

Attachment G

Solution Details

Service Description: VCE Core Support

Related Documents

This Service Description should be read in conjunction with the following documents: (1) VCE End User License Agreement and (2) VCE Product Life Cycle.

Direct Purchase from VCE

If Customer has purchased this Support Service directly from VCE, this Service Description is incorporated into the purchasing agreement with VCE. With respect to the VCE Product(s) subject to this Service Description, any conflicting support service terms and conditions stated in such purchasing agreement are modified to the extent stated herein. In the event of a conflict between this Service Description and the purchasing agreement, this Service Description shall govern.

Purchase via VCE Authorized Partner

If Customer has purchased this Support Service through a VCE Authorized Partner, this Service Description is for description purposes only; is not a contract between Customer and VCE. The contract, if any, governing the provision of this Support Service will be the contract between Customer and Customer's VCE Authorized Partner.

VCE provides the Support Service described herein as selected and detailed on an Order for which VCE has been paid the appropriate fee.

Effective for Orders placed on or after 7/9/2012.

VCE Responsibilities

- VCE will provide Customer Service Support Center access through VCE Connect VCE's web-based support portal, 24 hours per day, 7 days per week [24x7] to assist with Product use, configuration and troubleshooting issues. VCE will respond within 30 minutes on a 24x7 basis for Severity 1 Service Requests. For Severity 2 the response time will be 2 hours on a 24x7 basis. For Severity 3 and 4 Service Requests, VCE will respond no later than the next Business Day (local hours).
- VCE will manage problems according to the following VCE Severity Levels:
 - **Severity 1 - Critical:** Customer operations are critically degraded, preventing Customer from performing essential business functions.
 - **Severity 2 - High:** Customer operations are severely degraded, or significant aspects of the Customer's business operations are being negatively impacted by unacceptable system performance. Customer can continue to perform essential business functions.
 - **Severity 3 - Medium:** Customer operations are impaired, however most business operations remain available and functional.
 - **Severity 4 - Request:** Customer operations are minimally impacted or not impacted at all. This includes

assistance with configurations, feature requests, and other non-critical questions.

NOTE: Notwithstanding any provision to the contrary, response times applicable to the Vblock Series 100 enrolled in Core Support are as follows: Severity 1 = 1 hour, Severity 2 = 3 hour, Severity 3 & 4 = NBD.

- VCE Customer Service Support Center will assist the Customer with Product and Third Party Product integration questions. During the course of troubleshooting, if VCE determines the problem resides with the Third Party Product, then, upon request by Customer, VCE will assist Customer in opening a case with the Third Party Supplier, subject to any support agreement in place between Customer and the Third Party Supplier. To the extent possible, VCE will assist the Third Party Supplier in its response and resolution of the Customer's case. If the Customer elects to open a case directly with the Third Party Supplier, upon request by Customer, VCE will provide relevant case information to the Third Party Supplier.
- VCE will make available work-around solutions or patches to reported Software problems using reasonable commercial efforts.
- VCE will make available a Release Matrix on regular intervals through a Release Announcement.
- VCE will make available Software Releases, where available. Software support provided as part of Support Services excludes any Third Party Software that is not sold as part of the Product, as determined by VCE.
- If a Feature Set Upgrade is licensed, the Customer will be entitled to Software Releases (subject to anything to the contrary contained in this Service Description or the purchasing agreement) at the upgraded level for the corresponding Hardware in the Product.
- Applicable supporting documentation, if available, is limited to one copy per Software Release.
- VCE shall provide the Customer with Advance Replacement Services and/or On-site Services as detailed in the Advance Replacement and On-site Service sections below, where available.

Advance Replacement Service

VCE Core Support Services 24x7x4

Advance Replacement Services are subject to geographic and weight restrictions depending upon Install Location. Please note that destination country importation, compliance with US export controls, and customs processes may affect actual delivery times. Shipments will be DDU (Incoterms 2010), except for shipment within or to and from the European Union which will be shipped DDP (Incoterms 2010), using VCE's or its suppliers' preferred carrier, freight prepaid, excluding import duties, taxes and fees, where applicable. Requests for alternate carriers will be at the Customer's expense. VCE's suppliers will provide the Customer with Advance Replacement(s)

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that are either new or equivalent to new in all material respects. Advance Replacement Services will be provided on a Four-Hour Response basis 24x7 where available.

- Where 24x7x4 Advanced Replacement Service is not available, 8x5xNBD delivery service will be provided. An Advance Replacement will ship to arrive NBD, provided that VCE's determination of Hardware failure has been made before 3:00 p.m. Depot Time. If the Customer makes a request after 3:00 p.m. Depot Time or VCE's determination of Hardware failure has been made after 3:00 p.m. Depot Time, VCE will ship the Advance Replacement on the following Business Day for NBD delivery.
- Where NBD delivery is not available, expedited shipping will be provided. Under expedited shipping, Advance Replacement will ship from the serving depot location the same Business Day for expedited delivery (exact delivery dates depend on factors such as location, carrier service availability, etc.), provided that VCE's determination of Hardware failure has been made before 3:00 p.m. Depot Time. Determinations that occur after 3:00 p.m. Depot Time will be shipped the following Business Day.

On-site Support Service

VCE Core Support On-site Services 24x7x4

On-site Support Services, as determined when necessary in VCE's sole discretion, are subject to geographic restrictions depending upon Install Location. VCE will provide Four-Hour Response for Remedial Hardware Maintenance 24x7x4 where available, including VCE observed holidays, together with parts, labor and materials. Installation of all FRUs will be performed by VCE or a VCE Authorized Partner as part of the On-site Support Service, but Customer has the option to perform installation of CRUs. If VCE installs the FRU, VCE will arrange for the return through the manufacturers' return processes.

- Where 24x7x4 On-site Support Service is not available, VCE will provide NBD Remedial Hardware Maintenance, together with parts, labor and materials by 5:00 p.m. Depot Time, provided VCE's determination that On-site Service is required has been made before 3:00 p.m. Depot Time the prior day (otherwise, second Business Day will be provided for calls placed after 3:00 p.m. Depot Time).
- Where NBD delivery of the parts is not available, expedited shipping will be provided and VCE will provide On-site Support Service upon arrival of the parts.

Escalation Response

VCE will provide Escalation Response Support Services for Severity 1 issues that are unresolved in a timely manner or at the reasonable request of Customer. Escalation Response will be provided to manage and track production impacting events until Product is restored. VCE will use commercially reasonable efforts to:

- Coordinate with knowledgeable staff at VCE and VMware, Cisco and EMC.

- Provide VCE executive awareness for unresolved Severity 1 issues.
- Provide regular updates to Customer with regard to outstanding issues and action plans.

Customer Responsibilities

The provision of the Support Services by VCE assumes that the Customer will:

- Purchase and maintain equivalent levels of support for all Products purchased and supported by VCE.
- Provide, at the Customer's expense, reasonable access to the Product through the Internet or via modem to establish a data communication link between the Customer and the VCE Customer Service Support Center engineer.
- Provide systems passwords and access rights so that problems may be diagnosed and, where possible, corrected remotely.
- Provide thirty (30) days written notice to VCE of any requested addition(s) to the Customer's list of equipment.
- Notify VCE in writing of Product(s) that the Customer intends to move to a new permitted Install Location thirty (30) days prior to such relocation. Support Services will be provided to the Customer at the new permitted Install Location beginning thirty (30) days after receipt of the Customer's notification, provided that the new Install Location is permitted under the Agreement and the Support Services are available at the new Install Location.
- Notify VCE in writing of any modification to the Product and configuration including upgrades or changes to FRUs not in the original configuration within five (5) days of such modification.
- Provide current shipment contact information as follows: contact name, title, address, telephone number, e-mail address, and fax number.
- Provide valid and applicable serial numbers for all Product components when reporting problems and issues to VCE or where the Customer is seeking information from VCE in connection with Product use. VCE may also require the Customer to provide additional information in the form of Install Location of the Product, city location details and zip code information.
- Designate Authorized Support Contacts that have a basic understanding of, and expertise in the tasks related to, administering the Product technology - such as operating systems, application servers, and databases.
- When requested, provide VCE with a list of all Authorized Support Contacts that the Customer has authorized to contact VCE. The Customer is responsible for reviewing and notifying VCE changes in personnel as necessary.

In addition to the foregoing, the Customer is responsible for the following with respect to the Advance Replacement Services section. Customer will:

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- Return any defective Product in accordance with RMA procedures, including proper packaging, a description of failure, and written specifications of any other changes or alterations. For Products not returned to VCE, the Customer will provide VCE with a purchase order to facilitate non-returned Product billing. The Customer agrees to assist VCE with troubleshooting to determine the failed Hardware component at the FRU/CRU level prior to initiating the RMA procedure. Note: Returns must be received within thirty (30) days of Customer receiving the FRU/CRU; otherwise, the replacement Product will be charged at the current Price List. Returns due to replacement shall be shipped DDU (Incoterms 2010) or FCA (Incoterms 2010) as applicable.

In addition to the foregoing, the Customer is responsible for the following with respect to the On-site Support Service section. Customer will:

- Provide an appropriate work environment and reasonable access to working space including heat, light, ventilation, electric current and outlets, and local telephone extension (or toll free domestic and international access to VCE) for the use of VCE or its subcontractors in the Product's physical Install Location.
- Back-up Software images and configurations on a regularly scheduled basis and provide those images and configurations to VCE On-site personnel in connection with Remedial Hardware Maintenance.
- Provide VCE with the name of a point of contact prior to delivery of equipment by VCE personnel or a VCE Authorized Partner.
- Provide File Transfer Protocol capabilities or Internet access for the purpose of downloading Software images by VCE On-site personnel.
- Provide safety and security protection of VCE's personnel and/or its subcontractors for the Customer's unstaffed sites.

NOTE: The Customer is solely responsible for adhering to these stated Customer Responsibilities and all stated Support Service objectives are contingent upon the same. In the event the Customer fails to so adhere, all Support Services will nonetheless be provided using reasonable efforts but will be subject to additional "uplift" pricing as determined by VCE in its sole discretion.

Hardware and Software End-of-Life Support
VCE will provide Customer with notice of the retirement of Vblock platform Hardware or Software components. When a Product has reached end of life, it will no longer be made generally available for sale and will be supported only in the manner and for the term specified by the applicable end-of-life policies for Hardware and Software established and maintained by the manufacturers. Additional details can be found in the VCE Product Life Cycle document.

Supplemental Glossary of Terms

- **Advance Replacement** means shipment of replacement FRU before VCE receives failed or defective FRU.
- **Authorized Support Contacts** means the Customer technical contacts responsible for reading, understanding, and following operating instructions and procedures in VCE technical documentation. Authorized Support Contacts are responsible for opening and managing Service Requests and must be able to follow procedures and recommendations provided by VCE Customer Support during Service Request management and resolution.
- **Business Day** means generally accepted days of operation per week during Standard Business Hours within the relevant region where the Support Services shall be performed, excluding local holidays as observed by VCE.
- **Customer** means the entity purchasing under the terms of an applicable purchasing agreement.
- **Customer Replaceable Unit (CRU)** means a component part or sub-assembly of a component part that can be replaced by Customer.
- **Depot Time** means Central European Time for services provided in Europe-Middle-East and Africa, Australia's Eastern Standard Time for services provided in Australia, Japan's Standard Time for services provided in Japan and Central Standard Time for services provided in all other locations.
- **Feature Set Upgrade** means a separately licensed and priced Software release that contains an enhanced configuration or feature set and is not included in Support Services.
- **Field-Replaceable Unit (FRU)** means any component or subassembly of an item or unit of Hardware that reasonably can be replaced at the Customer's Install Location. FRUs also may be subject to size and weight limitations.
- **Four-Hour Response** means:
 - For Advance Replacement, the four-hour time period commences upon the VCE problem diagnosis and determination that a FRU is required and ends when the FRU is delivered On-site.
 - For On-site service, the four-hour time period commences upon the VCE problem diagnosis and determination that remedial on-site service is required and ends when authorized VCE personnel arrive On-site.
- **Hardware** means the physical hardware components and related documentation provided by VCE to Customer pursuant to an Order.
- **Install Location** means the Customer's data center location where the Products will be delivered and installed as specified in an Order.

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- **Independent Software Vendor** means a supplier of Third Party Software.
 - **On-site** means the Services are to be performed at a Customer Install Location.
 - **Order** means Quote provided to Customer by VCE that will be deemed accepted by Customer when Customer places an order.
 - **Price List** (or a Product's "List Price") means the VCE standard pricing for generally available Products applicable to the Quote at issue.
 - **Product** means a Vblock™ Infrastructure Platform.
 - **Quote** means one or more quotations for Products or Services (which may be in the form of a statement of work) or other documents issued by VCE specifying the Products and/or Service that may be purchased by Customer, including relevant pricing and other additional information necessary to complete a transaction.
 - **Release Announcement** means a document available to the Customer that contains a Release Matrix, release notes, upgrade documentation, system documentation, and/or directions to obtain customer-installable component updates.
 - **Release Matrix** means a validated Hardware/Software compatibility table outlining the approved versions supported by the VCE Customer Service Support Center.
 - **Remedial Hardware Maintenance** means On-site diagnosis, maintenance and/or replacement of Hardware components with FRUs.
 - **Return Materials Authorization (RMA)** means the process by which Customers return certain hardware to VCE.
 - **Service Request** means a request for support on a Product.
 - **Severity Level** means the categorization of applicable problems with components of Products provided by VCE.
 - **Software** means all software and related documentation (each as defined in the applicable Exhibits) provided to Customer pursuant to an Order including Software Releases and Third Party Software.
 - **Software Release** means a new version of VCE Software containing the same configuration or feature set as originally acquired that is made available without charge pursuant to (i) the warranty for Software or (ii) the Support Services for licensed Software, but does not mean a new Product, unless the Customer has upgraded the applicable Hardware or Software to a configuration or feature set other than what was originally acquired, and the applicable license fee for such upgrade has been paid. Updates do not include Feature Set Upgrades.
 - **Standard Business Hours** means, as applicable: (i) 8:00 AM to 5:00 PM, Depot Time, on Business Days, for replacement of failed Products, (ii) 8:00 AM to 5:00 PM, local time at the location of the respective Customer Service Support Center, on Business Days, for case handling of support calls.
 - **Support Service(s)** means the Service provided by VCE or its designee to Customer for the support and maintenance of standard Products.
 - **Third Party Product** means hardware or software that Customer has acquired directly from Third Party Supplier that is not part of the Product but is used/added within the Customer solution that also contains the Product. Such items may be sold with the Product in the bill of materials or on a VCE Quote, but are not supported by VCE's Support Services.
 - **Third Party Software** means software developed by an Independent Software Vendor. This software may include both initial software releases and upgrades/updates developed after initial release by the Independent Software Vendor and is considered a Third Party Product.
 - **Third Party Supplier** means a provider of Third Party Product to the Customer. Such Third Party Supplier is responsible for support of Third Party Products.
 - **VCE Authorized Partner** means the distributors, resellers, strategic partners, or other business partners (collectively) that have a contractual relationship with VCE.
 - **VCE Connect** means VCE's web-based support portal.
- Service Not Covered
- Support Services are only provided for generally available Products and current Software releases/versions, unless agreed otherwise in writing. Support services that are not expressly set forth in this Service Description are outside the scope of the Support Services and must be purchased separately. Specifically excluded services include, without limitation, the following:
- Any customization of, or labor to install, Software and/or Hardware (including installation of updates) including any Third Party Software that is not sold integrally as part of the Product, as determined by VCE.
 - Furnishing of supplies, accessories, the replacement of expendable parts (e.g., cables, power cords and rack mounting kits) or electrical equipment.
 - Any site work external to the Products.
 - Any expenses incurred visiting Customer's location, except as required during escalation of problems by VCE.
 - Service for Hardware that is installed outdoors or that is installed indoors but requires special equipment to perform such Support Services.

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- Support or replacement of Product that is altered, modified, mishandled, destroyed or damaged by one or more of the following: (i) force majeure; (ii) environmental failures; (iii) the Customer's failure to take any required action; (iv) a negligent or willful act or omission by a user or use other than as specified in the applicable VCE-supplied documentation; or (v) an act or omission of a third party.
- Anything necessary to resolve problems resulting from Third Party Products, non-VCE Software, causes beyond VCE's control, or failure of the Customer to perform responsibilities set out in an agreement with VCE.
- Any Hardware or Third Party Product upgrade required to run new or updated Software.
- Erasure or other removal of any Customer or third party data on Products (or parts thereof) returned, repaired or otherwise handled by VCE.
- Except as otherwise agreed, Software entitlement, including media, documentation, binary code, source code or access in electronic or other form is not provided. In addition, except as otherwise provided, no right, use or license to VCE Software is granted.

Service Availability

Availability of Advance Replacement and On-site Support Services will be subject to the following availability matrices:

- Cisco's Service Availability Matrix tool:

<http://tools.cisco.com/apidc/sam/search.do>

- EMC's Service Locator Tool:

<https://servicepartners.emc.com/restricted/tools/ServiceLocator/Admin/reportbuilder.asp>

For additional information please visit the above-named URL locations. Availability matrices are subject to change and should be reviewed prior to Product installation.

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VCE END USER LICENSE AGREEMENT

This VCE End User License Agreement ("EULA") is between (a) VCE Company, LLC, a Delaware limited liability Company, with offices located at 1500 N. Greenville Avenue, Suite 1100, Richardson, TX 75081, USA, if the Software is purchased in the United States, Mexico or Canada; or (b) VCE Technology Solutions Limited, incorporated and registered in Ireland (Company number 484306) with its registered office at Emmett House, Barrack Square, Ballincollig, Co. Cork, Ireland, if the Software is purchased in any other country ("VCE") and you on behalf of the company, partnership or business entity that you represent ("Licensee"). By Using the Software Licensee agrees to be bound by the terms of this EULA.

1. Definitions. For purposes of the licensing of software from VCE, and notwithstanding such terms being defined elsewhere in customer agreements, this End User License Agreement contains the following defined terms:

- a. **Documentation** means the then-current, generally available, written user manuals and online help and guides specifically pertaining to the Software and made available by VCE;
- b. **Software** means all VCE software and related Documentation provided to Licensee, including any Software Releases;
- c. **Software Fees** means the fees paid by Licensee for the Software;
- d. **Software Releases** means any new version of Software that is made available without charge pursuant to: i) the warranty for Software; or ii) the support services for licensed Software, but does not mean new Software;
- e. **Term** is the term of this EULA as set out in clause 2 hereunder;
- f. **Third Party Software** means all or any portion of Software provided under public, open source, or licensed directly to Licensee by a third party;
- g. **Third Party Software Terms** means license terms applicable to Third Party Software;
- h. **Updates** means upgrades, updates, or bug fixes; and
- i. **Use, Used or Using** means to copy, install, store, execute, download, access, or display the Software on a Vblock System™ and all related Documentation.

2. License Grant.

- a. Subject to the payment of the applicable Software Fees (where applicable) and subject to the terms and conditions of this EULA, VCE hereby grants to Licensee a non-exclusive, non-assignable, and non-transferable license to Use the Software during the Term in accordance with the terms contained within Licensee's ordering documentation (Licensee's "Software Entitlement"), or as specified in the Documentation accompanying the Software, in the jurisdiction in which customer took delivery of the Software for the sole purpose of Licensee conducting Licensee's internal business operations and not for any other purpose, including distribution. Third Party Software included in the Software is provided to Licensee subject to the relevant Third Party Software Terms. VCE has made available the relevant Third Party Software Terms to Licensee at the following location on your Vblock system, 'AMP name\Localstorage name\lce-install\Open Source Licenses'. Both 'AMP name' and 'Localstorage name' are defined by Licensee. Use of the Software outside the scope of the Software Entitlement or Documentation is unauthorized and shall constitute a material breach of this EULA and void the warranty and/or support obligations of which Licensee may otherwise be entitled.
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3. Term. Unless otherwise specified in writing between VCE and Licensee, this EULA is effective in perpetuity, unless earlier terminated for Licensee's breach of this EULA.

4. Termination. This EULA is effective unless terminated or rejected in accordance with the terms of this EULA. VCE may terminate this EULA for default if Licensee breaches any provision of this EULA. Any termination of this EULA shall be without prejudice to each right and/or remedy which VCE may possess against Licensee under this EULA, at law, in equity, and/or otherwise. Upon any termination or expiration of this EULA: i) all licenses granted by VCE shall immediately terminate; and ii) Licensee shall immediately cease use of the Software and return the Software, including all copies of the Software, including the Documentation, to VCE. All confidentiality obligations of Licensee and all limitations of liability and disclaimers and restrictions of warranty shall survive termination of this EULA.

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8. **Warranty.** VCE WARRANTS THAT FOR A PERIOD OF NINETY (90) DAYS FROM THE DATE OF SHIPMENT THAT SOFTWARE WILL SUBSTANTIALLY CONFORM TO THE APPLICABLE DOCUMENTATION FOR SUCH SOFTWARE AND THAT ANY PHYSICAL MEDIA PROVIDED BY VCE WILL BE FREE FROM MANUFACTURING DEFECTS IN MATERIALS AND WORKMANSHIP UNDER NORMAL USAGE. VCE DOES NOT WARRANT THAT THE OPERATION OF SOFTWARE WILL BE UNINTERRUPTED OR ERROR FREE, THAT ALL DEFECTS CAN BE CORRECTED, OR THAT SOFTWARE MEETS LICENSEE'S REQUIREMENTS. CUSTOMER'S SOLE AND EXCLUSIVE REMEDY AND THE ENTIRE LIABILITY OF VCE AND ITS SUPPLIERS AND LICENSORS UNDER THIS LIMITED WARRANTY WILL BE AT VCE'S OPTION, REPAIR OR REPLACEMENT ONLY. EXCEPT FOR THE FOREGOING, THE SOFTWARE IS PROVIDED "AS IS" AND VCE MAKES NO WARRANTY AS TO ITS USE OR PERFORMANCE. ALL OTHER WARRANTIES ARE SPECIFICALLY EXCLUDED, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY, SATISFACTORY QUALITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE AND NON-INFRINGEMENT, AND ANY WARRANTY ARISING BY STATUTE, OPERATION OF LAW, COURSE OF DEALING OR PERFORMANCE, OR USAGE OF TRADE. VCE MAKES NO WARRANTY AS TO THIRD PARTY SOFTWARE; SUCH RIGHTS TO BE CLAIMED FROM SUCH THIRD PARTY.

9. **Limitation of Liability.** TO THE EXTENT PERMITTED BY APPLICABLE LAW AND EXCEPT FOR CLAIMS REGARDING VIOLATION OF VCE'S INTELLECTUAL PROPERTY RIGHTS, VIOLATION OF A PARTY'S CONFIDENTIALITY OBLIGATIONS HEREIN OR A PARTY'S OBLIGATIONS UNDER SECTION 9 (INDEMNITY), NEITHER LICENSEE'S NOR VCE'S TOTAL LIABILITY AND LICENSEE'S SOLE AND EXCLUSIVE REMEDY FOR ANY CLAIM OF ANY TYPE WHATSOEVER, ARISING OUT OF THE SOFTWARE PROVIDED UNDER THIS EULA OR ANY ORDER, WILL BE LIMITED TO PROVEN DIRECT DAMAGES CAUSED BY THE OTHER PARTY'S SOLE NEGLIGENCE IN AN AMOUNT NOT TO EXCEED THE PRICE PAID BY LICENSEE FOR THE SOFTWARE FROM WHICH SUCH CLAIM ARISES.

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The limitation of liability in this clause 8 shall not apply to liability for death or personal injury to the extent that applicable law prohibits such limitation. Solely to the extent that an applicable jurisdiction does not allow the exclusion or limitation of incidental or consequential damages, this limitation and exclusion does not apply. Nothing contained in this EULA limits VCE's liability to Licensee for VCE's fraud or fraudulent misconduct. The foregoing provisions of this Section 8 shall be enforceable to the maximum extent permitted by applicable law.

10. **Indemnity.** Licensee will indemnify, hold harmless and, upon VCE's request, defend VCE against any claims, liabilities and expenses (including court costs and reasonable attorney's fees) arising from or related to any failure by Licensee to comply with any provision of this EULA or arising from or related to the acts or omissions of Licensee.

If you have entered into a purchase agreement or standard terms and conditions with VCE or a VCE partner to which this Agreement is attached as an Exhibit, the obligations and limitations of the indemnification for the Software are as specified in such applicable purchase agreement or standard terms and conditions. Otherwise, VCE will defend or settle any third party claim, action or lawsuit alleging that Licensee's Use of the Software infringes the third party's copyright, trademark or patent recognized by the jurisdiction in which Licensee first took delivery of the Software. VCE's obligations under this clause are subject to (a) Licensee providing VCE with prompt written notice of any claim or lawsuit, (b) VCE having sole control of the defense and all negotiations for settlement or compromise thereof and (c) Licensee reasonably cooperating in the defense of such claim or lawsuit. VCE agrees to pay all settlements entered into by VCE, judgments finally awarded against Licensee and all attorney's fees and expenses for counsel hired by VCE. Licensee may elect to participate in any such action with counsel of its own choice at its own expense. VCE will have no liability if the alleged infringement is based upon: (i) Third Party Software, (ii) a combination of the Software with products not branded by VCE, (iii) use for a purpose or in a manner not proscribed by VCE, (iv) use of an older version of Software when use of a newer Software would have avoided infringement (v) any modification not made by VCE or any modification made by VCE in accordance with Licensee's specific instructions, or (vi) any intellectual property right owned or licensed by Licensee.

11. Notice to United States Government End Users. The Software and accompanying Documentation are deemed to be "commercial computer software" and "commercial computer software documentation," respectively, pursuant to DFAR Section 227.7202 and FAR Section 12.212, as applicable. Any use, modification, reproduction, release, performance, display or disclosure of the Software and accompanying Documentation by the United States Government shall be governed solely by the terms of this EULA and shall be prohibited except to the extent expressly permitted by the terms of this EULA.

12. Export Controls. The Software provided under this EULA is subject to: (i) governmental restrictions on exports from the United States (U.S.); (ii) restrictions on exports from Ireland and other countries in which such Software and related technology are produced or located; and (iii) the importation and/or use of such Software and technology outside of the United States (collectively, "**Export Laws**"). Licensee will, at its sole expense, comply with all Export Laws, as well as all VCE export policies VCE makes available to Licensee. If Licensee is a Government End User or provides services using Software to a Government End User, additional terms and restrictions apply.

Licensee represents that it will not use or transfer the Software for end use relating to any nuclear, chemical or biological weapons, or missile technology.

Licensee agrees not to transfer, resell, or divert the Software, or to provide services using the Software to those countries that may be embargoed from time to time by the U.S. government.

13. High Risk Activities. The Software is not fault-tolerant and is not designed or intended for use in hazardous environments requiring fail-safe performance, including without limitation, in the operation of nuclear facilities, aircraft navigation or communication systems, air traffic control, weapons systems, direct life-support machines, or any other application in which the failure of the Software could lead directly to death, personal injury, or severe physical or property damage (collectively, "**High Risk Activities**"). Licensee is solely liable if Software is Used for these applications and will indemnify and hold VCE harmless from all loss, damage, expense, or liability in connection with such Use. VCE EXPRESSLY DISCLAIMS ANY EXPRESS OR IMPLIED WARRANTY OF FITNESS FOR HIGH RISK ACTIVITIES.

14. Governing Law. To the extent permitted by applicable law, this EULA is governed by and construed in accordance with the substantive laws of: (a) the State of New York; or (b) England if Licensee first took delivery of the Software outside of the United States, Mexico or Canada, where any dispute arising out of this EULA outside of United States, Mexico or Canada shall be referred to the exclusive jurisdiction of the English courts. This EULA will not be governed by the conflict of laws rules of any jurisdiction or the United Nations Convention on Contracts for the International Sale of Goods, the application of which is expressly excluded.

15. Privacy. By entering into this EULA, Licensee agrees that the VCE privacy policy, as it exists at any relevant time, shall be applicable. The most current privacy policy can be found on the VCE web site (www.vce.com). By entering into this EULA, Licensee agrees to the transfer of its personal information, if any, to VCE's offices in the United States and other countries.

16. Audit. VCE, or VCE's independent or internal auditors, may conduct any audit no more often than once per year to ensure material compliance with terms of this EULA. VCE will pay the cost of any audit unless a material discrepancy indicating inadequate record keeping or unpaid Software Fees is discovered. A discrepancy will be deemed material if it involves payment or adjustment of 10% or more, in which case Licensee will reimburse VCE for the cost of the audit plus any unpaid amount. VCE will conduct any audit or inspection during normal business hours and will not materially interfere with Licensee's business activities

17. Miscellaneous. This EULA sets forth all rights for Licensee and is the entire agreement between the parties. This EULA supersedes any other communications, representations or advertising relating to the Software and Documentation. This EULA may not be modified except by a written addendum issued by a duly authorized representative of VCE. No provision hereof shall be deemed waived unless such waiver shall be in writing and signed by VCE. If any provision of this EULA is held invalid, the remainder of this EULA shall continue in full force and effect.

18. Confidentiality. Licensee shall: i) receive and maintain the Software and Documentation in confidence; and ii) use the same degree of care with respect to the Software as Licensee employs to protect Licensee's own confidential and/or trade secret information from unauthorized use, duplication and/or disclosure, being, in any event, a high degree of care.

19. VCE Customer Contact. If Licensee has any questions concerning these terms and conditions, or if Licensee would like to contact VCE for any other reason, please call 972.980.8402 or, or write: VCE Company, LLC, Attention: Legal Department, 1500 N. Greenville Avenue, Suite 1100, Richardson, TX 75081, USA. Alternatively, Licensee may contact its local VCE entity at the number listed at <http://www.vce.com>. To be unsubscribed from receiving any updates or to request that your personal contact data be removed from VCE databases, please contact us at privacy@vce.com.



**THE VIRTUAL COMPUTING
ENVIRONMENT COMPANY**

www.vce.com

VCE PRODUCT LIFE CYCLE END OF LIFE POLICY OVERVIEW

Version 2.0
May 15, 2013

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Introduction

VCE follows generally established industry Product Life Cycle definitions and practices. These define the milestones for a product introduction to market, changes in product availability in the market, and changes to availability of product support.

Products reach the end of their Product Life Cycle for various reasons, which may include changes in market demands, or new technology innovation and development leading to improved replacement products. VCE is committed to communicating important milestones throughout the Product Life Cycle period. The general VCE Product Life Cycle policy below is intended to help customers better manage their future VCE product transitions.

General Product Life Cycle Policy

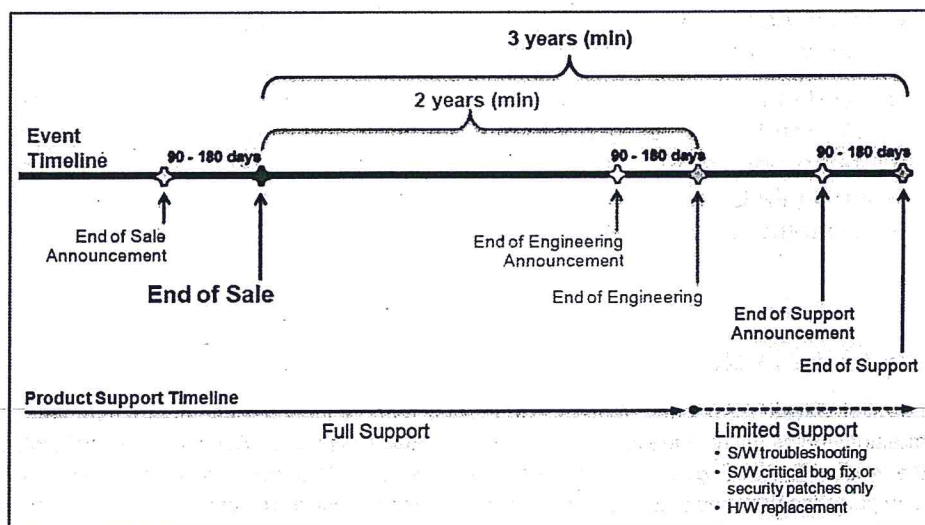
VCE™ Products consist of Vblock™ Systems. When a VCE Product reaches its End of Life (EOL), VCE will communicate the milestone dates defining the EOL period within the EOL Notification. This notification will include the End of Sale date, the Product End of Engineering date, and the Product End of Support date for the specific VCE Product. The following guideline provides a description of the events and general timing of these EOL milestones, as presented by Figure 1 below:

- EOL Notification will be provided for up to one hundred-eighty (180), but not less than ninety (90) days, prior to the product End of Sale milestone date.
- VCE End of Life Notifications are accessible on the VCE Customer Support portal (<http://support.vce.com>) website, by navigating to "Documents" and selecting "VCE Support Policies and Notifications".
- On the End of Sale date, products are removed from the VCE price list and are no longer available for purchase.
- VCE will provide Engineering development for a minimum of two (2) years from the End of Sale date, also referred to as the Product End of Engineering date.
- VCE Product End of Engineering Notification will be provided for up to one hundred-eighty (180), but not less than ninety (90) days, prior to the product End of Engineering milestone date.

(cont.)

- Access to VCE Customer Support Center will be available twenty-four (24) hours a day, seven (7) days a week for a minimum period of three (3) years from the End of Sale date for hardware and software issues only for customers with active VCE support service contracts.
- Hardware spares or replacement parts will be available for a minimum period of three (3) years from the End of Sale date. Hardware replacement will only be available to customers with active VCE™ Support service contracts authorizing such part replacement. Customers will be provided spares and replacement parts in accordance with the Return Materials Authorization (RMA) process of the hardware part original equipment manufacturer.
- The Product End of Support date is when VCE Customer Support Center technical support and/or hardware parts replacements for the product are no longer available. VCE Product End of Support Notification will be provided up to one hundred-eighty (180), but not less than ninety (90) days, prior to the Product End of Support milestone date.

Figure 1: Representing the Vblock Product life cycle End of Life (EOL) milestones and timeline



VCE Vblock Release Life Cycle Policy

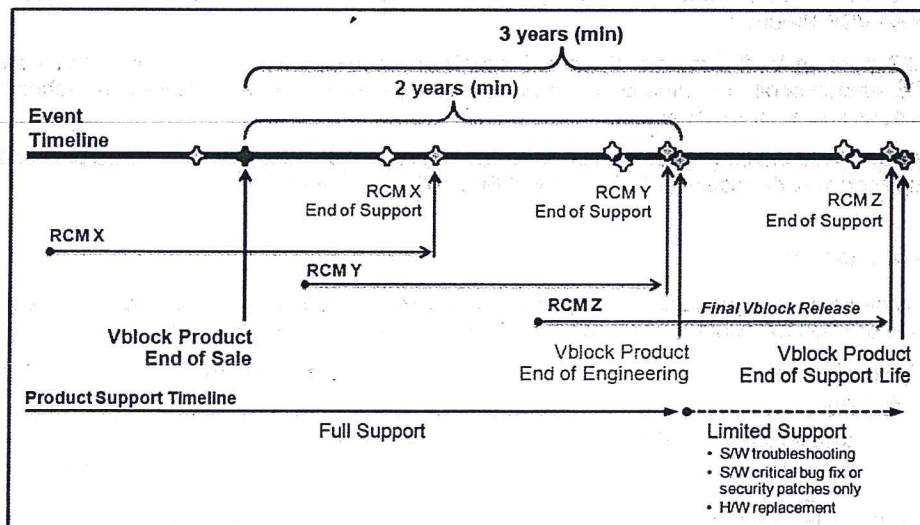
VCE Vblock™ Systems Releases define the specific hardware components and software version combinations which are thoroughly tested and certified by VCE. The VCE Vblock System Releases are managed as major software releases and are maintained through periodic updates. Vblock Systems may offer a variety of Releases, providing various hardware and software version combinations, and delivering diverse functionality.

VCE Vblock System Releases and updates to those Releases constitute the progression of the Vblock System Release Certification Matrix (RCM). Engineering of VCE Vblock System Releases is available for a limited period following RCM major Release general availability.

The following guideline provides a description of the events and timing of the VCE Vblock Systems Release EOL milestones, presented in conjunction with Vblock Product life cycle milestones in Figure 2 below:

- VCE Vblock Systems Release End of Life Notification will be provided for up to one hundred-eighty (180), but not less than ninety (90) days, prior to the RCM End of Support milestone date. VCE advises upgrading Vblock Systems to the most current major Release available for the System, prior to reaching the End of Engineering date.
- After the Release has reached the RCM End of Support milestone, no further RCM updates are made available, and limited support is offered for that Release. VCE Customer Support Center technical support will be provided on a commercially reasonable basis, while the Vblock System is upgraded to a currently supported Release.

Figure 2: Representing the Vblock Release Certification Matrix (RCM) life cycle milestones and timeline in conjunction with Vblock Product life cycle milestones.



Glossary of Terms

- **VCE Products:** Consist of Vblock™ Systems.
- **Vblock System Release Certification Matrix (RCM):**
 - Defines the specific hardware components and software version combinations which are tested and certified by VCE.
 - Vblock System Releases are managed as major software releases and are maintained through periodic updates, or maintenance releases. Updates to those major releases constitute the progression of the Vblock System Release Certification Matrix (RCM).
 - Vblock Systems may offer a variety of Releases, providing various hardware and software version combinations, delivering diverse functionality.
- **End of Sale:**
 - The date a Product is discontinued, removed from the price list, and is no longer available for purchase.
 - VCE Engineering and Technical Support for discontinued products continues to be provided to customers who purchased appropriate maintenance/support contracts prior to the removal of the product and related support services from the VCE price list.
 - VCE Engineering continues to provide regularly scheduled Release Certification Matrix (RCM) major releases and/or maintenance releases for discontinued products.
- **Product End of Engineering:**
 - The milestone date when new feature development is no longer provided by VCE Engineering for discontinued VCE Products.
 - Technical Support by VCE Customer Support Center is provided on a limited basis for customers with active VCE support contracts. Limited Technical Support includes providing software troubleshooting, hardware parts spares or replacement.
 - A Release Certification Matrix (RCM) and/or updates to a RCM Addendum continue to be provided for critical bugs and security issues until the Product End of Support milestone.
- **Product End of Support:**
 - The milestone date when products no longer receive Technical Support by VCE Customer Support Center, and/or when hardware part spares or replacements are no longer available.
 - RCM maintenance releases are no longer provided for Vblock Systems that have reached the End of Support milestone.
 - Following this milestone date VCE Support may be provided on a reasonable effort basis to those clients with an active VCE Support contract. Reasonable effort consists of supporting a previously certified hardware and software configuration until such time when hardware part spares or replacements are no longer available; or when resolution requires an upgrade to a software release or version not previously certified.
- **RCM End of Support:**
 - Milestone date after which the Release Certification Matrix (RCM) is no longer updated by VCE Engineering with regularly scheduled maintenance releases for the Vblock System.
 - VCE Technical Support will be provided on a limited basis for a RCM which has reached its End of Support date, while the Vblock System is upgraded to a RCM of a currently supported Release.



THE VIRTUAL COMPUTING
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ABOUT VCE

VCE, formed by Cisco and EMC with investments from VMware and Intel, accelerates the adoption of converged infrastructure and cloud-based computing models that dramatically reduce the cost of IT while improving time to market for our customers. VCE, through the Vblock Systems, delivers the industry's only **fully integrated and fully virtualized cloud infrastructure system**. VCE solutions are available through an extensive partner network, and cover horizontal applications, vertical industry offerings, and application development environments, allowing customers to focus on business innovation instead of integrating, validating, and managing IT infrastructure.

For more information, go to www.vce.com.



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VCE Support Services Terms Exhibit

This Support Services Terms Exhibit (this "Exhibit") sets forth the terms governing the provision of Support Services by VCE to the End User and is incorporated into the Agreement by this reference. All capitalized terms not defined below have the meaning stated in the Agreement. In the event of a conflict between the terms of this Exhibit and the Agreement, the terms of this Exhibit will govern over the Agreement.

1. SUPPORT SERVICES.

A. Scope of Support Services. Support Services consist of (i) using commercially reasonable efforts to remedy, or cause to be remedied, failures of supported Products to perform substantially in accordance with VCE's applicable specifications described in Attachments hereto (Support Services Descriptions) and pursuant to the VCE Service Level Agreement stated in Attachment 2; (ii) providing English-language (or, where available, local language) help line service (via telephone or other electronic media); and (iii) providing, or enabling End User to download, Software Releases and Documentation updates made generally available by VCE as part of the Support Service for the applicable Product. VCE reserves the right to change the scope of the Support Services on sixty (60) days' prior written notice to End User.

B. Additional Support. VCE reserves the right to charge for Support Services performed outside the time frames of the applicable Support Services option purchased by End User as mutually agreed to by the Parties.

C. Re-Instatement of Support. If End User wishes to re-instate support for Product that is not then currently under Support Services, then (i) re-instatement will be subject to certification of the Products at VCE's then current "Time and Materials Service" rates and conditions, and (ii) the new Support Services term must be for a minimum of 12 months. Once so certified, Support Services will commence upon payment to VCE of (i) the charge for the above described Time and Materials Service; (ii) the amount VCE would have normally charged had Support Services been in effect during the period of the lapse or discontinuation; and (iii) the charge for the next twelve (12) months of the newly commenced Support Services.

2. SUPPORT SERVICES EXCLUSIONS. Except to the extent that Support Services are independent of the Hardware's location, VCE will have no obligation to provide Support Services with respect to Products outside the VCE service area or ancillary hardware and/or software purchased with the Product but are not part of the Product. Support Services do not apply to any Software other than the current and the prior two Software Releases (as defined below). Support Services are subject to VCE's then-current "Product Life Cycle" policy for the respective Product. In the event a Software issue cannot be reproduced at VCE's facility or via remote access to End User's facility, Support Services may be severely affected or unavailable. Support Services do not include Hardware upgrades, if any,

needed to utilize new features or functionality in a Software Release. Support Services do not include problems that arise from (i) accident or neglect by End User, Reseller or any third party; (ii) any third party items or services with which the Product is used or other causes beyond VCE's control; (iii) installation, operation or use not in accordance with VCE's instructions or the applicable Documentation or any modification, addition and/or development of code scripts by anyone other than VCE; (iv) use in an environment, in a manner or for a purpose for which the Product was not designed, including the use of an external device attached to a Product; (v) modification, alteration or repair by anyone other than VCE or its authorized representatives; (vi) failure by End User to maintain a currently supported Software Release on a Product; or (vii) causes not attributable to normal wear and tear. If Products are not configured to meet VCE's then-current guidelines for technical compatibility, VCE may limit diagnostic and corrective procedures to the issue that originates from such Products. VCE has no obligation whatsoever for (i) Software installed or used beyond the licensed use or outside the Product, (ii) Hardware which was moved from the Installation Site except in compliance with Section 4.F, Install Location (iii) Hardware or Software whose original identification marks have been altered or removed, or (iv) for any third party hardware, software or service. Removal or disablement of Hardware's remote support capabilities during the support period must be in compliance with Section 4(H) below. Improper use or failure to use applicable Support Services tools will be subject to a surcharge in accordance with VCE's then current standard rates.

3. END USER RESPONSIBILITIES. By purchasing Support Services from VCE, End User agrees to the following:

A. Cooperation. End User will (i) complete reasonable efforts to troubleshoot issues with Products, promptly notify VCE when Products fail and provide VCE with sufficient details of the failure such that the failure can be reproduced by VCE; (ii) allow VCE or designated VCE service partners remote and on-site (when determined necessary by VCE) access to the Products to provide Support Services; and (iii) furnish necessary facilities (which for on-site access means suitable work space, computers, power, light, phone, internet network availability, software and equipment reasonably required by VCE), information and assistance required to provide the Support Services.

B. Support Contacts. Unless a specific number of authorized contacts are indicated on the Product Notice,

End User will designate in writing a reasonable number of authorized contacts, as determined by End User and VCE, who will initially report problems and coordinate Support Services from VCE. Each End User representative will be familiar with End User's requirements and will have the expertise and capabilities necessary to permit VCE, or designated VCE service partners, to fulfill its obligations. A change to the authorized support contacts by End User will be submitted to VCE in writing.

C. Regular Backups. As part of its obligation to mitigate damages, End User will take reasonable data back-up measures. In particular, End User will provide for a daily back-up process and back-up the relevant data before VCE performs any remedial, upgrade or other works on End User's production systems. To the extent VCE's liability for loss of data is not otherwise excluded under this Agreement, VCE will in case of data losses only be liable for the typical effort to recover the data which would have accrued if End User had appropriately backed up its data. Notwithstanding the foregoing, except for the purpose of backup, data transmission over IP networks or for migrating data and workloads, the attachment of external devices to the product is prohibited. No Support Services are provided for the external device or the Product as it relates to the external device.

D. Installation of Software Releases. Unless otherwise stated in a Service Description, VCE will provide Software Releases to End User and End User is solely responsible for installing and maintaining current VCE Software Releases for all Products.

E. Use and Training. End User is solely responsible for the use of Products by its personnel and will properly train its personnel in the proper use and application of the relevant Hardware and Software.

4. ADDITIONAL TERMS.

A. Maintenance Aids and Spare Parts for Hardware.

By purchasing Support Services from VCE, End User expressly authorizes VCE to store maintenance aids and spare parts at the Install Location and agrees that such are for use only by VCE authorized personnel. End User will not make any use thereof or authorize any third party to do so. VCE is authorized, upon the conclusion of the Support Services or at any other time, upon reasonable notice to End User, to enter the End User site, or to use remote means, to remove and/or disable maintenance aids and spare parts and End User will reasonably cooperate in this effort.

B. Support Tools. VCE may choose to make various Support Services tools available to assist End User in performing various maintenance or support related tasks. End User will use Support Services tools only in accordance with terms under which VCE makes such available.

C. Hardware Replacements and Data Security Options. All replaced Product (or portions thereof) will be

returned within ten (10) days in accordance with VCE's return materials authorization process. If such replaced Hardware is not returned, End User will be liable to pay VCE's then-current spare parts price for such item. End User is responsible for removing all data and information from any replaced parts, or any other items that End User releases to VCE as a trade-in or for disposal, before such are released to VCE and End User agreed to indemnify VCE for its failure to properly remove such data and information. VCE is not responsible for any information contained on such items notwithstanding anything to the contrary herein.

D. Proactive Product Changes. VCE may, at its expense, implement changes to the Products upon reasonable notice to End User (i) when such changes do not adversely affect interchangeability or performance of the Products; (ii) when VCE reasonably believes such changes are required for purposes of safety or reliability; or (iii) when VCE is required by law to do so. End User will give VCE reasonable access to the Products for such purposes.

E. Software Releases. Upon use of a Software Release, End User will remove and make no further use of all prior Software Releases, and protect such prior Software Releases from disclosure or use by any third party in accordance with all obligations of confidentiality between to VCE. Unless prohibited by the licensor, End User is authorized to retain a copy of each Software Release properly obtained by End User for End User's archive purposes and use such as a temporary back-up if the current Software Release becomes inoperable. End User will use and deploy Software Releases strictly in accordance with terms of the original license for the Software. In the event VCE suspects any modification, addition and/or development of code scripts may be a cause of a reported problem, VCE reserves the right to request that same be removed to continue the receipt of Service.

F. Change of Hardware Location or Configuration.

End User may change the Install Location or configuration of a Product that is under Support Services by VCE only after thirty (30) days written notice to VCE. If the new location is in a different country, then such move is subject to VCE's prior written approval. End User will promptly notify VCE of any changes to the configuration, or movement of the Hardware by anyone other than VCE or a party VCE has so designated. Unless approved, such activity will limit any Support Services to VCE's reasonable efforts only for the remainder of the Support Services term.

G. Remote Support Capability. As part of the Support Services, VCE makes various remote support capabilities available for certain Products in accordance with its then current policies and procedures. VCE's Support Services fees are based on the availability and use of such remote support capabilities. End User has the option to disable remote support capabilities, but it will notify VCE thereof

without undue delay. If End User chooses to disable the remote support features, then, with regard to all Products affected by such disablement (i) VCE may assess End User a surcharge in accordance with VCE's then current standard rates as on-site access will then be required; and (ii) any agreed response times or other agreed service levels (if any) will no longer apply.

H Alterations and Attachments to Product. VCE does not restrict End User from making alterations to, or installing other products in or with, the Products at End User's expense; provided End User is responsible for any inspection fees and/or additional charges resulting from such activities. VCE will only provide support for alterations and attachments that have been pre-approved by VCE in writing. If the alterations or attachments prevent or hinder VCE's performance of Support Services, End User will, at the End User's expense and upon VCE's request, take corrective action, including but not limited to the removal of all such alterations and additions and/or the restoration of the Product to approved configurations. In the event VCE has not pre-approved, or if End User fails to take appropriate corrective action, any agreed response times or other agreed service levels (if any) will no longer apply.

I. Hardware Upgrades. Support Services for hardware upgrades installed into Hardware are coterminous with the Support Services that are then in effect for the Product into which such upgrades are installed.

J. Third Parties. By purchasing Support Services from VCE, End User expressly agrees VCE may use VCE affiliates or other sufficiently qualified subcontractors to provide services described in this Exhibit to End User, provided that VCE will remain responsible to End User for the performance thereof. The foregoing limitations will also apply in favor of VCE and its suppliers.

5. SUPPORT SERVICES WARRANTY.

VCE will perform the Support Services in a professional manner in accordance with generally accepted industry standards. End User will notify VCE of any failure to so within ten (10) days after the date on which such failure first occurs. End User's exclusive remedy and VCE's entire liability under the foregoing warranty will be for VCE to, at its option, (i) use commercially reasonable efforts to (a) re-perform the deficient services within a reasonable time, or (b) replace any replacement parts which become defective during a period in which the Product containing the replacement part is covered by warranty or Support Services, or sixty (60) days after installation thereof, whichever occurs later; and (ii) if, after reasonable efforts, VCE is not able correct such deficiencies, then End User has the right to terminate for breach in accordance with section 6(D) of this Support Services Exhibit.

EXCEPT AS EXPRESSLY STATED IN THIS SUPPORT EXHIBIT, VCE MAKES NO OTHER EXPRESS OR

IMPLIED WARRANTIES, WRITTEN OR ORAL. INsofar AS PERMITTED UNDER APPLICABLE LAW, ALL OTHER WARRANTIES IN RELATION TO SUPPORT SERVICES ARE SPECIFICALLY EXCLUDED, INCLUDING WARRANTIES ARISING BY STATUTE, COURSE OF DEALINGS OR USAGE OF TRADE.

6. TERM AND TERMINATION.

A. Support Services Term. Support Services commence upon date of shipment and expire in accordance with the term stated on the applicable VCE Quote.

B. Termination for Convenience. Except as otherwise stated in this Exhibit, either party may terminate the Support Services for a Product(s) for its convenience upon ninety (90) days' prior written notice.

1. **By VCE.** If VCE terminates for its convenience, End User's sole and exclusive remedy and VCE's sole and exclusive obligation will be to refund to End User the portion of any pre-paid Support Services fee that corresponds to the period between the effective date of the termination for convenience and the end of the then current Support Services period.

2. **By End User.** If End User terminates for its convenience, End User's sole and exclusive remedy and VCE's sole and exclusive obligation will be to grant End User a credit that corresponds to the period between the effective date of the termination for convenience and the end of the then current Support Services period. Such credit may only be used against future purchases of Products or Support Services from VCE and may be reduced to recapture unearned discounts (meaning discounts to Support Services fee that were based on a End User obligation that can no longer be fulfilled due to the termination).

C. Termination for Breach. Either party may terminate the Support Services for a specific Product for cause due to a failure of the other party to comply with the terms of this Support Exhibit with regard to such Product, provided that the terminating party has given thirty (30) days' written notice specifying the failure and the other party has not remedied such failure within such time. If VCE terminates the Support Services for any Product(s) affected by such a failure by End User, such termination will be without further liability for VCE and without any obligation to refund any fees already paid therefore. If End User terminates for VCE's breach, End User's sole and exclusive remedy and VCE's sole and exclusive obligation will be to either issue a credit for use against current or future purchases of Products or Support Services or grant a refund (as selected by End User) for that portion of any pre-paid Support Service fee that corresponds to the period between the effective date of the termination for breach and the end of the then current Support Services period.

ATTACHMENT 1

SUPPORT SERVICES DESCRIPTIONS

ATTACHMENT 2

VCE Response Time Service Level Agreement

VCE offers the following Response Time Service Level Agreement.

1. Definition of Severity Levels for Service Level Agreement

Severity 1	Severity 2	Severity 3	Severity 4
Customer operations are critically degraded, preventing Customer from performing essential business functions.	Customer operations are severely degraded, or significant aspects of the Customer's business operation are being negatively impacted by unacceptable system performance. Customer can continue to perform essential business functions.	Customer operations are impaired, however most business operations remain available and functional.	Customer operations are minimally impacted, this includes assistance with configurations, feature requests, and other non-critical questions.

2. Service Level Categories and Response Times

Severity	Time to Respond
Severity 1	30 min (7x24x365)
Severity 2	2 hours (7x24x365)
Severity 3	Next Business Day (local business hours)
Severity 4	Next Business Day (local business hours)

3. Terms and Conditions

A. In the event that VCE fails to meet any Service Level specified above three (3) times in any twelve (12) month period, End User is eligible for, as its sole and exclusive remedy, an extension of Services Support for a period of thirty (30) days as provided below (each such credit a "Service Level Credit"). VCE will have no other liability or obligation under this Agreement for such a Service Level failure. To be eligible for a Service Level Credit, End User must notify VCE in writing within thirty (30) days of a failure to meet a Service Level, or such instance is waived. All Service Level Credits are cumulative.

B. VCE is not responsible or liable for any failure to meet the applicable Service Levels to the extent such failure arises out of any of the following (collectively, the "Service Level Exclusions"): (1) unavailability of Services Support on account of the following: (a) scheduled outages; (b) End User's acts or omissions; (c) failure of power, facilities, equipment, applications, systems or connections not provided by VCE and outside of VCE's reasonable control; (d) a software failure or defect; (e) a force majeure event; (f) User Hardware and/or third party equipment (not within VCE's sole control); (g) any breach of the Agreement by End User; (h) applying necessary security or application updates; and (i) a failure resulting from additional hardware, software or telecommunication resources required to meet User's needs, and User not having installed and/or agreed to pay for such additional resources. In addition to the Service Level Exclusions, false or erroneous information, whether as a result of errors by, or outages of, Service Level measurement systems will be disregarded when determining the applicability of affected Services.

C. All performance calculations and applicable Service Level Credits are based on VCE records and data. Support personnel shall use their generally acquired education, experience and specific knowledge resources made available from VCE and its suppliers to determine severity levels. Calculation of a Service Level commences upon VCE's receipt of a communication from End User regarding non-performance of a Product. Response to a particular trouble report from End User is defined as the implementation of a remote technical solution or the initiation of a telephone and/or electronic communication to End User by VCE (or its partner) personnel.

EMC RecoverPoint Implementation for Unified QuickStart

Model Number: PS-BAS-RPUNI

Project Overview

This EMC® Corporation ("EMC") *Service Brief* details the *EMC RecoverPoint™ Implementation for Unified QuickStart*. This service offering, implements RecoverPoint/SE concurrent local and remote data protection, providing synchronous or asynchronous replication. EMC installs two physical or virtual RecoverPoint Appliances (vRPAs) per site into the data center infrastructure using VNX® array-based splitters that create replicas of production volumes on supported systems.

EMC VNX splitters are supported as an array-based splitter on one storage array per site. In the case of Virtual RPAs, EMC will configure iSCSI on the VNX array and use Deployment Manager to configure iSCSI paths between the vRPAs and the VNX array. It is the customer's responsibility to provide all Fibre Channel or iSCSI networks.

This service can be sold in multiples depending on the customer need:

- A single service can cover a RecoverPoint/SE local replication deployment.
- Two services can cover a RecoverPoint/SE local and remote replication deployment.
- Two services can cover a RecoverPoint/SE remote replication deployment.

Note: RecoverPoint 4.0 supports CX4 and VNX Splitters. In the case of virtual RPAs, only VNX 5300 and higher are supported.

Project Scope

EMC personnel or authorized agents shall work closely with Customer staff to perform the following services ("Services") subject to the Customer satisfying the "Customer Responsibilities" specified herein. EMC:

- Meets with the Customer to ensure that the environment and operational implementation requirements (hardware, software, and infrastructure) are met by the Customer, and provide the Customer with a list of required or beneficial updates.
- Plans and estimates schedule for the installation and configuration tasks for the Services.
- Installs and configures a RecoverPoint/SE solution, which includes one of the following replication methods:
 - Local replication
 - Remote replication
 - Local and remote replication (requires two services)
- Configures VNX splitter (array-based splitter) on one VNX storage array.
- Installs two RPA clustered at the site or deploys two (2) vRPAs into an existing ESXi cluster.
- Performs all necessary SAN work, which may include:
 - Performing all necessary zoning changes.
 - Performing all necessary LUN provisioning.
- Performs all necessary configurations on the clustered RPAs or vRPAs with the use of RecoverPoint Deployment Manager.
- Configures RecoverPoint/SE local and/or remote replications, including consistency groups and replication jobs.

- Up to two consistency groups
- Up to 10 LUNs total
- Up to 20 TB of data

Note: During the data transfer process, EMC will not have resources onsite to monitor the data transferring. EMC highly recommends creating a smaller LUN, performing the data transfer testing, and verifying with the customer that the configuration is completed. EMC resources will dedicate one hour from the total project hours at the end of data transfer to validate the consistency group status.

- Verifies the installation and/or configuration results.
- In the case of two clusters, use RecoverPoint Deployment Manager to connect clusters into a single RecoverPoint System.
- Work with the customer to obtain licenses based on entitlement.
- Configure email home and setup notifications and alerts.
- Update the Install Base.
- Reviews the *EMC RecoverPoint Implementation for Unified QuickStart* testing requirements with the Customer-assigned resource(s).

Note: When performing failover testing, smaller LUNs (of 5 GB or less) will be used for validation.

- Completes and delivers the *Configuration Guide*.
- Conducts a basic product Functional Overview to familiarize the customer with the implemented RecoverPoint appliances, demonstrating the normal operations as installed in the customer's environment.

Note: Such Functional Overview relates to the Customer's storage environment and is not a substitute for the formal EMC product Customer Education courses available. EMC strongly encourages attendance at Customer Education classes to gain further insight into the product architecture and its integration.

Materials

The following EMC *RecoverPoint Implementation for Unified QuickStart* materials are provided in connection with this Service:

- *EMC Project Completion Form.*
- *EMC Test Plan*, which may include a basic Functional Overview to demonstrate *RecoverPoint Implementation for Unified QuickStart* capabilities.
- *EMC Configuration Guide* documenting the implementation described in the "Project Scope" section above.

EMC Staffing

EMC provides appropriate onsite and/or offsite personnel or authorized agents to perform the Services specified in the "Project Scope" section above.

Customer Responsibilities

- Provide at least one technical contact with system administration responsibilities and appropriate system/information access privileges.
- Make appropriate system maintenance window(s) available for EMC (and its authorized agents) as needed to prepare equipment.
- Ensure that all environment and operational requirements are met prior to commencement of the Services.
- Provide EMC onsite/offsite personnel and authorized agents with access to the Customer's systems and networks (including, without limitation, remote systems and remote network access) as necessary to perform the Services during EMC's normal business hours, or at mutually agreed times.
- Provide support from technical support teams for all vendors and third parties, as necessary.
- Assume all responsibility for network connectivity, performance, and configuration issues.
- Verify that the equipment location is prepared prior to the commencement of the Services.
- In the case of Virtual RPAs, the customer must have sufficient ESXi resources to provide CPU, memory, and required NICs.
- Provide datastores that will host the RecoverPoint virtual machine. Datastores to be used to support the vRPAs should be available and presented to the ESXi nodes before implementation.

Service Schedule

The anticipated Service start date is within two (2) weeks or a mutually agreed upon start date after receipt and approval by EMC of the Customer's purchase order for this Service.

Customer shall have twelve (12) months from the date of EMC's invoice to use the Services described herein ("Service Period"). This Service shall automatically expire on the last day of the Service Period if Customer fails to use this Service within the Service Period, unless otherwise agreed by EMC. Under no circumstances shall Customer be entitled to a credit or refund of any unused portion of this Service.

Services Scope Changes

Any changes to the Services, the schedule, charges or this *Service Brief* must be mutually agreed upon by EMC and the Customer in writing. Depending on the scope of such changes, EMC may require that a separate Professional Services Statement of Work detailing the changes, the impact of the proposed change on the charges and schedule, and other relevant terms, be mutually agreed to in writing.

Services Scope Exclusions

EMC is responsible for performing only the Services described in this *Service Brief*. All other services, tasks and activities are considered out of scope, including, but not limited to the following:

- Any additional hardware, software, or network configuration not listed in this *Service Brief*.
- Any change to the hardware, software, or network configuration listed in this *Service Brief*.
- Modification of the Customer's application software.
- Development of custom solutions including without limitation, scripting.
- Multiple, basic installation services requiring project management services.
- This service does not include SRM/SRA/VSI installation and configuration.
- This service does not include installation for iSCSI SLICs into the VNX, performing a VNX NDU or designing an iSCSI network.

Fixed Bid Service Fee and Invoicing Schedule

The Services described in this *Service Brief* are delivered on consecutive days during EMC's normal business hours (8:00 A.M.–6:00 P.M. local time, M–F, excluding EMC and local holidays).

The Services described in this *Service Brief* are performed on a fixed price basis at the fees specified in the applicable EMC quote.

The Services will be delivered using EMC's standard delivery model, which may include onsite and/or offsite delivery of the Services. If the Customer requires a different delivery model, the charges, expenses, scope of work and/or schedule are subject to modification in accordance with the "Services Scope Changes" section above. If the Customer does not authorize such change(s) in accordance with the "Services Scope Changes" section above, EMC and the Customer agree that EMC's standard delivery model will apply for the Services. (Not applicable to U.S. Government or U. S. State engagements that preclude the use of offsite delivery of services.)

Invoices are issued upon EMC's receipt and approval of the Customer's purchase order.

Customer authorizes EMC to invoice for and shall pay additional amounts related to (i) Services Scope changes or exceptions; (ii) performance outside EMC's normal business hours or consecutive days; and (iii) reimbursement of travel related expenses.

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