

## DELL TECHNOLOGIES ALL-FLASH DATA REDUCTION GUARANTEE TERMS AND CONDITIONS

These are the Terms and Conditions of Dell Technologies All-Flash Data Reduction Guarantee program ("Program"):

**Availability:** The Program is available to purchasers who (i) buy an eligible Dell Technologies All Flash Storage Product (defined below) either directly from Dell Technologies (defined below) or through a Channel Partner (defined below) and (ii) agree to these terms and conditions in writing after a copy has been provided to the purchaser by Dell Technologies ("Customer"). For Federal End Users, these terms and conditions must be executed by a contracting officer with authority to bind Federal End User. The term "Federal End User" is defined as any healthcare provider, department, agency, division or office of the United States government.

**Eligible Dell Technologies All Flash Products are the following (collectively, the "Products"):**

- **PowerFlex rack**
- **PowerFlex appliance**
- **PowerStore**
- **PowerMax 2000/8000/2500/8500**
- **Dell EMC Unity XT – All-Flash Arrays (x80F products)**

For clarity, if a Product is purchased as part of a converged IT solution, the Program benefits only apply to the Product and **not** to the broader converged IT solution or any component other than the Product contained within.

**"Dell Technologies"** means the DELL sales entity that engages in the sale of the respective Product to end customers in the ordinary course of business. For sales to Federal End Users, "Dell Technologies" means either Dell Marketing L.P., Dell Federal Systems L.P. or EMC Corporation.

A **"Channel Partner"** means a third party company, authorized contractually and directly by Dell Technologies to supply eligible Products to end-users for their own internal use and benefit.

**Data Reduction Guarantee:** Dell Technologies guarantees, in the sense as specified further below and with the specific remedies stated below, that for any new purchase of a Product, per array, for a period equivalent to the length of the pre-paid maintenance applicable to the purchased product (the "Guarantee Period"), the Product will provide logical usable capacity, including all data, equivalent to: for PowerStore and PowerMax 2500/8500 open systems four (4) times, PowerMax 2000/8000 three point five (3.5) times, Unity XT and PowerMax 2500/8500 mainframe (CKD) three (3) times, and all other eligible Products two (2) times **the usable physical capacity** (the "Guarantee").

**Requirements:** To be eligible for the Guarantee, the following requirements must be met:

*For all Products:*

1. All data stored on the Products must be in its native format (not host-level encrypted or compressed);
2. Audio, Image, PDF and Video files will not be included in any calculation determining compliance with the Guarantee;
3. The Guarantee does not apply until data is written to at least 50% of the physical solid-state drive space for PowerStore and PowerMax, and to at least 70% of the physical solid-state drive space for all other storage Products;
4. Except with respect to Federal End Users, Products must be connected to an active SRS gateway with functioning remote support for the Guarantee period; and
5. All compression and data deduplication functionality must be enabled where supported for the Guarantee to apply.

*For PowerFlex Products:*

1. Guarantee does not apply to medium granularity volumes, nor fine granularity overhead data, nor metadata, nor any data that is not at least 20% compressible.

*For PowerMax 2000/8000 Products:*

1. Must be a FBA (Open Systems) formatted array. CKD (Mainframe) formatted arrays or mixed (FBA and CKD) systems are not eligible.

*For Dell EMC Unity XT Products (3:1 DRR):*

1. VVOLs may not be used.

**Limitations:** To receive these benefits Customer must maintain, and remain current on payment for, a Dell Technologies ProSupport with the Mission Critical Option, a ProSupport PLUS support agreement, or a valid support contract with a valid Dell support partner, agreed with and approved by Dell Technologies with no gaps in coverage.. A claim must be reported in writing prior to the expiration of the Guarantee Period. At the time of a claim filing, the Products must be running a then-currently supported version of the applicable operating system and firmware. Program benefits are not transferrable to another end-user customer. Customer may only make one claim per Product during the Guarantee Period. The Guarantee applies to purchases of new Products after the date of Customer's signature below and is not eligible for previously purchased products.

**Filing a Claim:** To file a claim, Customer must contact a Dell Technologies Sales Representative. Customer must provide evidence of compliance with this Program and provide screen shots of the Product dashboard documenting seven (7) consecutive days of data reduction results.

**Remedies:** Customer will grant Dell Technologies access to the applicable systems to validate how much data was reducible. If Dell Technologies determines that a claim under this Program is valid, Dell Technologies will be given an opportunity to correct the non-compliance at its own cost by either: (i) tuning the system, (ii) providing additional equipment, (iii) re-configuring the microcode, or (iv) adding or changing other hardware components additional hardware capacity not to exceed 50% of the product's usable capacity. Dell Technologies will have sole discretion to determine which of the foregoing activities will be performed. The options above are the only remedies the Customer is entitled to receive for non-compliance with the Guarantee, and only a single claim to rectify any non-compliance with the Guarantee may be made. Any liability for damages due to non-performance of the remedies under the Guarantee shall be limited to typical and foreseeable damages, which shall not exceed the purchase price for the Product in relation to which Customer is raising a claim under the Guarantee, and neither party will be liable for any indirect or consequential damages of any kind; the foregoing limitations on liability shall not apply in case of death or personal injury, in case of Dell Technologies' gross negligence or willful misconduct, nor in case of claims under statutory product liability.

**Other Terms:** If the place of installation indicated upon purchase is in the United States, this Guarantee is governed by the laws of Texas, excluding its conflict of law rules, and the courts of Texas shall have exclusive jurisdiction to settle any disputes out or in connection therewith; otherwise, this Guarantee is governed by the laws of Ireland, excluding its conflict of law rules, and the Irish courts shall have exclusive jurisdiction to settle any disputes out or in connection therewith. For Federal End Users, this Guarantee is governed by Federal law. Dell Technologies does not warrant that a specific data reduction ratio will be achieved. Rather, this Guarantee is independent from, and in addition to any warranty offered by Dell Technologies or the applicable Channel Partner, and none of the limitations stated herein shall limit Customer's rights under such warranties. For the avoidance of doubt, the Program does not provide a guarantee in the sense of an unlimited and/or strict liability in relation to certain Product features or the quality of the Product, but rather a legally binding statement of Customer's remedies in case the guaranteed logical usable capacity is not met pursuant to the above terms and conditions. Program is void where prohibited, whether by way of U.S. or other applicable export control laws or regulations or otherwise. Details and other limitations not specified will be determined by Dell Technologies in its sole discretion. Failure to enforce a term shall not constitute a waiver by Dell Technologies. Program is subject to change or cancellation by Dell Technologies without notice, but any such change will only apply to new purchases and not retroactively.

**AGREED AND ACCEPTED:**

Company Name: \_\_\_\_\_

By: \_\_\_\_\_

Name (Print): \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

**FOR DELL**

**DELL TECHNOLOGIES INTERNAL USE:**

Sales Order Number: \_\_\_\_\_