VCE FACTORY LOGICAL BUILD SERVICE FOR CONVERGED INFRASTRUCTURE SYSTEMS

SERVICE OVERVIEW

VCE Factory Logical Build Service for Converged Infrastructure Systems PSVC-FLB(N)-00-A01 ("Service") provides logical configuration of one (1) VxBlock System, VxRack System FLEX, or VxRack System SDDC ("VCE System") in a VCE facility in accordance with documented requirements provided to VCE by the customer.

This Service is combined with the VCE Factory Logical Build Service for VMware NSX (PSVC-NSXF-00-A01) when the customer purchases the configuration option for VMware NSX on a VxBlock System ("NSX Deployment").

Each VCE System requires one (1) base fee plus the per-cabinet calculated fee based on number of cabinets.

Below is a listing of available Service SKUs.

<table>
<thead>
<tr>
<th>SKU NAME</th>
<th>SKU</th>
<th>ACTIVITY DESCRIPTION</th>
</tr>
</thead>
<tbody>
<tr>
<td>VxBlock System</td>
<td>PSVC-FLBM-00-A01</td>
<td>Base fee charged per one (1) VxBlock System</td>
</tr>
<tr>
<td>per Cabinet</td>
<td>PSVC-FLBN-00-A01</td>
<td>Per-cabinet fee charged once for every cabinet of equipment in the VxBlock System</td>
</tr>
<tr>
<td>VMware NSX for VxBlock Systems</td>
<td>PSLB-NSXF-00-A01</td>
<td>Configuration option for VMware NSX on a VxBlock System</td>
</tr>
<tr>
<td>VxRack System</td>
<td>PSVC-FLBO-00-A01</td>
<td>Base fee charged per one (1) VxRack FLEX or VxRack SDDC</td>
</tr>
<tr>
<td>per Cabinet</td>
<td>PSVC-FLBP-00-A01</td>
<td>Per-cabinet fee charged once for every cabinet of equipment in the VxRack FLEX or VxRack SDDC</td>
</tr>
</tbody>
</table>

SERVICE SCOPE

Subject to the “Customer Responsibilities” and any restrictions in applicable product documentation, VCE personnel shall perform the following activities as part of the Service:

- Use the customer-supplied logical configuration survey ("LCS") to complete the factory configuration of the VCE System
- Produce the configuration reference guide ("Configuration Reference Guide"), which provides the configuration details of the VCE System at the time of shipment

Based on the logical configuration information given to VCE, VCE will provide installation and configuration of the following software components in the factory, as applicable:

For VxBlock Systems

- The VCE Implementation Service for Advanced Management Platform – AMP-2S Base (PSVC-VAIS-00-01) is required to support configuration of the scalable management platform
- For customers with an AMP-2S configuration larger than minimum server count, include the following Service per each additional Cisco UCS C-Series Rack Server above two (2), up to a maximum of twelve (12); VCE Implementation Service for Advanced Management Platform – AMP-2S Compute Add-On (PSVC-VAIA-00-01)
  - VMware vCenter and VMware vSphere ESXi
  - VMware Update Manager
  - Microsoft SQL Server
  - VMware Single Sign-on Server
  - Cisco Nexus 1000V (option for non-NSX deployment)
  - NSX Manager (only with NSX Deployment; quantity of one (1) per Stock Keeping Unit ("SKU"))
  - NSX Controller virtual machines ("VMs") (only with NSX Deployment; quantity of three (3) per SKU)
  - VCE System Element Manager
  - VCE Vision Intelligent Operations
### For VxBlock Systems

#### DOMAIN ITEMS

**Virtualization Configuration**
- VMware vSphere ESXi and its associated components per the customer-agreed design

**Compute Configuration**
- Cisco Unified Computing System (“UCS”) Manager per VCE best practices

**Storage Configuration**
- Storage array per the customer-agreed storage design

**Network Configuration**
- Networking components to ensure that specified redundancy and performance requirements are met

**VMware NSX Configuration (only with NSX Deployment)**
- NSX compute cluster virtual machines (up to two (2) NSX compute clusters), as applicable for the VCE System model
- NSX Edge cluster virtual machines—to support up to eight (8) NSX edge service gateways and up to NSX VMware Distributed Logical Routers (“DLRs”)
- NSX management cluster deployed on mandatory AMP-2HA Performance with one (1) NSX Manager and three (3) NSX Controller Clusters
- NSX licenses, including initialization
- Layer 3 routing between the NSX edge in the VxBlock System and the customer data center network
- Layer 3 Intra VxBlock System NSX routing (default Border Gateway Protocol (BGP))

**For VxRack Systems FLEX and VxRack Systems SDDC**

#### DOMAIN ITEMS

**Management Platform**
- VCE Vision software
- VCE Vision VxRack Manager (for VxRack FLEX only)
- VMware EVO SDDC Manager (for VxRack SDDC only)

**Virtualization Configuration**
- VMware vSphere ESXi and its associated components per the customer-agreed design

**Compute Configuration**
- The chosen servers (Compute, Dense, Storage-only, or cacheCAD-enabled servers)
- For storage-only nodes, the existing RHEL-based storage-only nodes

**Storage Configuration**
- One ScaleIO license per host (for VxRack FLEX only)
- ScaleIO Data Server (SDS) ScaleIO Data Client (SDC) and Meta Data Manager (MDM) (for VxRack FLEX only)
- VMware vSAN (for VxRack SDDC only)

**Network Configuration**
- Networking components to ensure that specified redundancy and performance requirements are met

Note that if the AMP-2S Advanced Management Platform is sold with the VCE System, then the separate VCE Implementation Services for Advanced Management Platform must be purchased, and it is not included in the scope of this Service.

### For VxRack Systems FLEX and VxRack Systems SDDC

#### DOMAIN ITEMS

- Nexus 3172 management switch (connects to 1 GB IPMI port on each enclosure)
- Cisco top of rack/spine switch

### ROLES AND RESPONSIBILITIES

- **VCE Consultants**: Conduct the logical configuration according to VCE best practices to align with customer-supplied LCS
- **VCE Build Coordinator**: Plans and coordinates all VCE logical configuration activities and VCE resources
- **Customer Project Manager**: Plans and coordinates any customer-facing engagement-related functions
- **Customer Technical Lead**: Responsible for providing server hardware, storage, and networking LCS inputs

### KEY ACTIVITIES

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

<table>
<thead>
<tr>
<th>TASK</th>
<th>RESPONSIBILITY</th>
</tr>
</thead>
<tbody>
<tr>
<td>Project kickoff</td>
<td>All</td>
</tr>
<tr>
<td>Site survey</td>
<td>All</td>
</tr>
<tr>
<td>Logical configuration information gathering</td>
<td>All</td>
</tr>
<tr>
<td>Logical configuration implementation</td>
<td>VCE</td>
</tr>
<tr>
<td>Configuration Reference Guide generation</td>
<td>VCE</td>
</tr>
<tr>
<td>Implementation test planning</td>
<td>VCE</td>
</tr>
</tbody>
</table>

### VCE STAFFING

VCE provides appropriate off-site representatives to perform the Services specified in the Service Scope section.
CUSTOMER RESPONSIBILITIES
The customer must

- Obtain and provide all appropriate software licenses necessary to deliver the Service, including, but not limited to, licenses for third-party software.
- Complete questionnaires supplied by VCE within required timelines.
- Provide VCE with the completed site survey and LCS, both of which are prerequisites to manufacturing the VCE System.
- Ensure that authorized representatives of the customer will perform activities, attend meetings, make decisions, and complete documentation requested by VCE in a timely fashion and in accordance with the times specified in the agreed project plan. Such activities include project kick-off, project planning, attending interviews, responding to questionnaires and surveys, and agreeing upon an implementation test plan.
- Assign a Customer Project Manager with the authority to make project decisions and represent the customer in all matters related to this Service. Customer Project Manager will provide a single consolidated response to any review, approval, change, or decision request.
- Provide Customer Technical Leads with relevant domain, business, and/or technical expertise, as required. Customer Technical Leads are the acknowledged spokespersons for the areas they represent. If Customer Technical Leads are unable to attend a scheduled meeting, then the Customer Project Manager shall represent the customer’s staff as the final authority with respect to customer on all items of discussion.
- Be responsible for, and assume any risk associated with any problems resulting from the accuracy, content, completeness, and consistency of any data, materials, or information supplied by the customer.
- Restrict and prevent VCE access to data not pertinent to the Service, including, but not limited to, personally identifiable information.
- Acknowledge receipt and acceptance/rejection of all deliverables associated with the Service as quickly as commercially reasonable, but in all events within ten (10) business days of delivery (not including local public holidays). If such acknowledgment is not received within this period, all deliverables will be deemed acknowledged and accepted. The customer will use the VCE project milestone completion form to indicate acceptance of deliverables.

SERVICE SCHEDULE
The Service will be performed subsequent to receipt and approval by VCE of the customer’s purchase order for this Service and provision of a completed LCS. Customer shall have twelve (12) months from the date of purchase to complete the Service (“Service Period”), after which this Service shall automatically expire and will be null and void. No refund will be due or paid to customer for unclaimed or incomplete work.

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

SERVICE SCOPE EXCLUSIONS
Only the Service stated in this document is included, and any additional work is out of scope of the Service and must be purchased separately. Specifically excluded services include, but are not limited to, the following:

- Procurement of the VCE System or any additional hardware and software, and physical installation of related components.
- On-site deployment or integration activities.
- Providing or procuring of any software licenses, including, but not limited to, VCE Vision software, pursuant to this document; the customer must license software and purchase products via a separate contractual document.
- Physical build, logical configuration, or integration of any component that is not sold integrally as part of the VCE System.
- Physical build, logical configuration, or integration of the scalable AMP-2S management platform.
- Detailed VMware design, including the implementation, configuration, or integration of VMware vSphere components other than ESXi, NSX if applicable, and vCenter.
- Customized designs for specific customer applications or quality of service requirements, including a customized storage layout.
- Development of a hardening design to meet specific security requirements.
- Installation of an operating system on a non-virtualized server, unless the operating system is integrally architected as part of the deployed VCE System.
- Operational process documentation or “run books.”
- Any database/application installation and/or replatforming.
- Archiving, backup, restoration, business continuance, and/or disaster recovery services.
- Physical or virtual migration services.
- Provision of the power, cooling, and environmental standards needed to support a VCE System.
- Services to expand capacity through the implementation of additional hardware.
- Provision of security-cleared project resources to meet government or customer-specific security requirements.
- Any other services offered under separate part number or SKU.
TERMS AND CONDITIONS

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

VCE licensed software is subject to the VCE standard end-user license agreement available at www.vce.com/noindex/legalterms. License rights for any third-party software pass directly from the third-party supplier to customer and are subject to such third party’s software terms, which customer authorizes VCE to accept on its behalf or on behalf of its end users as a condition of installing or using such software.

This document constitutes a Service Order, or statement of work (SOW), as defined in the Governing Agreement. This is a fixed-price order. VCE will bill and invoice customer at its standard time and material rates plus travel expenses for any additional services beyond the Service, including, but not limited to, any remediation services performed by VCE as deemed necessary by VCE, or any costs incurred for customer’s failure to meet its responsibilities specified in this document. All project activities will be conducted in English and all documentation supplied to VCE by customer to support the delivery of the Services will be provided in English.

Unless otherwise provided in the Governing Agreement, customer is deemed to accept the Service rendered if no objection is raised within ten (10) days after customer is presented with a milestone completion form or other statement of completion by VCE. VCE MAKES NO WARRANTIES, EXPRESS OR IMPLIED, IN THIS DOCUMENT.

Effective for orders placed on or after June 30, 2017.

FOR MORE INFORMATION

More information about VCE solutions and services is available from www.vce.com and from your local VCE representative.

ABOUT DELL EMC

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

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

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