

VCE MIGRATION FOR SHARED MANAGEMENT PLATFORM

PSVC-VSMS-00-A01

Service Overview

VCE Migration for Shared Management Platform (“SMP”) (PSVC-VSMS-00-A01) (“Service”) provides services to migrate the management elements from a customer’s production VCE System (“Managed System”) into an SMP managed environment.

The activities involve the movement of the necessary element managers from the Managed System onto the SMP, and making configuration changes to both the SMP and the Managed System. VCE Vision Intelligent Operations will remain on the Advanced Management Platform (“AMP”) of the Managed System.

The Service also includes a customer knowledge-transfer session. This Service will be delivered with remote resources.

Service Scope

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

- Initiate a kickoff meeting in a timely manner to review project scope, expectations, communication plans, and availability of required resources
- Gather the business and IT requirements, goals, expectations, and success parameters required for the Service
- Determine the engagement process and schedule
- Develop a high-level project plan with critical-path events and milestones
- Complete an assessment and review network connectivity requirements prior to starting the migration work
- Migrate the following management VMs from Managed System AMP to the SMP:
 - VMware vCenter/SQL/Single Sign-On/VMware Update Manager
 - Cisco Nexus 1000V Virtual Supervisor Modules

- VCE System Element Manager
- EMC ESRS
- Verify the element managers are operating and licensed as expected in the Managed System and the SMP
- Conduct a customer knowledge-transfer session of up to two (2) hours, delivered remotely

Roles and Responsibilities

- VCE Consultants: Conduct engagement including preassessment activities, migrating management elements, and executing required configuration changes to the Managed System and the SMP system
- VCE Project Manager: Plans and coordinates all VCE engagement-related activities
- Customer Project Manager: Plans and coordinates all customer engagement-related activities
- Customer Technical Lead: Provides workload, system, storage, and network information for the Managed System and the customer’s environment

Key Activities

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

Task	Responsibility
Project kickoff	All
Assess customer environment review network requirements	All
Migrate element managers	VCE
Conduct customer knowledge-transfer session	All
Wrap-up call	All

VCE Staffing

VCE provides off-site representatives to perform the Services specified in the Service Scope section.

Customer Responsibilities

The customer shall

- Ensure that all environment and operational requirements are met prior to the commencement of the Service.
- Assume all responsibility for network connectivity, performance, and configuration issues.
- Provide all licenses required to license the management VMs being migrated to the SMP
- Ensure that authorized representatives of the customer will perform activities, attend meetings, make decisions, and complete documentation requested by VCE in a timely fashion and in accordance with the times specified in the agreed project plan. Such activities include project kickoff, project planning, attending interviews, responding to questionnaires and surveys, and agreeing upon an implementation test plan.
- Assign a Customer Project Manager with the authority to make project decisions and represent the customer in all matters related to this Service. Customer Project Manager will provide a single consolidated response to any review, approval, change, or decision request.
- Provide at least one Customer Technical Lead with system administration responsibilities and appropriate system/information access privileges.
- Provide Customer Technical Leads with relevant domain, business, and/or technical expertise, as required. Customer Technical Leads are the acknowledged spokespersons for the areas they represent, and the VCE project team requires regular and timely access to them. If Customer Technical Leads are unable to attend a scheduled meeting, then the Customer Project Manager shall represent the customer's staff as the final authority with respect to the customer on all items of discussion.
- Make appropriate system maintenance window(s) available for VCE (including VCE authorized agents) as needed to prepare equipment.
- Be responsible for, and assume any risk associated with any problems resulting from the accuracy, content, completeness, and/or consistency of any data, materials, or information supplied by the customer.
- Provide VCE on-site/off-site representatives 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.
- Make reasonable accommodations for the VCE project team for engagement activities that occur at the installation location. These accommodations may

include a desk/cubicle, voice telephone, Internet access, and shared access to laser printer, copier, fax, and conference room facilities.

- Manage interface with customer's technical support and application teams, including all vendors and third parties, as necessary.
- Assume full responsibility for data backup and recovery. VCE is not responsible for any loss of, damage to, or corruption of data, including unrecoverable data in connection with the Service.
- Restrict and prevent VCE access to data not pertinent to the configuration and deployment of the VCE System including, but not limited to, personally identifiable information.
- Acknowledge receipt and acceptance/rejection of all deliverables associated with the Service as quickly as commercially reasonable, but in all events within ten (10) business days of delivery (not including local public holidays). Customer will use the project milestone completion form supplied by VCE to indicate acceptance of deliverables. If such acknowledgment is not received within this period, all deliverables will be deemed acknowledged and accepted.

Service Schedule

The anticipated Service start date is four (4) weeks after receipt and approval by VCE of the customer's purchase order for this Service or as mutually agreed upon. Delivery of this Service excludes local public holidays. No refund will be due or paid to the customer for unclaimed or incomplete work.

Service Scope Changes

Any changes to the Service, the schedule, charges, or this Service Scope must be agreed upon in writing by VCE. Until changes are agreed to in writing, VCE will continue to perform 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 work stated in this document is included, and any additional work is out of scope of the Service and must be purchased separately. Specifically excluded services include, but are not limited to, the following:

- Procurement of the SMP VCE System or the Managed System, as well as any additional hardware and software.
- Providing this Service on a new VCE System that is not running production workloads.
- Converting an existing VCE System for use as an SMP.
- Consolidating the management elements of multiple existing VCE Systems into a single vCenter on an SMP.

- 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 software, pursuant to this document; the end customer must license software and purchase products via a separate contractual document.
- Development of a hardening design to meet specific security requirements.
- Upgrading to an approved Release Certification Matrix level.
- Interim patches and upgrades that are released but not defined as mandatory and do not require immediate implementation, as determined by VCE.
- Postimplementation capacity analysis and planning.
- Integration with existing management platforms.
- Physical build, logical configuration, or integration of any components not sold as part of the VCE System.
- Third-party application support unless specifically agreed in writing.
- Any database/application installation and/or replatforming.
- Business continuance and/or disaster recovery services.
- Provision of the power, cooling, and environmental standards needed to support a VCE System.
- 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 (the "Governing Agreement").

VCE licensed software is subject to the VCE standard end-user license agreement available at 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 August 19, 2017.

For More Information

More information about Dell EMC solutions and services is available from www.dell EMC.com and from your local representative.