

## 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; (2) VCE Product Life Cycle; and (3) VCE Support Services Terms Exhibit, each of which is incorporated herein.

### 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 establishes the terms governing VCE's provision of this Support Service. Any additional or conflicting support service terms and conditions stated in the contract between Customer and Customer's VCE Authorized Partner are expressly not agreed to or assumed by VCE.

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 October 24, 2013.

### 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 and will respond in accordance with the timeframes stated on the Service Level Agreement attached to the Support Services Terms Exhibit.
- 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 Certification Matrix on regular intervals through a Release Announcement.

- VCE will make available Software Releases, where available. A major release occurs every six (6) months, with interim updates as required. VCE supports a major release for eighteen (18) months. 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 DAT (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) that are either new or equivalent to new in all material respects. For Severity 1 issues, Advance Replacement Services will be provided on a Four-Hour Response basis 24x7, where available. For Severity 2 issues, Advance Replacement Services will be provided same Business Day, local hours ("SBD"), where available.

- For Severity 3 and Severity 4 issues, or where 24x7x4 or 24x7xSBD Advanced Replacement Service is not otherwise 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 on that 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.

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Depot Time will be shipped on the following Business Day for expedited delivery.

### 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. For Severity 1 issues, VCE will provide Four-Hour Response for Remedial Hardware Maintenance 24x7x4, where available, including VCE observed holidays, together with parts, labor and materials. For Severity 2 issues, VCE will provide SBD Remedial Hardware Maintenance, where available. Installation of all FRUs will be performed by VCE or a VCE Authorized Partner as part of the On-site Support Service, but Customer will perform installation of CRUs. If VCE installs the FRU, VCE will arrange for the return through the manufacturers' return processes.

- For Severity 3 and Severity 4 issues, or where 24x7x4 On-site Support Service is not otherwise 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:

- 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 DAP (Incoterms 2010).

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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® System 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 must be replaced by Customer and is not eligible for Advanced Replacement. An updated list of CRU parts is located at <http://www.vce.com/noindex/supportservicesdescriptions>.
- **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.
- **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 the Quote provided to Customer by VCE that will be deemed accepted by Customer when Customer places an order.

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- **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™ System.
- **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 Certification Matrix, release notes, upgrade documentation, system documentation, and/or directions to obtain customer-installable component updates.
- **Release Certification Matrix** means a list of certified versions of software, firmware and hardware for a specific release available at <http://support.vce.com>
- **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.
- **Support Patch** means a Software update designed to fix problems specific to the Product.
- **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. A list of supported Products is available at: <http://media.vceportal.com/documents/vce-supported-components.pdf>.
- **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 with the Customer solution that also contains the Product. Such items may be sold with the Product in the bill of materials, in the VCE Select Program, 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 and/or site work external to the Products.
- Any site work external to the Products.
- Any expenses incurred visiting Customer's location, except as required during escalation of problems by VCE.
- Hardware or Software purchased pursuant to the VCE Select Program.
- Any issue arising from a Third Party Product located inside the cabinet by Customer or any third party.

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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.
- 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.
- 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.
- 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.

### Service Availability

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

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