

VxRack Bare Metal System Server Add-on

Model Number: PSVC-VFDG-00-A01

Service Description

This service:

- Provides collaborative planning and deployment services for a Bare Metal VCE VxRack System 1000 with FLEX.
- Gives customers the choice to incorporate their own operating system onto the supported VxRack Systems and is designed to help align the scalability, flexibility, and cost savings associated with a VCE System to operational objectives. Best practices and proven processes help with the goal of a non-disruptive integration of the VCE System into the customer's environment.
- Provides on-site comprehensive planning, installation and configuration of four (4) additional VxRack System Bare Metal server nodes into a single VxRack System.
- You can purchase this service in multiples to scale the System.
- Includes an interactive customer knowledge-transfer session to maximize return on investment for the deployed VCE System. The service is delivered during the customer's normal business hours, unless the customer and VCE agree upon an alternate work schedule.

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 recommended updates.
- Plans and estimates a schedule for the installation and/or configuration tasks for the Services.
- Gathers the business and Information Technology ("IT") requirements, goals, expectations, and success parameters associated with the Service engagement.
- Collects customer-supplied documentation to gain an understanding of the existing customer environment from both an operational and technical perspective.
- Prepares the planning, design, and project deliverables to include design and end--state documentation for the deployed VCE System.
- Validates the configuration of all VCE System components against the customer-supplied logical configuration survey ("Logical Configuration Survey").
- Validates site readiness for VxRack System Implementation.
- Completes a *Test Plan* to ensure that all VxRack System components are working properly.
- Conducts one (1) interactive knowledge-transfer session between two (2) and eight (8) hours in length, depending on the VCE System deployed.
- Produces a VCE System As-Built document detailing the exact VCE System configuration.

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.
- Completes a Test Plan to ensure that all VxRack System components are working properly.
- 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:

- Project Completion Form
- As-Built Configuration Guide

EMC 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:

- Provide VCE with reasonable access to Customer functional, technical, and business staff as necessary for VCE to perform the Services.
- Provide VCE personnel, as required, with workstation(s) to enable VCE and/or its agents to gain access to the software identified in the Project Scope section.
- Assign a primary contact and point of authorization as the Customer project manager. This single point of contact will be responsible for issue resolution, activity scheduling, interview scheduling, and information collection and dissemination. The Project Sponsor is responsible to ensure compliance with Customer obligations.
- 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, and responding to questionnaires and surveys.

- 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. 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.
- Restrict and prevent VCE access to data not pertinent to the Service, 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). If such acknowledgment is not received within this period, all deliverables will be deemed acknowledged and accepted. The customer will use the VCE project milestone completion form to indicate acceptance of deliverables.
- Provide VCE onsite and offsite personnel with access to Customer systems and networks (including, without limitation, remote systems and networks access), current processes and procedures, workflow diagrams, architectural designs (Visio or equivalent), and on-site resource personnel who will participate in the Functional Overview.
- Assign a lead technical resource to act as a single technical point-of-contact between Customer and VCE as necessary for the duration of the engagement.
- Supply a list of all Customer-provided hardware to be used in the implementation to the VCE project team to allow VCE to verify the equipment conforms to the VCE Support Matrix and applicable VCE Compatibility Matrixes. [Standard]Ensure that all required site preparations have been successfully met for any new non-VCE system components. Customer will also ensure its facilities (or facilities provided through a third-party) are capable of accepting and supporting any new products ordered from VCE before the project start date. This includes, but is not limited to, adequate HVAC, power, floor space, security, and so on.
- Make appropriate system maintenance windows available for VCE (or authorized agents) as needed to prepare equipment.
- Provide (as required) implementation of communications infrastructure and components.
- Provide technical support for implementation teams, all vendors, and third parties as necessary.
- Assume responsibility for all network connectivity, performance, and configuration issues.
- Identify the current operating system patch set level required for this engagement, and install any recommended patch set(s) prior to the engagement commencement.
- Ensure that an adequate backup and restore process exists and is operational.
- Obtain and provide, at its own cost and expense, all third-party licenses and maintenance agreements necessary for VCE to complete the project.
- Maintain the properly configured hardware/operating system platform to support the Services and prepare a properly configured server prior to the commencement of Services.

- Obtain licenses and related maintenance support under separate contract for any necessary VCE products before the commencement of Services.
- Allow VCE to post any documents necessary for VCE to provide Services in compliance with the law at any site at which Services are performed.
- Manage site facility preparation, including but not limited to cabling, HVAC, and power.
- Ensure any site-specific and/or site-to-site network infrastructure required is in place and operational.
- Manage all internal change control procedures and documentation including coordination with application and business owners.

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

VCE is responsible for performing only the Services expressly specified in this document. All other services, tasks, and activities are considered out of scope.

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/service/terms> (the "Governing Agreement").

VCE licensed software is subject to VCE standard end-user license agreement available at <http://www.vce.com/noindex/legal/terms>. 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.

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