

Attachment A

CompuWave Agreement

Agreement for Services of Independent Contractor
by and between the County of Santa Barbara and BMAK, Inc., dba CompuWave

4. TERM

The term of this Agreement ("Term") shall commence as of the Effective Date, and shall terminate on January 31, 2025, unless earlier terminated in accordance with the provisions of this Contract.

5. COMPENSATION OF CONTRACTOR

In full consideration for CONTRACTOR's services, CONTRACTOR shall be paid for performance of the Services under this Contract in accordance with the terms of EXHIBIT B, attached hereto and incorporated herein by reference. Billing shall be made by invoice, which shall include the contract number assigned by COUNTY, delivered to COUNTY at the address for Notices to COUNTY set forth in Section 2, above, following completion of the increments identified on EXHIBIT B. Unless otherwise specified on EXHIBIT B, payment shall be net thirty (30) days from delivery of invoice.

6. INDEPENDENT CONTRACTOR

It is mutually understood and agreed that CONTRACTOR (including any and all of its officers, agents, and employees) shall perform all of the Services under this Contract as an independent contractor as to COUNTY, and not as an officer, agent, servant, employee, joint venturer, partner, or associate of COUNTY. Furthermore, COUNTY shall have no right to control, supervise, or direct the manner or method by which CONTRACTOR shall perform its work and function. However, COUNTY shall retain the right to administer this Contract so as to verify that CONTRACTOR is performing its obligations hereunder in accordance with the terms and conditions hereof. CONTRACTOR understands and acknowledges that it shall not be entitled to any of the benefits of a COUNTY employee, including, but not limited to, vacation, sick leave, administrative leave, health insurance, disability insurance, retirement, unemployment insurance, workers' compensation and protection of tenure. CONTRACTOR shall be solely liable and responsible for providing to, or on behalf of, its employees all legally-required employee benefits. In addition, CONTRACTOR shall be solely responsible and save COUNTY harmless from all matters relating to payment of CONTRACTOR's employees, including compliance with Social Security withholding and all other regulations governing such matters. It is acknowledged that during the Term of this Contract, CONTRACTOR may be providing services to others unrelated to the COUNTY or to this Contract. CONTRACTOR has no authority to commit, act for or on behalf of COUNTY, or to bind COUNTY to any obligation or liability.

7. STANDARD OF PERFORMANCE

CONTRACTOR certifies that it has the skills, expertise, and all licenses and permits necessary to perform the Services. Accordingly, CONTRACTOR shall perform all such Services in the manner and according to the standards observed by a competent practitioner of the same profession in which CONTRACTOR is engaged. All products of whatsoever nature, which CONTRACTOR delivers to COUNTY pursuant to this Contract, shall be prepared in a first class and workmanlike manner, and shall conform to the highest standards of quality observed by professionals practicing in CONTRACTOR's profession. CONTRACTOR shall correct any errors or omissions in the performance of the Services, at COUNTY'S request without additional compensation. CONTRACTOR has and shall, at CONTRACTOR's sole cost and expense, all times during the Term, maintain in effect all permits, licenses, permissions, authorizations, and consents required by applicable law or otherwise necessary to carry out CONTRACTOR's obligations under this Contract. CONTRACTOR is in compliance with and shall at all times during the Term comply with all applicable laws, regulations, and ordinances.

8. DEBARMENT AND SUSPENSION

CONTRACTOR certifies to COUNTY that none of it or its employees or principals are debarred, suspended, or otherwise excluded from or ineligible for, participation in federal, state, or county government contracts. CONTRACTOR certifies that it shall not contract with a subcontractor that is so debarred or suspended.

9. TAXES

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CONTRACTOR shall pay all taxes, levies, duties, and assessments of every nature due in connection with any work under this Contract, and shall make any and all payroll deductions required by law. CONTRACTOR is responsible for all CONTRACTOR personnel and for the payment of their compensation, including, if applicable, withholding of income taxes, and the payment and withholding of social security and other payroll taxes, unemployment insurance, workers' compensation insurance payments, and disability benefits. In no event shall COUNTY pay or be responsible for any taxes imposed on, or with respect to, CONTRACTOR's income, revenues, gross receipts, personnel, real or personal property, or other assets. COUNTY shall not be responsible for paying any taxes on CONTRACTOR's behalf, and should COUNTY be required to do so by state, federal, or local taxing agencies, CONTRACTOR agrees to promptly reimburse COUNTY for the full value of such paid taxes plus interest and penalty, if any. These taxes shall include, but not be limited to, the following: FICA (Social Security), unemployment insurance contributions, income tax, disability insurance, and workers' compensation insurance.

10. CONFLICT OF INTEREST

CONTRACTOR covenants that CONTRACTOR presently has no employment or interest and shall not acquire any employment or interest, direct or indirect, including any interest in any business, property, or source of income, which would conflict in any manner or degree with the performance of services required to be performed under this Contract. CONTRACTOR further covenants that in the performance of this Contract, no person having any such interest shall be employed by CONTRACTOR. CONTRACTOR must promptly disclose to COUNTY, in writing, any potential conflict of interest. COUNTY retains the right to waive a conflict of interest disclosed by CONTRACTOR if COUNTY determines it to be immaterial, and such waiver is only effective if provided by COUNTY to CONTRACTOR in writing.

11. OWNERSHIP OF DOCUMENTS AND INTELLECTUAL PROPERTY

COUNTY shall be the owner of the following items incidental to this Contract upon production, whether or not completed: all data collected, all documents of any type whatsoever, all photos, designs, sound or audiovisual recordings, software code, inventions, technologies, and other materials that County uploads to the Contractor Services ("County Data"). CONTRACTOR shall not release any of such items to other parties except after prior written approval of COUNTY.

Unless otherwise specified in Exhibit A, CONTRACTOR hereby assigns to COUNTY all copyright, patent, and other intellectual property and proprietary rights to all data, documents, reports, photos, designs, sound or audiovisual recordings, software code, inventions, technologies, and other materials prepared or provided by CONTRACTOR pursuant to this Contract (collectively referred to as "Copyrightable Works and Inventions"). COUNTY shall have the unrestricted authority to copy, adapt, perform, display, publish, disclose, distribute, create derivative works from, and otherwise use in whole or in part, any Copyrightable Works and Inventions. CONTRACTOR agrees to take such actions and execute and deliver such documents as may be needed to validate, protect and confirm the rights and assignments provided hereunder. CONTRACTOR warrants that any Copyrightable Works and Inventions and other items provided under this Contract will not infringe upon any intellectual property or proprietary rights of any third party. CONTRACTOR at its own expense shall defend, indemnify, and hold harmless COUNTY against any claim that any Copyrightable Works or Inventions or other items provided by CONTRACTOR hereunder infringe upon intellectual or other proprietary rights of a third party, and CONTRACTOR shall pay any damages, costs, settlement amounts, and fees (including attorneys' fees) that may be incurred by COUNTY in connection with any such claims. All deliverables provided in the course of performance of this Contract, excluding County Data, COUNTY Property, and County Confidential Information, are owned by Contractor. Contractor grants to County a nonexclusive, for the duration of legal protection, worldwide, royalty-free license to use deliverables created for County during performance of this Contract ("Work Product") provided to County under this Contract, solely for purposes of County's internal business operations only. This license includes permission to make copies of the provided Work Product for such internal use and compliance with applicable law, including, but not limited to, the Brown Act and Public Records Act, but not permission to distribute the Work Product or any copies of them, other than as required by applicable law, including, but not limited to, the Brown Act and Public Records Act. This Ownership of Documents and Intellectual

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Property provision shall survive expiration or termination of this Contract.

12. NO PUBLICITY OR ENDORSEMENT

CONTRACTOR shall not use COUNTY's name or logo or any variation of such name or logo in any publicity, advertising or promotional materials. CONTRACTOR shall not use COUNTY's name or logo in any manner that would give the appearance that the COUNTY is endorsing CONTRACTOR. CONTRACTOR shall not in any way contract on behalf of or in the name of COUNTY. CONTRACTOR shall not release any informational pamphlets, notices, press releases, research reports, or similar public notices concerning the COUNTY or its projects, without obtaining the prior written approval of COUNTY in each instance.

13. COUNTY PROPERTY AND INFORMATION

All of COUNTY's property, documents, information, and data provided to or accessed by or on behalf of CONTRACTOR in connection with the Services, including, without limitation, all data collected, used, maintained, processed, stored, by or on behalf of COUNTY in connection with this Contract ("COUNTY Property") and any derivative works of the COUNTY Property shall remain COUNTY's property, and CONTRACTOR shall return or delete COUNTY Property whenever requested by COUNTY, and whenever required in accordance with Section 19 of this Contract. CONTRACTOR may use COUNTY Property solely for the purpose of, and only to the extent necessary for, CONTRACTOR's provision of the Services hereunder. CONTRACTOR shall not disclose, disseminate, publish, or transfer to any third party, any COUNTY Property without COUNTY's prior written consent.

14. RECORDS, AUDIT, AND REVIEW

CONTRACTOR shall keep such business records pursuant to this Contract as would be kept by a reasonably prudent practitioner of CONTRACTOR's profession, and shall maintain such records for at least four (4) years following the termination of this Contract. All accounting records shall be kept in accordance with generally accepted accounting principles. COUNTY shall have the right to audit and review all such documents and records at any time during CONTRACTOR's regular business hours or upon reasonable notice. In addition, as this Contract exceeds ten thousand dollars (\$10,000.00), CONTRACTOR shall be subject to the examination and audit of the California State Auditor, at the request of the COUNTY or as part of any audit of the COUNTY, for a period of three (3) years after final payment under the Contract (Cal. Govt. Code Section 8546.7). CONTRACTOR shall participate in any audits and reviews, whether by COUNTY or the State, at no charge to COUNTY.

If federal, state, or COUNTY audit exceptions are made relating to this Contract, CONTRACTOR shall reimburse all costs incurred by federal, state, and/or COUNTY governments associated with defending against the audit exceptions or performing any audits or follow-up audits, including but not limited to: audit fees, court costs, attorneys' fees based upon a reasonable hourly amount for attorneys in the community, travel costs, penalty assessments and all other costs of whatever nature. Immediately upon notification from COUNTY, CONTRACTOR shall reimburse the amount of the audit exceptions and any other related costs directly to COUNTY as specified by COUNTY in the notification.

15. INDEMNIFICATION AND INSURANCE

CONTRACTOR agrees to and shall comply with the indemnification and insurance provisions as set forth in EXHIBIT C, attached hereto and incorporated herein by reference.

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16. NONDISCRIMINATION

COUNTY hereby notifies CONTRACTOR that COUNTY's Unlawful Discrimination Ordinance (Article XIII of Chapter 2 of the Santa Barbara County Code) applies to this Contract and is incorporated herein by this reference with the same force and effect as if the ordinance were specifically set out herein and CONTRACTOR agrees to comply with said ordinance.

17. NONEXCLUSIVE AGREEMENT

CONTRACTOR understands that this is not an exclusive Contract, and that COUNTY shall have the right to negotiate with and enter into contracts with others providing the same or similar services as those provided by CONTRACTOR as the COUNTY desires.

18. NON-ASSIGNMENT

CONTRACTOR shall not assign, subcontract, delegate, or otherwise transfer, directly or indirectly, whether by operation of law or otherwise ("Transfer") this Contract, or any of CONTRACTOR's rights or obligations under this Contract, without the prior written consent of COUNTY. Any attempted or purported Transfer in violation of this Section 18 shall be null and void and without legal effect and shall constitute grounds for termination. No Transfer shall relieve CONTRACTOR of any of its obligations hereunder.

19. TERMINATION

A. By COUNTY. COUNTY may, by written notice to CONTRACTOR, terminate this Contract in whole or in part at any time, whether for COUNTY's convenience, for nonappropriation of funds, or because of the failure of CONTRACTOR to fulfill its obligations hereunder.

1. **For Convenience.** COUNTY may terminate this Contract in whole or in part upon thirty (30) days written notice. During the thirty (30) day period, CONTRACTOR shall, as directed by COUNTY, wind down and cease its services as quickly and efficiently as reasonably possible, without performing unnecessary services or activities and by minimizing negative effects on COUNTY from such winding down and cessation of services.
2. **For Nonappropriation of Funds.** Notwithstanding any other provision of this Contract, in the event that no funds or insufficient funds are appropriated or budgeted by federal, State or COUNTY governments, or sufficient funds are not otherwise available for payments hereunder in the fiscal year(s) covered by the Term of this Contract, then COUNTY will notify CONTRACTOR of such occurrence, and COUNTY may terminate or suspend this Contract in whole or in part, with or without a prior notice period. Subsequent to termination of this Contract under this provision, COUNTY shall have no obligation to make payments and is not entitled to a refund of any prepaid fees or alleviated for any fees payable with regard to the remainder of the Term.
3. **For Cause.** Should CONTRACTOR default in the performance of this Contract or materially breach any of the provisions hereof, COUNTY may, at COUNTY's sole option, terminate or suspend this Contract in whole or in part upon written notice ("Termination Notice"). Upon receipt of such Termination Notice, CONTRACTOR shall immediately discontinue all Services (unless otherwise directed in such Termination Notice) and notify COUNTY in writing of the status of CONTRACTOR's performance of Services hereunder. The date of termination shall be the date the Termination Notice is received by CONTRACTOR, unless the Termination Notice directs otherwise.

B. By CONTRACTOR. Should COUNTY fail to pay CONTRACTOR all or any part of the payment set forth in EXHIBIT B, CONTRACTOR may, at CONTRACTOR's option, terminate this Contract if such failure is not

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remedied by COUNTY within thirty (30) days of written Notice to COUNTY of such late payment.

- C. Upon termination, CONTRACTOR shall deliver to COUNTY all data, estimates, graphs, summaries, reports, and all other property, records, documents or papers as may have been accumulated or produced by CONTRACTOR in performing this Contract, whether completed or in process, except such items as COUNTY may, by written permission, permit CONTRACTOR to retain. Notwithstanding any other payment provision of this Contract, COUNTY shall pay CONTRACTOR for satisfactory Services performed as of the date of termination to include a prorated amount of compensation due hereunder less payments, if any, previously made. In no event shall CONTRACTOR be paid an amount in excess of the Maximum Contract Amount, or for profit on unperformed portions of Services. CONTRACTOR shall furnish to COUNTY such financial information as in the judgment of COUNTY is necessary to determine the reasonable value of the Services rendered by CONTRACTOR. In the event of a dispute as to the reasonable value of the Services rendered by CONTRACTOR, the decision of COUNTY shall be final. The foregoing is cumulative and shall not affect any right or remedy which COUNTY may have in law or equity.

20. SECTION HEADINGS

The headings of the several sections herein, and any Table of Contents appended hereto, shall be solely for convenience of reference and shall not affect the meaning, construction or effect hereof.

21. SEVERABILITY

If any one or more of the provisions contained herein shall for any reason be held to be invalid, illegal or unenforceable in any respect, then such provision or provisions shall be deemed severable from the remaining provisions hereof, and such invalidity, illegality or unenforceability shall not affect any other provision hereof, and this Contract shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein.

22. REMEDIES NOT EXCLUSIVE

No remedy herein conferred upon or reserved to COUNTY is intended to be exclusive of any other remedy or remedies, and each and every such remedy, to the extent permitted by law, shall be cumulative and in addition to any other remedy given hereunder or now or hereafter existing at law or in equity or otherwise.

23. TIME IS OF THE ESSENCE

Time is of the essence in this Contract and each covenant and term is a condition herein.

24. NO WAIVER OF DEFAULT

No delay or omission of COUNTY to exercise any right or power arising upon the occurrence of any event of default shall impair any such right or power or shall be construed to be a waiver of any such default or an acquiescence therein; and every power and remedy given by this Contract to COUNTY shall be exercised from time to time and as often as may be deemed expedient in the sole discretion of COUNTY.

25. ENTIRE AGREEMENT AND AMENDMENT

This Contract, including all Exhibits attached hereto, contains the entire understanding and agreement of the Parties with respect to the subject matter hereof, and there have been no promises, representations, agreements, warranties or undertakings by any of the Parties, either oral or written, of any character or nature hereafter binding except as set forth herein. This Contract may be altered, amended or modified only by an instrument in writing, duly executed by each of the Parties and by no other means. Each Party waives its future right to claim, contest or assert that this Contract was modified, canceled, superseded, or changed by any oral agreements, course of conduct, waiver or estoppel.

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26. SUCCESSORS AND ASSIGNS

This Contract is binding on and inures to the benefit of the Parties and their respective successors and permitted assigns in accordance with Section 18, above.

27. COMPLIANCE WITH LAW

CONTRACTOR shall, at its sole cost and expense, comply with all applicable County, State and Federal ordinances and statutes now in force or which may hereafter be in force. The judgment of any court of competent jurisdiction, or the admission of CONTRACTOR in any action or proceeding against CONTRACTOR, whether COUNTY is a party thereto or not, that CONTRACTOR has violated any such ordinance or statute, shall be conclusive of that fact as between CONTRACTOR and COUNTY.

28. CALIFORNIA LAW AND JURISDICTION

This Contract shall be governed by the laws of the State of California. Any litigation regarding this Contract or its contents shall be filed in the County of Santa Barbara, if in state court, or in the federal district court nearest to Santa Barbara County, if in federal court.

29. EXECUTION OF COUNTERPARTS

This Contract may be executed in any number of counterparts and each of such counterparts shall for all purposes be deemed to be an original; and all such counterparts, or as many of them as the parties shall preserve undestroyed, shall together constitute one and the same instrument.

30. AUTHORITY

All signatories and parties to this Contract warrant and represent that they have the power and authority to enter into this Contract in the names, titles and capacities herein stated and on behalf of any entities, persons, or firms represented or purported to be represented by such entity(ies), person(s), or firm(s) and that all formal requirements necessary or required by any state and/or federal law in order to enter into this Contract have been fully complied with. Furthermore, by entering into this Contract, CONTRACTOR hereby warrants that it shall not have breached the terms or conditions of any other contract or agreement to which CONTRACTOR is obligated, which breach would have a material effect hereon.

31. SURVIVAL

All provisions of this Contract which by their nature are intended to survive the termination or expiration of this Contract shall survive such termination or expiration.

32. ORDER OF PRECEDENCE

In the event of conflict between the provisions contained in the numbered sections of this Contract and the provisions contained in the Exhibits, the provisions contained in Sections 1 through 32 of this Contract ("Numbered Sections") shall prevail over those in the Exhibits, other than Exhibit C, which shall control and prevail over the Numbered Sections and the Statement of Work. If the Statement of Work, or quotes provided by CONTRACTOR or by or on behalf of Dell Inc. or any of its subsidiaries or affiliates (Dell Inc., together with its subsidiaries and affiliates, collectively, "Dell") incorporated into the Statement of Work, include any standard terms and conditions from CONTRACTOR or Dell, or any hyperlinks or references to any standard terms or other provisions or agreements from CONTRACTOR or Dell ("CONTRACTOR's Terms"), CONTRACTOR agrees that in the event of discrepancy, inconsistency, gap, ambiguity, or conflicting language between the COUNTY's terms set forth in the Numbered Sections and Exhibits B and C hereto (collectively, the "COUNTY Terms"), on the one hand, and CONTRACTOR's Terms, on the other, the COUNTY Terms shall take precedence and control, followed by CONTRACTOR's Terms, if any. No terms, conditions, agreement, or document referenced in an Exhibit hereto but not attached as Exhibit hereto shall be included in this Contract.

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IN WITNESS WHEREOF, the Parties have executed this Contract to be effective as of the first date duly executed by all of the Parties ("Effective Date").

ATTEST:-

Mona Miyasato
County Executive Officer
Clerk of the Board

By: _____
Deputy Clerk

COUNTY OF SANTA BARBARA:

By: _____
Steve Lavagnino, Chair
Board of Supervisors

Date: _____

RECOMMENDED FOR APPROVAL:

Chris Chirgwin, CIO
Information Technology Department

DocuSigned by:
Chris Chirgwin
By: _____
D97209A7A68A4A0...
Department Head

CONTRACTOR:

BMAK, Inc., a California Corporation
d/b/a CompuWave

By: *Scott Rudolph*
Authorized Representative

Name: *Scott Rudolph*

Title: *Account Executive*

APPROVED AS TO FORM:

Rachel Van Mullem
County Counsel

DocuSigned by:
Lauren Wideman
By: _____
8E464D822C84458
Deputy County Counsel

APPROVED AS TO ACCOUNTING FORM:

Betsy M. Schaffer, CPA
Auditor-Controller

DocuSigned by:
Betsy M. Schaffer
By: _____
6BAAEA15901943E...
Deputy

APPROVED AS TO FORM:

Risk Management

DocuSigned by:
Gregory Milligan
By: _____
DC240AC1E64247D...
Risk Management

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EXHIBIT A

STATEMENT OF WORK

CONTRACTOR shall be responsible for the provision of all Services hereunder.

CONTRACTOR is a reseller of the Support Services provided by Dell as specified in the following pages of this Statement of Work, and CONTRACTOR shall cause Dell to provide to County the Services, including, but not limited to, the Support Services, in accordance with the provisions of this Contract.

Suspension for Convenience. COUNTY's designated representative may, without cause, order CONTRACTOR in writing to suspend, delay, or interrupt the services under this Contract in whole or in part for up to 30 days. COUNTY shall incur no liability for suspension under this provision and suspension shall not constitute a breach of this Contract.

(Remainder of Page Left Intentionally Blank; Statement of Work Continues on the Following Pages)

Service Description

ProSupport Plus for Infrastructure

Introduction

Dell Technologies¹ is pleased to provide ProSupport Plus for Infrastructure (the “**Service(s)**” or “**Support Services**”) in accordance with this Service Description (“**Service Description**”). Your quote, order form or other mutually-agreed upon form of invoice or order acknowledgment from Dell Technologies (the “**Order Form**”) will include the name(s) of the Product(s)², applicable Service(s) and related option(s), if any. For additional assistance, or to request a copy of your governing agreement applicable to the Services (the “**Agreement**”), contact your Dell Technologies sales representative. For Customers who purchase from Dell under a separate Agreement that authorizes the sale of these Services, the Dell Services Terms & Conditions Supplement³ also applies to these Services. For a copy of your agreement with your applicable Dell Technologies reseller, contact that reseller.

The Scope of This Service

The features of this Service include:

- Telephone access twenty-four (24) hours each day, seven (7) days each week (including holidays)⁴ to Dell Technologies’ global expert center staffed by Senior ProSupport Engineers for troubleshooting assistance of hardware and software issues.
- On-site dispatch of a specialized Dell Technologies field technician and/or delivery of replacement parts to the Installation Site or other Customer business location approved by Dell Technologies as detailed in the Agreement to address a Product problem.
- Access to a remote Service Account Manager (SAM).

Please review the table below for more details.

How to Contact Dell Technologies if You Require Service

Online, Chat, and Email Support: Dell Technologies website, chat, and email support available for select products at www.dell.com/contactus.

Telephone Support Requests: Available on a 24x7 basis (including holidays). Availability may differ outside of the United States and is limited to commercially reasonable efforts unless otherwise specified in this document. Visit www.dell.com/contactus for a list of applicable telephone numbers for your location.

The following chart lists the service features of ProSupport Plus for Infrastructure provided under Dell Technologies’ warranty and/or maintenance terms. ProSupport Plus for Infrastructure is available to support and maintain:

1. Dell Technologies Equipment which is identified on the [Dell Technologies Product Warranty and Maintenance Table](#) and/or on your Order Form as
 - including ProSupport Plus for Infrastructure during the applicable warranty period; or
 - eligible for upgrade to ProSupport Plus for Infrastructure during the applicable warranty period; or
 - eligible for ProSupport Plus for Infrastructure during a subsequent maintenance period.
2. Dell Technologies Software which is identified on the [Dell Technologies Product Warranty and Maintenance Table](#) and/or on your Order Form as eligible for ProSupport Plus for Infrastructure during a maintenance period.

¹ “Dell Technologies”, as used in this document, means the applicable Dell sales entity (“Dell”) specified on your Dell Order Form and the applicable EMC sales entity (“EMC”) specified on your EMC Order Form. The use of “Dell Technologies” in this document does not indicate a change to the legal name of the Dell or EMC entity with whom you have dealt.

² As used in this document, “Dell Technologies Products”, “Products”, “Equipment” and “Software” means the Dell Technologies Equipment and Software identified on the [Dell Technologies Product Warranty and Maintenance Table](#) or on your Order Form, and “Third Party Products” is defined in your Agreement, or in the absence of such definition in your Agreement, in the [Dell Technologies Commercial Terms of Sale](#), or your local Dell Technologies terms of sale, as applicable. “You” and “Customer” refers to the entity named as the purchaser of these Services named in the Agreement.

³ To review the Dell Services Terms of Sale Supplement, please go to <https://www.dell.com/servicecontracts/global>, choose your country and select the Support Services tab on the left hand navigation column of your local country page.

⁴ Availability varies by country. Contact your sales representative for more information.

Service Description

SERVICE FEATURE	DESCRIPTION	PROSUPPORT PLUS—COVERAGE DETAILS
GLOBAL TECHNICAL SUPPORT	Customer contacts Dell Technologies by telephone or web interface on a 24x7 basis to report an Equipment or Software problem. Telephone contacts will be routed to a remote technical support contact to assist with their issue.	<p>Included.</p> <ul style="list-style-type: none"> For Severity 1 issues customers receive escalation management and critical situation "CritSit" procedures with Incident Manager coverage.
ONSITE RESPONSE	Dell Technologies sends authorized personnel to Installation Site to work on the problem after Dell Technologies has isolated the problem and deemed Onsite Response necessary.	<p>Included for Equipment only.</p> <p>Initial Onsite Response objective is a four-hour service response after Dell Technologies deems Onsite Support is necessary.</p> <p><u>On-site Response</u></p> <p>Personnel typically arrives on-site within 4 hours after completion of telephone-based troubleshooting.</p> <ul style="list-style-type: none"> Available seven (7) days each week, twenty-four (24) hours each day - including holidays. Available within defined four (4) hour response locations. 4 Hour parts locations stock essential operational components, as determined by Dell Technologies. Non-essential parts may be shipped using overnight delivery. <p>Onsite Response does not apply to Software and may be separately purchased.</p>

Service Description

SERVICE FEATURE	DESCRIPTION	PROSUPPORT PLUS—COVERAGE DETAILS
MISSION CRITICAL SUPPORT	For Severity 1 issues, Dell Technologies performs the included coverage as deemed necessary by Dell Technologies.	<p>Included for Equipment only.</p> <ul style="list-style-type: none"> Critical situation procedures - Severity level 1 issues are eligible for quick Escalation/Resolution Manager and "CritSit" incident coverage. Rapid Dispatch: dispatch of senior field engineer in parallel with phone-based troubleshooting. Applicable engineer and availability are determined by Dell. On-demand onsite diagnosis from Dell when Customer's staff is not available or reasonably capable of performing onsite troubleshooting. Only for Equipment connected to secure connect gateway. Customer request must be initiated via a Telephone Support Request. Priority Production in the event of a critical situation caused by natural disaster. In many cases, this includes the expedited production of a new Dell Technologies system.
6-HOUR CALL TO REPAIR 7X24: 4-HOUR ON-SITE RESPONSE WITH 6-HOUR HARDWARE REPAIR SERVICE	Technician should arrive on-site within 4 hours after dispatch and often repairs the hardware within 6 hours of dispatch.	<ul style="list-style-type: none"> Available seven (7) days each week, twenty-four (24) hours each day – including holidays. For Severity 1 incidents, Dell Technologies will make commercially reasonable efforts to return the hardware to operating condition within 6 hours after dispatch 4-hour response and 6-hour repair from dispatch. Applies to covered Supported Product faults or repairs only. Software Support is not in scope. Available to Customers within a 50 mile or 80 kilometer distance from Dell Technologies designated support HUB. Customer must have an activated and maintained supported version of secure connect gateway software.
PROSUPPORT AIOPS PLATFORMS	AIOps is artificial intelligence (AI) for IT operations. It refers to the strategic use of AI, machine learning (ML), and machine reasoning (MR) technologies that simplify and streamline processes and optimize the use of Customer's IT resources.	<p>Included.</p> <p>ProSupport AIOps Platforms include CloudIQ, TechDirect, and MyService 360, which are all enabled via Dell Technologies' secure connect gateway, and provide benefits not limited to the following:</p> <ul style="list-style-type: none"> Proactive issue detection and case creation Predictive detection of hardware failures Self-serve case creation Self-serve part dispatch Dell Security Advisories CloudIQ Cybersecurity Assessment <p>Please contact your Dell Technologies representative for covered products.</p>

SEVERITY LEVEL DEFINITIONS

SEVERITY 1 Critical – loss of ability to perform critical business functions and requires immediate response.

SEVERITY 2 High – able to perform business functions, but performance/capabilities are degraded or severely limited.

Service Description

SEVERITY 3 Medium/Low – little to no business impact.

REPLACEMENT PARTS DELIVERY	Dell Technologies provides replacement parts when deemed necessary by Dell Technologies.	Included. Replacement parts delivery objective is four-hour service response (i.e., same business day) for critical parts after Dell Technologies deems that a replacement part delivery is necessary. A same business day part is one which upon failure may prevent the Supported Product from performing critical business functions.
		For noncritical parts, delivery may be the same business day or the next local business day, during normal business hours, after Dell Technologies deems that a replacement part delivery is necessary.
		Parts Dell deems critical and non-critical may vary by Supported Product and Customer. Parts that may be deemed non-critical include, but are not limited to: bezels, mechanical chassis, hard drive blanks, rail kits, cable management accessories. Parts that may be deemed critical are: motherboards, CPUs, select memory modules and hard disk drives.
		Local country shipment cut-off times may impact the same day/next local business day delivery of non-critical replacement parts.
		Installation of all replacement parts is performed by Dell Technologies as part of Onsite Response, but Customer has option to perform installation of Customer Replaceable Units (CRUs). See Dell Technologies Product Warranty and Maintenance Table for listing of parts designated as CRUs for specific Equipment or contact Dell Technologies for more details.
		If Dell Technologies installs the replacement part, Dell Technologies will arrange for its return to a Dell Technologies facility. If Customer installs the CRU, Customer is responsible for returning the replaced CRU to a facility designated by Dell Technologies.
		If the Dell technician determines that the Supported Product is one that should be replaced as a whole unit, Dell Technologies reserves the right to send Customer a whole replacement unit. Whole unit replacements may not be stocked for same day response times and there may be extended lead times for arrival of a whole unit replacement at your location, depending on where you are located and the type of Product being replaced.
PROACTIVE SOLID STATE DRIVE REPLACEMENT	If, prior to reaching its Endurance Level, a solid state drive reaches the Endurance Level Threshold (as determined by Dell) or beyond, the Customer is eligible to receive a replacement solid state drive. “Endurance Level” means the average life span of an eligible SSD. “Endurance Level Threshold” is the point in the SSD’s life span (as determined by Dell) at which the drive becomes eligible for replacement—for example, upon reaching 95% of the Endurance Level. Endurance Level Thresholds will vary.	Included for Storage and Hyperconverged/Converged Infrastructure Products.
		Response objective is based on the applicable Replacement Parts Delivery and Onsite Response service features detailed above. Customer must activate and maintain the currently supported version(s) of remote IT support and monitoring software (implemented as a secure connect gateway) during the applicable term of support. Connectivity software enablement, as applicable, is a prerequisite for these additional renewal service features.
		Pre-imaged drives are not eligible for Proactive Solid State Drive Replacement by Dell Technologies.
RIGHTS TO NEW RELEASES OF SOFTWARE	Dell Technologies provides the rights to new Software Releases as made generally available by Dell Technologies.	Included.

Service Description

INSTALLATION OF NEW SOFTWARE RELEASES

Dell Technologies performs the remote installation of new Software Releases.

Equipment Operating Environment (OE) Software

Included only on storage equipment when the associated embedded operating environment software is covered by a Dell warranty or a current Dell maintenance contract. Equipment operating environment software is defined as user interface software programming and/or microcode needed to enable the Equipment administration, control, and performance of its basic functions, and without which the equipment cannot operate.

Customer is entitled to remote installation of the OE software updates with an activated and maintained supported version of secure connect gateway software.

Please reference the [Product Warranty Maintenance Table](#) for eligible products.

Other Software (non-OE)

Customer performs the installation of new Software Releases unless otherwise deemed necessary by Dell Technologies.

24X7 REMOTE MONITORING AND REPAIR

Certain Products will automatically and independently contact Dell Technologies to provide input to assist Dell Technologies in problem determination.

Dell Technologies remotely accesses Products if necessary for additional diagnostics and to provide remote support.

Included for Products that have remote monitoring tools and technology available from Dell Technologies.

Once Dell Technologies is notified of a problem, the same response objectives for Global Technical Support and Onsite Response will apply as previously described.

Service Description

SERVICE ACCOUNT MANAGER ("SAM")

The ProSupport Plus for Infrastructure assigned SAM is a remote resource that provides a wide range of system, environmental and account management features and capabilities designed to reduce downtime and improve the overall support experience from Dell Technologies.

Included with the Service:

Onboarding assistance:

- Verifying the accuracy of relevant Customer support information such as account name, address, etc.
- Providing knowledge transfers such as how to contact Dell Technologies to open service requests and use of Dell Technologies support tools and technologies
- Designating schedule for SAM deliverables such as reporting and service reviews

Monthly Reporting: Reporting and recommendations on entitled systems including:

- Summary of open and closed service requests by month;
- Verification of currently installed system software versions against target code recommendations; and
- Contract status, including start/end dates and other basic contract details.

In order to fully enable monthly reporting, Dell Technologies connectivity technologies such as secure connect gateway must be installed with the appropriate log collection options enabled.

Service Review: The SAM provides a service review of the details in the Service Report. Schedule, timeframe and other topics to be reviewed will be determined between the SAM and the Customer during Onboarding.

System Maintenance: For entitled assets, the SAM will assist Customer in coordinating delivery of System Maintenance events within the Customer's maintenance window. See below for additional information.

Dell Technologies Escalation Support: Acting as the Services liaison to coordinate Dell resources necessary to address individual Severity 1 issues or more systemic problems.

Included on Products covered by ProSupport Plus for Infrastructure service or then current maintenance contract during Dell Technologies's normal local business hours which may vary by region and country, excluding Dell Technologies and local holidays. See additional Coverage Details below.

Dell Technologies is responsible for performing only the SAM activities and tasks expressly specified in this document. All other tasks, activities and services are out of scope.

Service Description

Additional information on Mission Critical Support

Dell reserves the right to refuse service if Dell Technologies reasonably believes that the Customer is misusing or overusing the On-Demand Onsite Diagnosis feature for critical issues (such as when Customer does not have personnel available for on-site troubleshooting or Customer's requests for onsite diagnosis visits exceed the standard failure rates for the components and systems involved). If Dell Technologies determines (in Dell Technologies sole discretion) a Customer is abusing the Service, Dell Technologies reserves the right to deny the service.

Exclusions

The following activities are not included in the scope of this Service Description:

- De-installation, re-installation or configuration of product(s), software or application(s)
- Removal of de-installed Product from the Customer's premises
- Server/Storage/Networking Software are not classified as Equipment
- Operating environment Software troubleshooting above and beyond returning the Product to a working state (e.g. consulting, performance tuning, configuration, scripting or benchmarking are excluded)
- Services required due to failure to incorporate any system fix, repair, patch, or modification provided by Dell Technologies or due to failure of the Customer to take avoidance action previously advised by Dell Technologies
- Services that, in the opinion of Dell Technologies, are required due to improper treatment or use of the products or equipment
- Customization of the Customer's server or storage device except as expressly stated in this Service Description
- Any recovery or transfer of data or applications
- Warranty service or support for non-Dell Technologies systems, software, or components
- Services that, in the opinion of Dell Technologies, are required due to unauthorized attempts by third-party personnel to install, repair, maintain, or modify hardware, firmware, or software
- Network printer installation or network file share mapping
- Server, storage, network or router configuration of any kind
- Network services, including attachment of a system to a network (other than an Ethernet LAN)
- Any activity not specifically set forth in this Service Description.

This Service Description does not confer on Customer any warranties which are in addition to the warranties provided under the terms of your master services agreement or Agreement, as applicable.

Customer Responsibilities for SAM Service Feature

Dell Technologies provision of the SAM service feature detailed above is contingent upon the Customer fulfilling the following responsibilities:

- Making an appropriate system maintenance window(s) available for the SAM as deemed necessary by Dell Technologies.
- Ensuring that all environment, technical and operational requirements are met.
- Providing the SAM with timely access to (a) at least one technical contact with system administration responsibilities and appropriate system/information access privileges, and (b) applicable subject matter experts, systems and networks (including, without limitation, remote systems/ network access) as deemed necessary by Dell Technologies.
- Assuming all responsibility for network connectivity, performance, and configuration issues.
- Verifying that the Equipment location(s) is/are prepared prior to the commencement of ProSupport Plus for Infrastructure.
- Ensuring Product is connected to secure connect gateway with the appropriate log collection options enabled.

Additional important information on SAM Service Feature

Service Description

- Availability of the SAM service is during normal business hours. Business hours are defined by the location where the SAM resides, and may vary by region and country. At Dell Technologies' discretion and when deemed necessary by Dell Technologies, SAM services may be performed onsite.
- After-hours support may be provided by other resources within Dell Technologies at Dell Technologies' discretion.
- The location of the SAM will be assigned by mutual agreement during on-boarding based on Customer's preferred service area and Dell's staffing availability.

PROSUPPORT PLUS FOR INFRASTRUCTURE PROACTIVE SYSTEM MAINTENANCE

ProSupport Plus System Maintenance provides Dell Technologies customers with necessary remote maintenance events occurring during the term of the service contract on devices covered by ProSupport Plus for Infrastructure and monitored under applicable Dell Technologies connectivity technology, such as secure connect gateway, as applicable. System maintenance helps maintain performance and may reduce the likelihood of future incidents due to incompatible hardware, software, BIOS, and firmware versions. System Maintenance events are coordinated between the customers, the SAM and Dell Technologies support personnel. Delivery of System Maintenance is generally available 24x7x365, but may be subject to mutual customer and Dell Technologies resource availability. Dell Technologies recommends System Maintenance occur twice per year. Certain Products may have limitations on the number of times System Maintenance may be performed per year. Please consult with your sales representative or assigned SAM for a list of supported Products and any applicable limitations.

Not Included in ProSupport Plus for Infrastructure System Maintenance

- Updates on interconnected devices not covered by a current ProSupport Plus for Infrastructure support contract.
- Updates on any software without corresponding entitlement to such updates under an appropriate software support contract by either Dell Technologies or a third party for select Third Party Products.
- Operating System upgrades and hypervisor patch creation or other related engineering or software development support.
- Creation of application patches.
- Onsite delivery of maintenance.
- De-installation or installation of additional hardware, or configuration tasks.
- Installation or configuration of software not specifically listed in this Service Description.
- Application performance tuning.
- Virus, spyware, or malware identification or removal.
- Any other updates or other activities not specifically documented within this Service Description.

Additional Important Information about ProSupport Plus for Infrastructure System Maintenance

- During the maintenance event, upgrades may cause a temporary loss of connectivity to other attached devices.
- After completion of the upgrade attached devices may need to be rebooted and connectivity verified.
- System(s) to be upgraded must be made available to Dell Technologies or Dell Technologies-authorized agents during the agreed upon maintenance window.
- Depending on the system(s) to be upgraded an additional system management system or resource may need to be made available.
- Depending on the system(s) to be upgraded appropriate administrative rights to the device may need to be provided to Dell Technologies or Dell Technologies authorized agents.
- Customer is responsible for having and maintaining all license requirements pertaining to Equipment and Software updates.
- In the event that updating Software on entitled Product could cause degradation or impact performance on other unentitled Product, Dell Technologies in consultation with the customer may choose to not proceed with the System Maintenance activity until that situation is resolved.

Service Description

- In order to fully enable ProSupport Plus for Infrastructure System Maintenance, applicable connectivity technology such as secure connect gateway must be installed with log collection options enabled.
- Installation of new Software Releases for the Dell Technologies Converged and Hyperconverged Infrastructure systems, determined during System Maintenance including but not limited to software versions posted on applicable interoperability configuration matrices (The Dell Technologies Simple Support Matrix or the Release Certification Matrix) may require the purchase of a separate services engagement from Dell Technologies. Contact Dell Technologies for more information.

COLLABORATIVE ASSISTANCE

If a Customer opens a service request and Dell Technologies determines that the problem arises with an eligible third-party vendor's products commonly utilized in conjunction with Products covered by a current Dell Technologies warranty or maintenance contract, Dell Technologies will endeavor to provide Collaborative Assistance under which Dell Technologies: (i) serves as a single point of contact until the problems are isolated; (ii) contacts the third-party vendor; (iii) provides problem documentation; and (iv) continues to monitor the problem and obtain status and resolution plans from the vendor (where reasonably possible).

To be eligible for Collaborative Assistance, Customer must have the appropriate active support agreements and entitlements directly with the respective third-party vendor and Dell Technologies or an authorized Dell Technologies reseller. Once isolated and reported, the third-party vendor is solely responsible to provide all support, technical and otherwise, in connection with resolution of the Customer's problem. **Dell Technologies IS NOT RESPONSIBLE FOR THE PERFORMANCE OF OTHER VENDORS' PRODUCTS OR SERVICES.** A list of Collaborative Assistance partners can be found on the [Collaborative Assistance List](#). Please note that supported third-party products may change at any time without notice to Customers.

DELL TECHNOLOGIES SYSTEM SOFTWARE SUPPORT

Dell Technologies Software support included within ProSupport Plus for Infrastructure provides support for select Third Party Products, including select end-user applications, operating systems, hypervisors and firmware when such Third Party Products are 1) used with and are currently installed and operating on Products at the time that support is requested 2) covered by an existing ProSupport Plus for Infrastructure support and maintenance term of service and 3) have the appropriate active support agreements and entitlements directly with the respective Third Party Product publisher. This level of support is provided on entitled ProSupport Plus for Infrastructure Equipment, regardless of how the eligible software was purchased and licensed, but Customer is responsible for ensuring that such eligible software was purchased and licensed properly according to the publisher. Customer is solely responsible for correcting any problems with licenses and purchases of eligible software to be eligible to receive these Services at any time during the coverage period. A list of eligible software can be found on the [Comprehensive Software Support List](#). Please note that supported Third Party Products may change at any time without notice to Customers. Situations giving rise to Customer's questions must be reproducible on a single system, which may be physical or virtual. Customer understands and accepts that resolutions of certain issues giving rise to Customer's service request may not be available from the publisher of the relevant software title (including, but not limited to, instances where the publisher is no longer providing support or maintenance on the relevant software title for any reason) or may require additional support from the publisher, including installation of additional software or other changes to Products. Customer accepts that in such situations where no resolution is available from the publisher of the relevant software title, Dell Technologies' obligation to provide support to the Customer will also be fully satisfied.

Additional Terms and Conditions Applicable to End Users Purchasing Product(s) from an OEM

An "OEM" is a reseller who sells the Supported Products in a capacity as an original equipment manufacturer that is purchasing Dell Technologies Products and Services from the OEM Solutions (or its successor) business group for an OEM project. An OEM typically embeds or bundles such Dell Technologies Products in or with OEM Customer's proprietary hardware, software or other intellectual property, resulting in a specialized system or solution with industry or task-specific functionality (such system or solution an "OEM Solution") and resells such OEM Solution under OEM's own brand. With respect to OEMs, the term "Supported Products" includes Dell Technologies Supported Products that are provided without Dell Technologies branding (i.e. unbranded OEM-ready system), and "End-User" means you, or any entity purchasing an OEM Solution for its own end-use and not for reselling, distributing or sub-licensing to others. It is OEM's responsibility to provide first level troubleshooting to the End User. An appropriate best-effort initial diagnosis should be performed by OEM before the call goes to Dell Technologies. This OEM maintains responsibility for providing the initial troubleshooting even when its End User engages Dell Technologies to request service, and if an End User contacts Dell Technologies for service without contacting their OEM, Dell Technologies will ask the End User to contact their OEM to receive first level troubleshooting before contacting Dell Technologies.

Service Description

Dell Technologies ProSupport Plus for Infrastructure on Non-Standard Parts in Custom Server Products

The repairs and exchanges of non-standard or unique parts (“Non-Standard Component Support Services”) are a value-added exchange service complementing Customer’s PowerEdge Product warranty that covers standard Dell Technologies components in a standard configuration, and that require replacement due to defects in workmanship or materials (“Warranty Repairs”). Dell Technologies branded firmware/software for “Non-Standard Components” is NOT available, and the Customer must use manufacturer provided utilities to monitor and/or update the component. The Customer will also work with the manufacturer directly to resolve any quality issues related to software/firmware, utilities, and hardware. Dell Technologies will provide Non-Standard Support Services to replace non-standard or unique parts that Customer forecasted and guaranteed to be available as set forth above, and once Customer has made corresponding arrangements to assist Dell Technologies in placing any orders for service stock in order to facilitate repair activity. Provided Customer has accurately forecasted stocking needs, Dell Technologies will exchange the part that exhibits a defect according to the Customer’s applicable response time for Warranty Repairs and install the replacement part in the Customer’s Product, but Customer acknowledges and agrees that Dell Technologies is not liable to Customer to ensure part availability. Same day (e.g. 4 hour) parts and field response may not be available for “non-standard” component replacement, and Dell Technologies will default to Next Business Day Service in these cases (i.e., following telephone-based troubleshooting and diagnosis, a part or technician can usually be dispatched the next business day). Replacement parts may be new or refurbished as permitted by local law, and fulfillment of Non-Standard Component Support Services repairs and exchanges may require Dell Technologies to utilize a third party manufacturer/third party publisher’s warranty and/or maintenance services, and Customer agrees to assist Dell Technologies and provide any materials requested by any third party manufacturer or third party publisher to facilitate utilization of the corresponding third party warranty and/or maintenance services.

Dell Technologies’s engineering testing of the resulting configuration pursuant to a separate statement of work (SOW) – e.g., testing done after installation of the non-standard or unique parts for a configuration that uses software requested by Customer -- is a point in time activity to be done once rather than on a continuous basis, and the Non-Standard Component Support Services are available only on the specific configuration as defined by Customer and tested by Dell Technologies. Dell Technologies will communicate the exact hardware configuration tested including firmware levels. Once engineering testing is complete Dell Technologies will provide the results via reports with indication of Pass/Fail. Dell Technologies will use commercially reasonable efforts to support recognition and operation of the non-standard component on the Dell Technologies Product, however modification of Dell Technologies standard utilities (including BIOS, IDRAC, and connectivity software) will not be supported. Customer will be responsible for working with the manufacturer directly to resolve any non-standard component issues which arise during engineering testing (including quality issues, software, firmware, or hardware specifications/limitations). Additional Dell Technologies engineering testing after Customer has received a report with an indication of PASS will require a new SOW and associated non-recurring engineering fees, including any engineering testing requested in connection with a repair or replacement of any component of the configuration during the warranty term of the Customer’s Equipment.

Other Details about Your Service

The warranty periods and support options (“Support Information”) on this website apply (i) only between Dell Technologies and those organizations that procure the applicable products and/or maintenance under a contract directly with Dell Technologies (the “Dell Technologies Customer”); and (ii) only to those products or support options ordered by the Dell Technologies Customer at the time that the Support Information is current. Dell Technologies may change the Support Information at any time. Other than changes caused by publishers and manufacturers of Third Party Products, the Dell Technologies Customer will be notified of any change in the Support Information in the manner stated in the then current product ordering and/or maintenance related agreement between Dell Technologies and the Dell Technologies Customer, but any such change shall not apply to products or support options ordered by the Dell Technologies Customer prior to the date of such change.

Dell Technologies will have no obligation to provide Support Services with respect to Equipment that is outside the Dell Technologies Service Area. “Dell Technologies Service Area” means a location that is within (i) one hundred (100) drivable miles or one hundred sixty (160) drivable kilometers of a Dell Technologies service location; and (ii) the same country as the Dell Technologies service location, unless otherwise defined in your governing agreement with Dell Technologies, in which case the definition in the governing agreement prevails. For EMEA Customers, unless stated otherwise in this Service Description or the Agreement, on-site service is available within a distance of up to 150 kilometers from nearest Dell Technologies Logistics location (PUDO or Pick-Up/Drop-Off location). Please contact your sales representative for more information about availability of on-site service in EMEA.

Service Description

This Service is not available at all locations. If your Product is not located in the geographic location that matches the location reflected in Dell Technologies's service records for your Product, or if configuration details have been changed and not reported back to Dell Technologies, then Dell Technologies must first re-qualify your Product for the support entitlement you purchased before applicable response times for the Product can be reinstated. Service options, including service levels, technical support hours, and on-site response times will vary by geography and configuration, and certain options may not be available for purchase in Customer's location, so please contact your sales representative for these details. Dell Technologies' obligation to supply the Services to relocated Products is subject to various factors, including without limitations, local Service availability, additional fees, and inspection and recertification of the relocated Products at Dell Technologies' then-current time and materials consulting rates. Unless otherwise agreed between Dell Technologies and Customer, in cases where service parts are shipped directly to Customer, the Customer must be able to accept shipment at the location of the Products to be serviced. Dell Technologies will not be held liable for support delays due to the Customer's failure or refusal to accept shipment of parts. Multi-component storage systems require active support option agreements on all hardware and software components of the system in order to receive all of the benefits of the support agreement for the entire solution. Unless otherwise agreed in writing with Customer, Dell Technologies reserves the right to change the scope of Support Services on sixty (60) days' prior written notice to Customer.

Parts Stocked: Dell currently stocks parts in various locations throughout the world. Selected parts may not be stocked in the location closest to a customer's site. If a part that is needed to repair the Supported Product is not available from a Dell facility near the Customer's location and must be transferred from another facility, it will be shipped using overnight delivery. Four (4) hour parts locations stock "mission critical" components of the system, as determined by Dell. A mission critical component is one, which upon failure, may prevent the system from performing its basic functions. Parts deemed non-critical include, but are not limited to: software, floppy drives, media drives, modems, speakers, sound cards, zip drives, monitors, keyboards, and mice. In order to receive four (4) hour parts, Customer must be located within the coverage area determined by Dell. Dell shall only stock parts in accordance with standard configurations. Stocking of service parts requires thirty (30) days lead time.

Products or services obtained from any Dell Technologies reseller are governed solely by the agreement between the purchaser and the reseller. That agreement may provide terms that are the same as the Support Information on this website. The reseller may make arrangements with Dell Technologies to perform warranty and/or maintenance services for the purchaser on behalf of the reseller. Customers and resellers who perform warranty and/or maintenance services or professional services must be properly trained and certified. Performance of any services by untrained/uncertified Customers, resellers or third parties may result in additional fees if support from Dell Technologies is required in response to such third parties' performance of services. Please contact the reseller or the local Dell Technologies sales representative for additional information on Dell Technologies' performance of warranty and maintenance services on Products obtained from a reseller.

Dell Technologies retains the right to determine the final resolution of all support incidents. Any service, task or activity other than those specifically noted in this Service Description under "The Scope of this Service" is not included and will be considered out-of-scope. Out-of-scope services will be charged in accordance with Dell Technologies' then-current time and materials "Out of Scope" hourly rate for the specified service, task or activity performed.

CONTACT US

To learn more, contact your local representative or authorized reseller.

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Dell Technologies believes the information in this document is accurate as of its publication date. The information is subject to change without notice.

Rev. August 8th, 2023

ProSupport for Infrastructure

Introduction

Dell Technologies¹ is pleased to provide ProSupport for Infrastructure (the “**Service(s)**” or “**Support Services**”) in accordance with this Service Description (“**Service Description**”). Your quote, order form or other mutually-agreed upon form of invoice or order acknowledgment from Dell Technologies (the “**Order Form**”) will include the name(s) of the Product(s)², applicable Service(s) and related option(s), if any. For additional assistance, or to request a copy of your governing agreement applicable to the Services (the “**Agreement**”), contact your Dell Technologies sales representative. For Customers who purchase from Dell under a separate Agreement that authorizes the sale of these Services, the Dell Services Terms & Conditions Supplement³ also applies to these Services. For a copy of your agreement with your applicable Dell Technologies reseller, contact that reseller.

The Scope of This Service

The features of this Service include:

- Access on a 24x7 basis (including holidays)⁴ to the Dell Technologies Customer Service and Support organization for troubleshooting assistance of Products.
- On-site dispatch of a technician and/or delivery of replacement parts to the Installation Site or other Customer business location approved by Dell Technologies as detailed in the Agreement (as necessary and according to the support option purchased) to address a Product problem. See below for more details on severity levels and onsite service options.

Please review the table below for more details.

How to Contact Dell Technologies if You Require Service

Online, Chat, and Email Support: Dell Technologies website, chat, and email support available for select products at www.dell.com/contactus.

Telephone Support Requests: Available on a 24x7 basis (including holidays). Availability may differ outside of the United States and is limited to commercially reasonable efforts unless otherwise specified in this document. Visit www.dell.com/contactus for a list of applicable telephone numbers for your location.

The following chart lists the service features of ProSupport for Infrastructure provided under Dell Technologies' warranty and/or maintenance terms. ProSupport for Infrastructure is available to support and maintain:

1. Dell Technologies Equipment which is identified on the [Dell Technologies Product Warranty and Maintenance Table](#) and/or on your Order Form as
 - including ProSupport for Infrastructure during the applicable warranty period; or
 - eligible for upgrade to ProSupport for Infrastructure during the applicable warranty period; or
 - eligible for ProSupport for Infrastructure during a subsequent maintenance period.
2. Dell Technologies Software which is identified on the [Dell Technologies Product Warranty and Maintenance Table](#) and/or on your Order Form as eligible for ProSupport for Infrastructure during a maintenance period.

¹ “Dell Technologies”, as used in this document, means the applicable Dell sales entity (“Dell”) specified on your Dell Order Form and the applicable EMC sales entity (“EMC”) specified on your EMC Order Form. The use of “Dell Technologies” in this document does not indicate a change to the legal name of the Dell or EMC entity with whom you have dealt.

² As used in this document, “Dell Technologies Products”, “Products”, “Equipment” and “Software” means the Dell Technologies Equipment and Software identified on the [Dell Technologies Product Warranty and Maintenance Table](#) or on your Order Form, and “Third Party Products” is defined in your Agreement, or in the absence of such definition in your Agreement, in the [Dell Technologies Commercial Terms of Sale](#), or your local Dell Technologies terms of sale, as applicable. “You” and “Customer” refers to the entity named as the purchaser of these Services named in the Agreement.

³ To review the Dell Services Terms of Sale Supplement, please go to <https://www.dell.com/servicecontracts/global>, choose your country and select the Support Services tab on the left hand navigation column of your local country page.

⁴ Availability varies by country. Contact your sales representative for more information.

Service Description

SERVICE FEATURE	DESCRIPTION	PROSUPPORT—COVERAGE DETAILS
GLOBAL TECHNICAL SUPPORT	Customer contacts Dell Technologies by telephone or web interface on a 24x7 basis to report an Equipment or Software problem. Telephone contacts will be routed to a remote technical support contact to assist with their issue.	For Severity 1 issues customers receive Incident Manager coverage.
ONSITE RESPONSE	Dell Technologies sends authorized personnel to Installation Site to work on the problem after Dell Technologies has isolated the problem and deemed Onsite Response necessary.	<p>Included for Equipment only.</p> <p>Initial Onsite Response objective is based on the option purchased by the Customer. The options available to the Customer are the following; either 1) a four-hour service response or 2) a service response during the next local business day, during normal business hours, after Dell Technologies deems Onsite Support is necessary.</p> <p><u>4-Hour On-site Response</u></p> <p>Typically arrives on-site within 4 hours after completion of telephone-based troubleshooting.</p> <ul style="list-style-type: none"> • Available seven (7) days each week, twenty-four (24) hours each day - including holidays. • Available within defined four (4) hour response locations. • 4 Hour parts locations stock essential operational components, as determined by Dell Technologies. Non-essential parts may be shipped using overnight delivery. <p><u>Next Business Day On-site Response</u></p> <p>Following telephone-based troubleshooting and diagnosis, a technician can usually be dispatched to arrive on-site the next business day.</p> <ul style="list-style-type: none"> • Calls received by Dell Technologies after local cutoff at Customer site local time may require an additional business day for service technician to arrive at Customer's location. • Available only on select models of Products. <p>Onsite Response does not apply to Software and may be separately purchased.</p>

*SEVERITY LEVEL DEFINITIONS

SEVERITY 1 Critical – loss of ability to perform critical business functions and requires immediate response

SEVERITY 2 High – able to perform business functions, but performance/capabilities are degraded or severely limited.

SEVERITY 3 Medium/Low – little to no business impact.

Service Description

PROSUPPORT AIOPS PLATFORMS	<p>AIOps is artificial intelligence (AI) for IT operations. It refers to the strategic use of AI, machine learning (ML), and machine reasoning (MR) technologies that simplify and streamline processes and optimize the use of Customer's IT resources.</p>	<p>Included.</p> <p>ProSupport AIOps Platforms include CloudIQ, TechDirect, and MyService 360, which are all enabled via connectivity software, such as secure connect gateway, and provide benefits not limited to the following:</p> <ul style="list-style-type: none"> • Proactive issue detection and case creation • Predictive detection of hardware failures • Self-serve case creation • Self-serve part dispatch • Dell Security Advisories • CloudIQ Cybersecurity Assessment
REPLACEMENT PARTS DELIVERY	<p>Dell Technologies provides replacement parts when deemed necessary by Dell Technologies.</p>	<p>Please contact your Dell Technologies representative for covered products.</p> <p>Included. Replacement parts delivery objective is based on the option purchased by the Customer. The options available to the Customer are the following; either 1) a four-hour service response or 2) a service response during the next local business day, during normal business hours, after Dell Technologies deems that a replacement part delivery is necessary. A same business day 4-hour part is one which upon failure may prevent the Supported Product that causes the loss of ability to perform critical business functions and requires immediate response. Parts deemed non-critical include, but are not limited to: bezels, mechanical chassis, hard drive blanks, rail kits, cable management accessories. Parts that may be deemed critical are: motherboards, CPUs, select memory modules and hard disk drives.</p> <p>Local country shipment cut-off times may impact the same day/next local business day delivery of non-critical replacement parts.</p> <p>Installation of all replacement parts performed by Dell Technologies as part of Onsite Response, but Customer has option to perform installation of Customer Replaceable Units (CRUs). See Dell Technologies Product Warranty and Maintenance Table for listing of parts designated as CRUs for specific Equipment or contact Dell Technologies for more details.</p> <p>If Dell Technologies installs the replacement part, Dell Technologies will arrange for its return to a Dell Technologies facility. If Customer installs the CRU, Customer is responsible for returning the replaced CRU to a facility designated by Dell Technologies.</p> <p>If the Dell technician determines that the Supported Product is one that should be replaced as a whole unit, Dell Technologies reserves the right to send Customer a whole replacement unit. Whole unit replacements may not be stocked for same day response times and there may be extended lead times for arrival of a whole unit replacement at your location, depending on where you are located and the type of Product being replaced.</p>

Service Description

PROACTIVE SOLID STATE DRIVE REPLACEMENT	<p>If, prior to reaching its Endurance Level, a solid state drive reaches the Endurance Level Threshold (as determined by Dell) or beyond, the Customer is eligible to receive a replacement solid state drive. "Endurance Level" means the average life span of an eligible SSD. "Endurance Level Threshold" is the point in the SSD's life span (as determined by Dell) at which the drive becomes eligible for replacement--for example, upon reaching 95% of the Endurance Level. Endurance Level Thresholds will vary.</p>	<p>Included for Storage and Hyperconverged/Converged Infrastructure Products.</p> <p>Response objective is based on the applicable Replacement Parts Delivery and Onsite Response service features detailed above. Customer must activate and maintain the currently supported version(s) of remote IT support and monitoring software (implemented as a secure connect gateway), during the applicable term of support. Connectivity software enablement, as applicable, is a prerequisite for these additional renewal service features.</p> <p>Pre-imaged drives are not eligible for Proactive Solid State Drive Replacement by Dell Technologies.</p>
RIGHTS TO NEW RELEASES OF SOFTWARE	<p>Dell Technologies provides the rights to new Software Releases as made generally available by Dell Technologies.</p>	<p>Included.</p>
INSTALLATION OF NEW SOFTWARE RELEASES	<p>Dell Technologies performs the remote installation of new Software Releases.</p>	<p>Equipment Operating Environment (OE) Software</p> <p>Included with ProSupport 4-hour only on storage equipment when the associated embedded operating environment software being installed is covered by a Dell warranty or a current Dell maintenance contract. Equipment operating environment software is defined as user interface software programming and/or microcode needed to enable the Equipment administration, control, and perform its basic functions, and without which the equipment cannot operate.</p> <p>Customer is entitled to remote installation of the OE software updates with an activated and maintained supported version of secure connect gateway software.</p> <p>Please reference the Product Warranty Maintenance Table for eligible products.</p> <p>Other Software (non-OE)</p> <p>Customer performs the installation of new Software Releases unless otherwise deemed necessary by Dell Technologies.</p>
24X7 REMOTE MONITORING AND REPAIR	<p>Certain Products will automatically and independently contact Dell Technologies to provide input to assist Dell Technologies in problem determination.</p> <p>Dell Technologies remotely accesses Products if necessary for additional diagnostics and to provide remote support.</p>	<p>Included for Products that have remote monitoring tools and technology available from Dell Technologies.</p> <p>Once Dell Technologies is notified of a problem, the same response objectives for Global Technical Support and Onsite Response will apply as previously described.</p>

COLLABORATIVE ASSISTANCE

If a Customer opens a service request and Dell Technologies determines that the problem arises with an eligible third-party vendor's products commonly utilized in conjunction with Products covered by a current Dell Technologies warranty or maintenance contract, Dell Technologies will endeavor to provide Collaborative Assistance under which Dell Technologies: (i) serves as a single point of contact until the problems are isolated; (ii) contacts the third-party vendor; (iii) provides problem documentation; and (iv) continues to monitor the problem and obtain status and resolution plans from the vendor (where reasonably possible).

Service Description

To be eligible for Collaborative Assistance, Customer must have the appropriate active support agreements and entitlements directly with the respective third-party vendor and Dell Technologies or an authorized Dell Technologies reseller. Once isolated and reported, the third-party vendor is solely responsible to provide all support, technical and otherwise, in connection with resolution of the Customer's problem. **Dell Technologies IS NOT RESPONSIBLE FOR THE PERFORMANCE OF OTHER VENDORS' PRODUCTS OR SERVICES.** A list of Collaborative Assistance partners can be found on the [Collaborative Assistance List](#). Please note that supported third-party products may change at any time without notice to Customers.

DELL TECHNOLOGIES SYSTEM SOFTWARE SUPPORT

Dell Technologies Software support included within ProSupport for Infrastructure provides support for select Third Party Products, including select end-user applications, operating systems, hypervisors and firmware when such Third Party Products are 1) purchased from Dell Technologies, 2) purchased with Products, 3) currently installed and operating on Products at the time that support is requested, and 4) The Product is covered by an existing ProSupport for Infrastructure support and maintenance term of service. Customer is solely responsible for correcting any problems with licenses and purchases of eligible software to be eligible to receive these Services at any time during the coverage period. A list of eligible software can be found on the [Comprehensive Software Support List](#). Please note that supported Third Party Products may change at any time without notice to Customers. Situations giving rise to Customer's questions must be reproducible on a single system, which may be physical or virtual. Customer understands and accepts that resolutions of certain issues giving rise to Customer's service request may not be available from the publisher of the relevant software title (including but not limited to, instances where the publisher is no longer providing support or maintenance on the relevant software title for any reason) or may require additional support from the publisher, including installation of additional software or other changes to Products, Customer accepts that in such situations where no resolution is available from the publisher of the relevant software title, Dell Technologies' obligation to provide support to the Customer will also be fully satisfied.

Additional Terms and Conditions Applicable to End Users Purchasing Product(s) from an OEM

An "OEM" is a reseller who sells the Supported Products in a capacity as an original equipment manufacturer that is purchasing Dell Technologies Products and Services from the OEM Solutions (or its successor) business group for an OEM project. An OEM typically embeds or bundles such Dell Technologies Products in or with OEM Customer's proprietary hardware, software or other intellectual property, resulting in a specialized system or solution with industry or task-specific functionality (such system or solution an "OEM Solution") and resells such OEM Solution under OEM's own brand. With respect to OEMs, the term "Supported Products" includes Dell Technologies Supported Products that are provided without Dell Technologies branding (i.e. unbranded OEM-ready system), and "End-User" means you, or any entity purchasing an OEM Solution for its own end-use and not for reselling, distributing or sub-licensing to others. It is OEM's responsibility to provide first level troubleshooting to the End User. An appropriate best-effort initial diagnosis should be performed by OEM before the call goes to Dell Technologies. This OEM maintains responsibility for providing the initial troubleshooting even when its End User engages Dell Technologies to request service, and if an End User contacts Dell Technologies for service without contacting their OEM, Dell Technologies will ask the End User to contact their OEM to receive first level troubleshooting before contacting Dell Technologies.

Dell Technologies ProSupport for Infrastructure on Non-Standard Parts in Custom Server Products

The repairs and exchanges of non-standard or unique parts ("Non-Standard Component Support Services") are a value-added exchange service complementing Customer's PowerEdge Product warranty that covers standard Dell Technologies components in a standard configuration, and that require replacement due to defects in workmanship or materials ("Warranty Repairs"). Dell Technologies branded firmware/software for "Non-Standard Components" is NOT available, and the Customer must use manufacturer provided utilities to monitor and/or update the component. The Customer will also work with the manufacturer directly to resolve any quality issues related to software/firmware, utilities, and hardware. Dell Technologies will provide Non-Standard Support Services to replace non-standard or unique parts that Customer forecasted and guaranteed to be available as set forth above, and once Customer has made corresponding arrangements to assist Dell Technologies in placing any orders for service stock in order to facilitate repair activity. Provided Customer has accurately forecasted stocking needs, Dell Technologies will exchange the part that exhibits a defect according to the Customer's applicable response time for Warranty Repairs and install the replacement part in the Customer's Product, but Customer acknowledges and agrees that Dell Technologies is not liable to Customer to ensure part availability. Same day (e.g. 4 hour) parts and field response may not be available for "non-standard" component replacement, and Dell Technologies will default to Next Business Day Service in these cases. Replacement parts may be new or refurbished as permitted by local law, and fulfillment of Non-Standard Component Support Services repairs and exchanges may require Dell Technologies to utilize a third party manufacturer/third party publisher's warranty and/or

Service Description

maintenance services, and Customer agrees to assist Dell Technologies and provide any materials requested by any third party manufacturer or third party publisher to facilitate utilization of the corresponding third party warranty and/or maintenance services.

Dell Technologies's engineering testing of the resulting configuration pursuant to a separate statement of work (SOW) e.g., testing done after installation of the non-standard or unique parts for a configuration that uses software requested by Customer -- is a point in time activity to be done once rather than on a continuous basis, and the Non-Standard Component Support Services are available only on the specific configuration as defined by Customer and tested by Dell Technologies. Dell Technologies will communicate the exact hardware configuration tested including firmware levels. Once engineering testing is complete Dell Technologies will provide the results via reports with indication of Pass/Fail. Dell Technologies will use commercially reasonable efforts to support recognition and operation of the non-standard component on the Dell Technologies Product, however modification of Dell Technologies standard utilities (including BIOS, IDRAC, and connectivity software) will not be supported. Customer will be responsible for working with the manufacturer directly to resolve any non-standard component issues which arise during engineering testing (including quality issues, software, firmware, or hardware specifications/limitations). Additional Dell Technologies engineering testing after Customer has received a report with an indication of PASS will require a new SOW and associated non-recurring engineering fees, including any engineering testing requested in connection with a repair or replacement of any component of the configuration during the warranty term of the Customer's Equipment.

Other Details about Your Service

The warranty periods and support options ("Support Information") on this website apply (i) only between Dell Technologies and those organizations that procure the applicable products and/or maintenance under a contract directly with Dell Technologies (the "Dell Technologies Customer"); and (ii) only to those products or support options ordered by the Dell Technologies Customer at the time that the Support Information is current. Dell Technologies may change the Support Information at any time. Other than changes caused by publishers and manufacturers of Third Party Products, the Dell Technologies Customer will be notified of any change in the Support Information in the manner stated in the then current product ordering and/or maintenance related agreement between Dell Technologies and the Dell Technologies Customer, but any such change shall not apply to products or support options ordered by the Dell Technologies Customer prior to the date of such change.

Dell Technologies will have no obligation to provide Support Services with respect to Equipment that is outside the Dell Technologies Service Area. "Dell Technologies Service Area" means a location that is within (i) one hundred (100) drivable miles or one hundred sixty (160) drivable kilometers of a Dell Technologies service location; and (ii) the same country as the Dell Technologies service location, unless otherwise defined in your governing agreement with Dell Technologies, in which case the definition in the governing agreement prevails. For EMEA Customers, unless stated otherwise in this Service Description or the Agreement, on-site service is available within a distance of up to 150 kilometers from nearest Dell Technologies Logistics location (PUDO or Pick-Up/Drop-Off location). Please contact your sales representative for more information about availability of on-site service in EMEA.

This Service is not available at all locations. If your Product is not located in the geographic location that matches the location reflected in Dell Technologies's service records for your Product, or if configuration details have been changed and not reported back to Dell Technologies, then Dell Technologies must first re-qualify your Product for the support entitlement you purchased before applicable response times for the Product can be reinstated. Service options, including service levels, technical support hours, and on-site response times will vary by geography and configuration, and certain options may not be available for purchase in Customer's location, so please contact your sales representative for these details. Dell Technologies obligation to supply the Services to relocated Products is subject to various factors, including without limitations, local Service availability, additional fees, and inspection and recertification of the relocated Products at Dell Technologies then-current time and materials consulting rates. Unless otherwise agreed between Dell Technologies and Customer, in cases where service parts are shipped directly to Customer, the Customer must be able to accept shipment at the location of the Products to be serviced. Dell Technologies will not be held liable for support delays due to the Customer's failure or refusal to accept shipment of parts. Multi-component storage systems require active support option agreements on all hardware and software components of the system in order to receive all of the benefits of the support agreement for the entire solution. Unless otherwise agreed in writing with Customer, Dell Technologies reserves the right to change the scope of Support Services on sixty (60) days' prior written notice to Customer.

Parts Stocked: Dell currently stocks parts in various locations throughout the world. Selected parts may not be stocked in the location closest to a customer's site. If a part that is needed to repair the Supported Product is not available from a Dell facility near the Customer's location and must be transferred from another facility, it will be shipped using overnight delivery. Four (4) hour parts

Service Description

locations stock components of the system, as determined by Dell. A 4-hour eligible component is one, which upon failure, may prevent the system from performing its basic functions. Parts deemed non-critical include, but are not limited to: software, floppy drives, media drives, modems, speakers, sound cards, zip drives, monitors, keyboards, and mice. In order to receive four (4) hour parts, Customer must be located within the coverage area determined by Dell. Dell shall only stock parts in accordance with standard configurations. Stocking of service parts requires thirty (30) days lead time.

Products or services obtained from any Dell Technologies reseller are governed solely by the agreement between the purchaser and the reseller. That agreement may provide terms that are the same as the Support Information on this website. The reseller may make arrangements with Dell Technologies to perform warranty and/or maintenance services for the purchaser on behalf of the reseller. Customers and resellers who perform warranty and/or maintenance services or professional services must be properly trained and certified. Performance of any services by untrained/uncertified Customers, resellers or third parties may result in additional fees if support from Dell Technologies is required in response to such third parties' performance of services. Please contact the reseller or the local Dell Technologies sales representative for additional information on Dell Technologies performance of warranty and maintenance services on Products obtained from a reseller.

Dell Technologies retains the right to determine the final resolution of all support incidents. Activities such as, but not limited to, the following are excluded from this service: Services required due to failure to incorporate any system fix, repair, patch, or modification provided by Dell Technologies; services that, in the opinion of Dell Technologies, are required due to unauthorized attempts by third-party personnel to install, repair, maintain, or modify hardware, firmware, or software; services that, in the opinion of Dell Technologies, are required due to improper treatment or use of the products or equipment; and services required due to failure of the Customer to take avoidance action previously advised by Dell Technologies.

Any service, task or activity other than those specifically noted in this Service Description under "The Scope of this Service" is not included and will be considered out-of-scope. Out-of-scope services will be charged in accordance with Dell Technologies' then-current time and materials "Out of Scope" hourly rate for the specified service, task or activity performed.

CONTACT US

To learn more, contact your local representative or authorized reseller.

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Rev. August 8, 2023

Quotation (Open)

Quote # : 99300 1 rev of 1
 Modified Date: Dec 06, 2023 05:39 PM PST
 Expiration Date: 01/05/2024
 Description:

Notes
 12/23/2023 - 01/31/2025 service term

Sales Associates

Preparer: Rudolph, Scott
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CompuWave, Inc

1884 Eastman Ave
 Suite 111
 Ventura, California 93003
 United States
 www.compuwave.com
 (P) 805-650-8808
 (F) 805-650-8561

Customer Contact

Manning, Laura
 lmanning@countyofsb.org
 (P) 805-568-2528

Customer PO:	Terms: Undefined	Ship Via: FedEx Ground
Special Instructions:		Carrier Account #:

The Products & Services You've Requested!

#	Description	Part #	Tax	Qty	Unit Price	Total
1	ProSupport Software Support-Maintenance VxRail P570d / VxRail V570d Upgrades and Extensions Note: Service tags: JVC7773 JVC7673 JVC6773 JVC7G73 JVC6G73	844-4317	No	5	\$0.02	\$0.10
2	ProSupport, vSAN, Enterprise, 1 Processor, 1 Year VxRail P570d / VxRail V570d Upgrades and Extensions Note: Service tags: JVC7773 JVC7673 JVC6773 JVC7G73 JVC6G73	823-4149	No	5	\$2,195.00	\$10,975.00
3	ProSupport Mission Critical, vSphere Enterprise Plus, 1 Processor, 1 Year VxRail P570d / VxRail V570d Upgrades and Extensions Note: Service tags: JVC7773 JVC7673 JVC6773 JVC7G73 JVC6G73	819-6385	No	5	\$1,709.00	\$8,545.00
4	ProSupport Mission Critical 4-Hour 7x24 On-Site Service with Emergency Dispatch VxRail P570d / VxRail V570d Upgrades and Extensions Note: Service tags: JVC7773 JVC7673 JVC6773 JVC7G73 JVC6G73	819-0539	No	5	\$1,659.00	\$8,295.00
5	ProSupport 4-Hour 7x24 Technical Support and Assistance VxRail P570d / VxRail V570d Upgrades and Extensions Note: Service tags: JVC7773 JVC7673 JVC6773 JVC7G73 JVC6G73	890-1594	No	5	\$2,495.00	\$12,475.00

Subtotal: \$40,290.10
 Tax (8.7500%): \$0.00
 Shipping: \$0.00
Total: \$40,290.10

All prices are subject to change without notice. Supply subject to availability.



EMC Maintenance Quote

Quote Date: 16-JAN-24
Quote Number: 25586657-1710105
Version Number: V1

CompuWave, Inc
 1884 Eastman Ave Suite 111
 Ventura, Ca 93003

Sales Rep Name: Scott Rudolph

(PH): 805-469-4730
(FAX): 805-650-9644

Bill To:
 County of Santa Barbara IT
 105 East Anapamu St
 Room 304
 Santa Barbara
 Ca, 93101
 US

Quote To Contact:
 Jason Womack

Quote To Customer:
 County of Santa Barbara-IT

Serial Number	HW Identifier	Model Number	Model Description	Support Option	QTY	Renewal Coverage Start Date	Renewal Coverage End Date	Days	Annual Renewal List Price USD \$	List Price for Quoted Period USD \$	County Renewal cost
APM00193005650	APM00193005650	DD6800-CTL	SYSTEM DD6800 CTL NFS CIFS	PROSUPPORT PLUS 4HR/MC HARDWARE	1	27-JAN-24	25-AUG-24	212			1,199.00
	APM00193005650	C-10GBTM4P-NF	DD 10GBASE T IO MODULE 4PORT	PROSUPPORT PLUS 4HR/MC HARDWARE	1	27-JAN-24	25-AUG-24	212			0.00
	APM00193005650	C-10GMOP4P-NF	DD 10GBE IO MOD OPTICAL SFP 4PORT	PROSUPPORT PLUS 4HR/MC HARDWARE	1	27-JAN-24	25-AUG-24	212			0.00
	APM00193005650	C-DS60-3-180S-G3	OPT DS60 SHELF 60X3TB SAS HDD G3	PROSUPPORT PLUS 4HR/MC HARDWARE	1	27-JAN-24	25-AUG-24	212			4,495.00
	APM00193005650	C-DS60-3-45S-G3	OPT DS60 SHELF 15X3TB SAS HDD G3	PROSUPPORT PLUS 4HR/MC HARDWARE	1	27-JAN-24	25-AUG-24	212			1,195.00
23081455	APM00193005650	456-109-724	LICENSE BASE DD OE DD6800-IA	ProSupport Plus MC Software Support	1	27-JAN-24	25-AUG-24	212			549.00
	APM00193005650	458-001-800	DD SOFTWARE=CB	ProSupport Plus MC Software Support	225	27-JAN-24	25-AUG-24	212			9,295.00
23081454	APM00193005650	456-111-330	FS 800GB 0.8TB RAW=CF	ProSupport Plus MC Software Support	4	27-JAN-24	25-AUG-24	212	0.00	0.00	0.00
23081457	APM00193005650	456-111-862	DS60 3TB ACT 45TB RAW=CB	ProSupport Plus MC Software Support	5	27-JAN-24	25-AUG-24	212	0.00	0.00	0.00
	APM00193005650	458-001-801	DD BOOST SOFTWARE OPTION=CB	ProSupport Plus MC Software Support	225	27-JAN-24	25-AUG-24	212	2,700.00	1,567.74	1,399.00
23056426	APM00193009751	456-111-836	OPENSTACK DP EXTN FOR AV=IA	ProSupport Plus MC Software Support	1	25-JAN-24	25-AUG-24	214	0.00	0.00	0.00
	APM00193009751	458-001-769	OPENSTACK DP EXTN	ProSupport Plus MC Software Support	1	25-JAN-24	25-AUG-24	214	0.00	0.00	0.00
	APM00193009751	458-002-385	DATA PROTECTION CENTRAL HIGH=CA	ProSupport Plus MC Software Support	1	25-JAN-24	25-AUG-24	214	0.00	0.00	0.00
	DPS	458-002-484	EMC GRANULAR RECOVERY MICROSC	ProSupport Plus MC Software Support	10	25-JAN-24	25-AUG-24	214	0.00	0.00	0.00
	STORAGE SW	458-002-352	DELL EMC ESA FOR VROPS=IC	ProSupport MC Software Support	1	25-JAN-24	25-AUG-24	214	0.00	0.00	0.00
23056437	DPA	456-112-408	DPA SINGLE FED REPORTING SERVER	ProSupport MC Software Support	1	25-JAN-24	25-AUG-24	214	0.00	0.00	0.00
23056449	DPA	456-110-834	DPS FOR VMWARE DPA ENABLER=C=C	ProSupport MC Software Support	1	25-JAN-24	25-AUG-24	214	0.00	0.00	0.00
	DPS	458-001-192	DPS FOR VMWARE	ProSupport MC Software Support	1	25-JAN-24	25-AUG-24	214	0.00	0.00	0.00
	DPS	458-002-386	DATA PROTECTION CENTRAL MID=CA	ProSupport MC Software Support	1	25-JAN-24	25-AUG-24	214	0.00	0.00	0.00
23056441	DPS	456-113-086	NW 9.24 DPS CAP ENABLER=CA	ProSupport MC Software Support	1	25-JAN-24	25-AUG-24	214	0.00	0.00	0.00
23056443	DPS	456-112-133	VMWARE DP EXTENSION 4.0=IA	ProSupport MC Software Support	1	25-JAN-24	25-AUG-24	214	0.00	0.00	0.00
23056444	DPS	456-110-856	CLUSTER BOOST V2 VM 2TB FOR DPS EN	ProSupport MC Software Support	1	25-JAN-24	25-AUG-24	214	0.00	0.00	0.00
23056445	DPS	456-112-859	DPS FOR VMWARE 2TB AVE H ENABLER	ProSupport MC Software Support	2	25-JAN-24	25-AUG-24	214	0.00	0.00	0.00
23056446	DPS	456-112-858	DPS FOR VMWARE AVAMAR H ENABLER	ProSupport MC Software Support	1	25-JAN-24	25-AUG-24	214	0.00	0.00	0.00
23056447	DPS	456-113-864	DPS FOR VMWARE RP4VM ENABLER=H	ProSupport MC Software Support	12	25-JAN-24	25-AUG-24	214	0.00	0.00	0.00
23056448	DPS	456-110-832	DPS FOR VMWARE SOCKETS=IA	ProSupport MC Software Support	12	25-JAN-24	25-AUG-24	214	5,796.00	3,396.58	3,095.00
23056450	DPS	456-110-835	DPS FOR VMWARE DPSEARCH ENABLER	ProSupport MC Software Support	1	25-JAN-24	25-AUG-24	214	0.00	0.00	0.00
	DPS	458-002-386	DATA PROTECTION CENTRAL MID=CA	ProSupport MC Software Support	1	25-JAN-24	25-AUG-24	214	0.00	0.00	0.00
	DPS	458-002-483	EMC GRANULAR RECOVERY MICROSC	ProSupport MC Software Support	10	25-JAN-24	25-AUG-24	214	0.00	0.00	0.00
Grand Total									8,496.00	4,964.32	21,227.00

Hardware Total	\$	6,889.00
Software Total	\$	14,338.00
Grand Total	\$	21,227.00

Agreement for Services of Independent Contractor
by and between the County of Santa Barbara and BMAK Inc., dba CompuWave

EXHIBIT B

PAYMENT ARRANGEMENTS

Periodic Compensation

- A. For Services to be rendered under this Contract, CONTRACTOR shall be paid a total contract amount, not to exceed **\$277,370.10**.
- B. Annually, CONTRACTOR shall submit to the Information Technology Department an invoice for the Services performed over the period specified. These invoices must clearly identify the work performed and must reference the assigned Contract Number. The Information Technology Department shall evaluate the quality of the Services performed and, if found to be satisfactory, shall initiate payment processing. COUNTY shall pay invoices or claims for satisfactory Services within 30 days of receipt of correct and complete invoices or claims from CONTRACTOR.
- C. COUNTY's failure to discover or object to any unsatisfactory work or billings prior to payment will not constitute a waiver of COUNTY's right to require CONTRACTOR to correct such work or billings or seek any other legal remedy.

Agreement for Services of Independent Contractor
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EXHIBIT C

**Indemnification and Insurance Requirements (For
Information Technology Contracts)**

INDEMNIFICATION

CONTRACTOR agrees to indemnify, defend (with counsel reasonably approved by COUNTY) and hold harmless COUNTY and its officers, officials, employees, agents and volunteers from and against any and all claims, actions, losses, damages, judgments and/or liabilities arising out of this Agreement from any cause whatsoever, including the acts, errors or omissions of any person or entity and for any costs or expenses (including but not limited to attorneys' fees) incurred by COUNTY on account of any claim except where such indemnification is prohibited by law. CONTRACTOR'S indemnification obligation applies to COUNTY'S active as well as passive negligence but does not apply to COUNTY'S sole negligence or willful misconduct.

NOTIFICATION OF ACCIDENTS AND SURVIVAL OF INDEMNIFICATION PROVISIONS

CONTRACTOR shall notify COUNTY immediately in the event of any accident or injury arising out of or in connection with this Agreement. The indemnification provisions in this Agreement shall survive any expiration or termination of this Agreement.

INSURANCE

CONTRACTOR shall procure and maintain for the duration of this Agreement insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder and the results of that work by the CONTRACTOR, its agents, representatives, employees or subcontractors.

- A. Minimum Scope of Insurance Coverage shall be at least as broad as:
1. **Commercial General Liability (CGL):** Insurance Services Office (ISO) Form CG 00 01 covering CGL on an "occurrence" basis, including products-completed operations, personal & advertising injury, with limits no less than \$1,000,000 per occurrence and \$2,000,000 in the aggregate.
 2. **Automobile Liability:** Insurance Services Office Form Number CA 0001 covering, Code 1 (any auto), or if CONTRACTOR has no owned autos, Code 8 (hired) and 9 (non-owned), with limit no less than \$1,000,000 per accident for bodily injury and property damage.
 3. **Workers' Compensation:** Insurance as required by the State of California, with Statutory Limits, and Employer's Liability Insurance with limit of no less than \$1,000,000 per accident for bodily injury or disease. **(Not required if CONTRACTOR provides written verification that it has no employees)**
 4. **Professional Liability** (Errors and Omissions) Insurance appropriate to the CONTRACTOR'S profession, with limit of no less than \$1,000,000 per occurrence or claim, \$2,000,000 aggregate.
 5. **Cyber Liability Insurance:** Cyber Liability Insurance, with limits not less than \$2,000,000 per occurrence or claim, \$2,000,000 aggregate. Coverage shall be sufficiently broad to

Agreement for Services of Independent Contractor

by and between the County of Santa Barbara and BMAK Inc., dba CompuWave

respond to the duties and obligations as is undertaken by the CONTRACTOR in this agreement and shall include, but not be limited to, claims involving security breach, system failure, data recovery, business interruption, cyber extortion, social engineering, infringement of intellectual property, including but not limited to infringement of copyright, trademark, trade dress, invasion of privacy violations, information theft, damage to or destruction of electronic information, release of private information, and alteration of electronic information. The policy shall provide coverage for breach response costs, regulatory fines and penalties as well as credit monitoring expenses.

If the CONTRACTOR maintains higher limits than the minimums shown above, the COUNTY requires and shall be entitled to coverage for the higher limits maintained by the CONTRACTOR. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the COUNTY.

B. Other Insurance Provisions

The insurance policies are to contain, or be endorsed to contain, the following provisions:

1. **Additional Insured** – COUNTY, its officers, officials, employees, agents and volunteers are to be covered as additional insureds on the CGL policy with respect to liability arising out of work or operations performed by or on behalf of the CONTRACTOR including materials, parts, or equipment furnished in connection with such work or operations. General liability coverage can be provided in the form of an endorsement to the CONTRACTOR'S insurance at least as broad as ISO Form CG 20 10 11 85 or if not available, through the addition of both CG 20 10 and CG 20 37 if a later edition is used).
2. **Primary Coverage** – For any claims related to this Agreement, the CONTRACTOR'S insurance coverage shall be primary insurance as respects the COUNTY, its officers, officials, employees, agents and volunteers. Any insurance or self-insurance maintained by the COUNTY, its officers, officials, employees, agents or volunteers shall be excess of the CONTRACTOR'S insurance and shall not contribute with it.
3. **Notice of Cancellation** – Each insurance policy required above shall provide that coverage shall not be canceled, except with notice to the COUNTY.
4. **Waiver of Subrogation Rights** – CONTRACTOR hereby grants to COUNTY a waiver of any right to subrogation which any insurer of said CONTRACTOR may acquire against the COUNTY by virtue of the payment of any loss under such insurance. CONTRACTOR agrees to obtain any endorsement that may be necessary to effect this waiver of subrogation, but this provision applies regardless of whether or not the COUNTY has received a waiver of subrogation endorsement from the insurer.
5. **Deductibles and Self-Insured Retention** – Any deductibles or self-insured retentions must be declared to and approved by the COUNTY. The COUNTY may require the CONTRACTOR to purchase coverage with a lower deductible or retention or provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within the retention.
6. **Acceptability of Insurers** – Unless otherwise approved by Risk Management, insurance shall be written by insurers authorized to do business in the State of California and with a minimum A.M. Best's Insurance Guide rating of "A- VII". **Verification of Coverage** – CONTRACTOR shall furnish the COUNTY with proof of insurance, original certificates and amendatory endorsements as required by this Agreement. The proof of insurance, certificates and endorsements are to be received and approved by the COUNTY before work commences. However, failure to obtain the required documents prior to the work beginning shall not waive the CONTRACTOR'S obligation to provide them. The CONTRACTOR shall furnish evidence of renewal of coverage throughout the term of the Agreement. The COUNTY reserves the right to require complete, certified copies of all required insurance policies, including endorsements required by these specifications, at any time.

Agreement for Services of Independent Contractor

by and between the County of Santa Barbara and BMAK Inc., dba CompuWave

7. **Failure to Procure Coverage** – In the event that any policy of insurance required under this Agreement does not comply with the requirements, is not procured, or is canceled and not replaced, COUNTY has the right but not the obligation or duty to terminate the Agreement. Maintenance of required insurance coverage is a material element of the Agreement and failure to maintain or renew such coverage or to provide evidence of renewal may be treated by COUNTY as a material breach of contract.
8. **Claims Made Policies** – If any of the required policies provide coverage on a claims-made basis:
 - i. The Retroactive Date must be shown and must be before the date of the contract or the beginning of contract work.
 - ii. Insurance must be maintained and evidence of insurance must be provided for at least five (5) years after completion of contract work.
 - iii. If coverage is canceled or non-renewed, and not replaced with another claims-made policy form with a Retroactive Date prior to the contract effective date, the CONTRACTOR must purchase “extended reporting” coverage for a minimum of five (5) years after completion of contract work.
9. **Special Risks or Circumstances** – COUNTY reserves the right to modify these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances.

Any change requiring additional types of insurance coverage or higher coverage limits must be made by amendment to this Agreement. CONTRACTOR agrees to execute any such amendment within thirty (30) days of receipt.

Any failure, actual, or alleged, on the part of COUNTY to monitor or enforce compliance with any of the insurance and indemnification requirements will not be deemed as a waiver of any rights on the part of COUNTY.