

# VCE RESIDENCY FOR CONVERGED INFRASTRUCTURE SYSTEMS - SPECIALIZED RESOURCE

PSAS-R040-00-A01

## Service Overview

The VCE™ Residency Service for Converged Infrastructure Systems – Specialized Resource PSAS-R040-00-A01 (“Service”) provides a trusted residency resource with expertise and guidance to provide operational assistance and improved management of a customer’s converged or hyper-converged infrastructure environment (“VCE Systems”). A VCE Systems resident (“Resident”) focuses on customer-specific needs and can provide on-site, day-to-day technical support for the VCE Systems. A VCE Systems Resident can also provide post-implementation knowledge transfer to address customer’s resource and skill gaps during new VCE technology adoption.

As part of this Service, VCE provides a Resident with one or more of the following applicable qualifications and expertise:

- Advanced degree of skill set, including heightened experience level and deep industry knowledge.
- In certain circumstances, security clearance(s), as deemed valid and necessary by VCE in its sole discretion.
- Special industry certification(s), which may include the following:
  - VMware Certification
  - Oracle Certification
  - SAP Certification

Depending on the customer’s needs, a Resident may perform an information technology (“IT”) staffing role or provide skill sets in a particular area of VCE Systems such as:

- VCE Systems operation fundamentals, including:
  - Vblock Systems
  - VxBlock Systems
  - VxRack Systems, inclusive of VxRack FLEX and VxRack SDDC (Software Defined Data Center)
  - VxRail Appliances
- Cisco Unified Computing System (“UCS”) and networking
- VMware virtualization
- EMC storage

## Service Scope

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

- Make available an on-site Resident for four (4) weeks (equivalent to twenty (20) standard business days) on a contiguous basis, excluding weekends and local public holidays.
  - Occasional work on Monday to Friday and weekends (excluding public holidays) will be offset by a time-off-in-lieu (TOIL) arrangement where two (2) times the equivalent time (rounded up to a whole or half day) will be taken off during the normal work week.
- Provide regular communication on work that has been conducted and what is planned for the upcoming time period.

## Potential Activities

Examples of potential activities that the Resident may perform includes the following:

- Provide assistance with day-to-day on-site administration of VCE Systems.
- Fill resource and/or expertise gaps, particularly while customers are being trained on new VCE Systems investments.
- Provide on-site assistance with the planning for expansion of converged infrastructure.
- Provide best practices on operations, monitoring, and reporting.
- Provide skills based on customer-specific needs such as project planning, gap analysis, configuration, and operations.
- Augment staff with new or unique skill sets.

## Roles and Responsibilities

- **VCE Resident:** Conducts customer-defined activities that may include hands-on knowledge transfer and/or sharing best practices for configuration, administration, and ongoing infrastructure management.
- **VCE Project Manager:** Coordinates scheduling of VCE engagement-related activities and resources.
- **Customer Project Manager:** Plans and coordinates all customer engagement-related activities of the Resident.
- **Customer Technical Lead:** Manages and owns hardware, storage, networking, and is the technical point of contact for the Resident.

## VCE Staffing

VCE provides appropriate on-site representatives to perform the Services specified in the Service Scope section. In the event of an unplanned Resident absence, VCE will either provide an alternate resource or extend the Service Period to allow for the days missed.

## Customer Responsibilities

The customer must:

- Make reasonable accommodations for the VCE project team for engagement activities at the customer site. These accommodations will include a desk/cubicle, voice telephone, Internet access, and shared access to laser printer, copier, fax, and conference room facilities.
- Provide at least one technical contact with system administration responsibilities and appropriate system/information access privileges.
- Review and acknowledge the communicated activities of the Resident.
- Provide regular feedback that work is progressing to an agreed standard.
- 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 direction to the Resident and 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 the customer on all items of discussion.

- Make appropriate system maintenance window(s) available for VCE (and its authorized agents), as needed.
- Ensure that all environment and operational requirements are met prior to the commencement of the Service.
- Provide Resident with access to the customer's systems and networks (including, without limitation, remote systems and remote network access) as necessary to perform the Service during VCE's normal business hours or at mutually agreed times.
- 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.
- Assume responsibility for determination of its requirements, and retain overall responsibility for any business process impact and any process change implementations. The Service and resulting deliverables may include advice and recommendations. The customer agrees that all decisions in connection with how to implement such advice and recommendations are the responsibility of, and made by, customer.
- Whenever review, consent, confirmation, acknowledgment, approval, or agreement is requested by VCE, it will not be unreasonably withheld, conditioned, or delayed.
- Provide VCE delivery manager with proper and timely notification about issues that may arise over the ability of the Resident to successfully deliver the Service.
- Follow the standard channels for incident reporting, including contacting VCE technical support and logging cases through VCE's website or by utilizing Cisco, EMC, and VMware channels, where applicable.
- 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). The customer will use the VCE *Project Milestone Completion Form* to indicate acceptance of deliverables. If such acknowledgment is not received within this period, all deliverables will be deemed acknowledged and accepted.
- Assume all responsibility for network connectivity, performance, and configuration issues.
- Assume full responsibility for data backup and recovery. VCE is not responsible for any loss of, damage to, corruption of, or unrecoverable data in connection with the Service.
- Restrict and prevent VCE access to data not pertinent to the configuration and deployment of the VCE Systems, 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, 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.

## Service Scope Changes

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

## Service 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:

- Procurement of the VCE System, as well as any additional hardware and software.
- Customized designs for specific customer applications or quality-of-service requirements, including a customized storage layout.
- Providing or procuring of any software licenses, including, but not limited to, VCE™ Vision Intelligent Operations pursuant to this document; the end customer must license software and purchase products via a separate contractual document.
- Travel beyond the metropolitan area for the primary work location, which may require additional travel expenses.
- Development of a hardening design to meet specific security requirements.
- Post-implementation capacity analysis and planning.
- Integration with existing management platforms beyond the routing of alerts to a customer-nominated management server.
- Physical build, logical configuration, or integration of any components not sold as part of VCE Systems.
- Third-party application support unless specifically agreed in writing.
- Any database/application installation and/or replatforming.
- Release Certification Matrix ("RCM") upgrades.
- Architecture or design services.
- Application-level support services.
- Archiving, backup, restoration, business continuance, and/or disaster recovery services.
- Planning, scheduling, and design of workload migrations.
- Expertise beyond the VMware vSphere layer.
- Physical or virtual migration services, except as part of agreed Resident activities.
- Provision of the power, cooling, and environmental standards needed to support VCE Systems.
- Provision of security-cleared project resources to meet government or customer-specific security requirements.
- Any other services offered under separate part number or SKU.

## Terms and Conditions

Customer's issuance of an order to purchase the Service signifies its agreement to the terms and conditions in this document and its acknowledgment that the Service is provided under and is governed by either (a) a separate written agreement between the parties for the delivery of professional services, or in lieu of a signed agreement, (b) the standard VCE™ Professional Services Terms and Conditions available at: [www.vce.com/serviceterms](http://www.vce.com/serviceterms) (the "Governing Agreement").

VCE licensed software is subject to the VCE standard end-user license agreement available at [www.vce.com/noindex/legalterms](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 statement of work (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.

Effective for orders placed on or after May 15, 2017.

## For More Information

More information about VCE solutions and services is available from [www.vce.com](http://www.vce.com) and from your local VCE representative.

## ABOUT DELL EMC

As a member of the Dell Technologies unique family of businesses, Dell EMC serves a key role in providing the essential infrastructure for organizations to build their digital future, transform IT and protect their most important asset, information. Dell EMC enables our enterprise customers' IT and digital business transformation through trusted hybrid cloud and big-data solutions, built upon a modern data center infrastructure that incorporates industry-leading converged infrastructure, servers, storage, and cybersecurity technologies.

Dell EMC brings together Dell's and EMC's respective strong capabilities and complementary portfolios, sales teams and R&D. We seek to become the technology industry's most trusted advisor, providing capabilities spanning strategy development, consultative services and solution deployment and support to help our customers and partners drive the digital transformation of their businesses.

We work with organizations around the world, in every industry, in the public and private sectors, and of every size, from startups to the Fortune Global 500. Our customers include global money center banks and other leading financial services firms, manufacturers, healthcare and life sciences organizations, Internet service and telecommunications providers, airlines and transportation companies, educational institutions, and public sector agencies.