2S Compute Add-On* service ("Service") supports adding an additional Cisco UCS C-Series Rack Server to a new AMP-2S being installed and configured in the VCE Factory. This Service must not be sold alone. Quote this service only to accompany the *VCE Implementation Service for Advanced Management Platform - AMP-2S Base* (PSVC-VAIS-00-01) service offering.

This Service may be sold in multiples to scale the AMP-2S solution to a maximum server count of twelve (12). The first two (2) Cisco UCS C-Series Rack Servers are included in the *VCE Implementation Service for Advanced Management Platform - AMP-2S Base* (PSVC-VAIS-00-01) Service which implies that a maximum of ten (10) instances of this Service can be included to support a single AMP-2S.

Project Scope

Service personnel or authorized agents ("Service Personnel") shall work closely with Customer's staff to perform the services, subject to the Customer satisfying the "Customer Responsibilities" detailed in this document. VCE:

- Meets with the Customer to validate that the environment and operational implementation requirements (for example, hardware, software, and infrastructure) are met by the Customer, and provides the Customer with a list of required or beneficial updates.

- Plans and estimates a schedule for the installation and/or configuration tasks for the Services.

- Performs physical environment validation per the *VCE Physical Build Guide* by verifying the installation of the additional AMP-2S Management Servers.

- Configures the additional AMP-2S Management Server which includes updating CIMC firmware version using KVM and configuring CIMC, CIMC BIOS, and RAID devices.

- Configures the AMP-2S Management Network Switches.

- Installs and configures VMware ESXi on the additional AMP-2S Management Server.

- Configures AMP-2S Management Server Cluster for the additional Management Server.

- Initiates internal LBE QA process and shutdown procedure.

- Performs field deployment tasks for the Management Platform by conducting final configuration of one (1) additional AMP-2S Management Server.

- Verifies the installation and/or configuration results.

- Reviews the VCE Advanced Management Platform – AMP-2S testing requirements with the Customer-assigned resource(s). This will be an extension of the associated VCE System Test Plan.

- Conducts a basic product Functional Overview to familiarize the Customer with the implemented VCE Advanced Management Platform – AMP-2S. This will be an extension of the associated VCE System Functional Overview.

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 frequency of the meetings will be mutually agreed upon by the Customer and VCE.

- Coordinates project closeout, review, and sign-off.

Deliverables

VCE will provide Customer with the following Deliverables in connection with the Services:

- Approved VCE Logical Configuration Survey ("LCS") - forms part of deliverable to support associated VCE System.

- *VCE Test Plan* - forms part of deliverable to support associated VCE System.

- Functional Overview/Knowledge Transfer - forms part of deliverable to support associated VCE System.

- *VCE Configuration Reference Guide* ("CRG") - forms part of deliverable to support associated VCE System.

- VCE Milestone Completion Form ("MCF").

VCE Staffing

VCE will provide appropriate VCE Personnel to perform the Services specified in the "Project Scope" section above.

Customer Responsibilities

Customer's timely provision to VCE of office accommodations, facilities, equipment, assistance, cooperation, complete and accurate information and data from Customer officers, agents, and employees, suitably configured computer products, and network access is essential to the performance of the Services set forth in this document. Customer assumes full responsibility for data recovery. VCE assumes no responsibility or liability for any loss of, damage to, loss of access to, or corruption of data, including unrecoverable data in connection with the Services.

The following are the additional responsibilities of Customer:

- Make appropriate system maintenance windows available for Service Personnel as needed to prepare equipment.

- Provide at least one technical contact with system administration responsibilities and appropriate levels of access privileges to systems and information necessary to perform this Service.

- Complete pre-deployment Checklists that VCE will provide, for tasks that need to be completed prior to VCE involvement and/or arrival on site, as applicable.

- Provide access to the internet to download the software for the implementation.

- Ensure that the firewall ports required for VCE System integration are open.

- Provide VCE with reasonable access to Customer's functional, technical, and business staff as necessary for VCE to perform the Services. VCE recognizes that Customer's staff is dedicated to the daily operations of the facilities, and VCE will use reasonable efforts to limit the demands on Customer's staff to the best of its ability.

- Provide at least one technical contact with system administration responsibilities and appropriate system/information access privileges.

- Make appropriate system maintenance window(s) available for Service Personnel as needed to prepare equipment.

- Ensure that all environment, technical and operational requirements are met prior to commencement of the Services.

- Provide Service Personnel with access to the Customer's subject matter experts, systems and networks (including, without limitation, remote systems/ network access) necessary to perform the Services during VCE's normal business hours (or other mutually agreed upon times).

- Complete questionnaires supplied by VCE within required timelines.

- Manage interface with Customer's technical support and application teams, including all vendors and third parties, as necessary.

- Ensure that authorized representatives of the Customer will perform activities, attend meetings, make decisions, and complete documentation requested by VCE in a timely fashion and in accordance with the times specified in the agreed project plan. Such activities include project kickoff, project planning, attending interviews, responding to questionnaires and surveys, and agreeing upon an implementation test plan.

- Assign a 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 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 customer on all items of discussion.

- Be responsible for, and assume any risk associated with any problems resulting from the accuracy, content, completeness, and consistency of any data, materials, or information supplied by the customer.

- Acknowledge receipt and acceptance/rejection of all deliverables associated with the Service as quickly as commercially reasonable, but in all events within ten (10) business days of delivery (not including local public holidays). Customer will use the VCE MCF to indicate acceptance of deliverables. If such acknowledgment is not received within this period, all deliverables will be deemed acknowledged and accepted.

- Obtain and provide all appropriate software licenses necessary to deliver the Service, including, but not limited to, licenses for third-party software.

- Restrict and prevent VCE access to data not pertinent to the Service, including, but not limited to, personally identifiable information.

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. Customer shall have twelve (12) months from the date of purchase to complete the Service ("Service Period"), after which this Service shall automatically expire and will be null and void. No refund will be due or paid to customer for unclaimed or incomplete work. VCE provides personnel on-site for up to five (5) days to complete this Service.

Services Scope Changes

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

Services Scope Exclusions

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

- The installation and configuration of VCE Optional Management Workloads and Ecosystem Management Workloads.

- Procurement of the VCE Systems, as well as any additional hardware and software.

- Development of custom solutions including, without limitation, scripting.

- Third-party application support.

- Any configuration work to non-virtualized bare-metal servers.

- Operational process documentation or "Run Books".

- Any database/application installation and/or re-platforming.

- Physical or virtual migration 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.

PROFESSIONAL SERVICES TERMS AND CONDITIONS

The following terms and conditions govern this document:

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 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 ten (10) days after Customer is presented with a milestone completion form or other statement of completion by VCE. VCE MAKES NO WARRANTIES, EXPRESS OR IMPLIED, IN THIS DOCUMENT.

The Service price is based on the VCE System configuration and Service version number determined by VCE as part of the configuration process. The Service purchased is listed on the VCE quote by replacing the variable values in the parentheses in the above Service part number with the appropriate corresponding configuration and version values. The quoted Service price is comprised of a base fee plus a per-cabinet calculated amount.

Effective for orders placed on or after Month Day, 2016.