

Service Description

Dell Cloud Storage with Nirvanix – Public Service

Introduction to Your Public Service

Dell Cloud Storage with Nirvanix – Public Service (the “Service”) is a public, multi-tenant STorage as a Service (STaaS) offering designed to enable the integration of Internet accessible storage into third party storage processes. The Service Description and the attached appendices (collectively, the “Service Description”) describe the Service being provided to you (“Customer” or “you”), as well as, what to expect for your implementation and usage of the Service.

Service Description

The Service enables the Customer to store anywhere from 1 to 4 Active Customer Copies on Nirvanix Inc.’s (“Nirvanix”) cloud infrastructure (the “Cloud”) under a one-year term agreement. Dell manages the Customer’s experience, and through our partnership, Nirvanix manages infrastructure, onboarding, maintenance and support and operational service levels.

Other than an initial set-up fee, billing for each tier occurs in arrears, monthly. Your bill is based on your Monthly Storage Volume. In the event your Monthly Storage Volume is less than half your Monthly Storage Ramp for the applicable month, you will be billed the applicable minimum monthly fee. Rates, fees, minimum monthly fees and Monthly Storage Ramp are set forth in your Order Form.

To the extent Dell or Nirvanix provides hardware or software as part of its delivery of the Service, such hardware or software will be licensed, owned, or otherwise held by Dell or Nirvanix or the applicable third party service provider.

“Active Customer Copy” is defined as Customer accessible and/or Customer-facing storage-service-content uploaded by Customer in connection with Customer’s use of the Service; each copy is hosted on a different Nirvanix storage node.

“Monthly Storage Ramp” is defined as an agreed upon volume of data that Customer commits to store in the Cloud for a given month.

“Monthly Storage Volume” is defined as average daily capacity which is then averaged over the month.

Service Management Processes

Engagement

Dell will:

- Communicate Service value proposition unique to Customer environment
- Configure Service to optimize Customer value proposition
- Complete account administrative activities



- Transition Customer to Nirvanix Onboarding, Provisioning, and ongoing Maintenance and Support

Onboarding & Provisioning

Nirvanix's Onboarding Team will collaborate with designated Customer contacts to provide standardized onboarding of the Service, which will include:

- Following the Activation Date an assigned Nirvanix representative will contact Customer to enable onboarding
- Provisioning ("Provisioning") is considered complete when Customer is capable of accessing and operating the Nirvanix customer master account.
- During onboarding and Provisioning, Customer will be presented with Nirvanix's End User Agreement ([EUA](#)) (the "Nirvanix Agreement"). In order for Nirvanix to be able to complete the onboarding and Provisioning process and deliver the Service, Customer will be required to agree to the terms and conditions found in the Nirvanix Agreement. Such agreement will be between Customer and Nirvanix.
- Billing will begin at the conclusion of Provisioning (the "Billing Start Date").

Service Levels

Service levels and associated remedies are provided in accordance with Appendix A.

Technical Support

Maintenance and support ("Maintenance") will be provided to Customer by Nirvanix, provided that Customer is current with their payments to Dell. Nirvanix will provide support consistent with Appendix B ("Support").

Responsibilities

Customer

- Customer will support onboarding and Provisioning activities set forth herein for the Service.
- Customer will obtain all licenses necessary in connection with all software and applications used for the Service.
- Customer will provide timely access to Customer resources, including but not limited to, administrators, engineering, and project management.
- The Customer is responsible for modifying and tracking changes to its environment
- Customer's is responsible to perform complete backups of all existing data, software, and programs. NOTWITHSTANDING ANYTHING CONTAINED HEREIN TO THE CONTRARY, NEITHER DELL NOR NIRVANIX WILL HAVE ANY LIABILITY FOR LOSS OR RECOVERY OF DATA OR PROGRAMS or loss of use of system(s) arising out of the Service or support or any act or omission, including negligence, by Dell or a third-party service provider.



- Customer is responsible for all design and implementation of network security settings and requirements definition.
- Customer is responsible for all application and performance monitoring.

Dell

- Register Customer with Nirvanix
- Coordinate Customer account activation
- Answer questions related to billing and invoices

Nirvanix

- Assist Customer in identifying causes of issues experienced in Customer's environment
- Support backup/recovery requests, which may include additional costs and be subject to a separate agreement
- Work with Customer to troubleshoot any dedicated VPN links over the Internet or dedicated WAN links
- Perform Maintenance and Support activities
- Measure service availability

Miscellaneous Terms & Conditions

The following Appendices are incorporated into this Service Description:

- Appendix A: Service Level Agreement
- Appendix B: Support

The excluded support/services described below are outside the scope of this Service.

- Any activities other than those specifically noted in this Service Description

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Dell's terms and conditions of sale apply and are available on request or online at www.dell.com/cloudterms.

For more information about any of our service offerings, please contact your Dell representative or visit www.dell.com/services.



Appendix A - Service Level Agreement for Dell Cloud Storage with Nirvanix Service – Public Service

The service levels and associated remedies described below apply to the Service. If Nirvanix does not meet the SLA for a particular month during the term, Dell will, at Customer's request, provide the applicable credit set out below.

Service Availability

Nirvanix makes commercially reasonable efforts to make the Service available as follows:

Active Customer Copies	Service Availability
1	Less than 99.9% but at least 99.0% Less than 99.0%
2	Less than 99.99% but at least 99.9% Less than 99.9%
3	Less than 99.999% but at least 99.99% Less than 99.99%
4	Less than 99.9999% but at least 99.999% Less than 99.999%

If Nirvanix fails to meet this level of Service (as applicable, the "SLA"), affected Customers may be eligible to receive a Service Credit from Dell that can be used against their next billing cycle.

How Service Availability Is Measured

Nirvanix measures service availability as the percentage of time Service is available during a billing cycle. The percentage of Service availability is determined by dividing the total number of minutes the Service is available in a period by the total number of minutes in a period. The Service is considered unavailable when valid web service requests that are received by Nirvanix controlled servers fail 3 consecutive times. The Service is considered available / recovered when:

- Ten consecutive valid web service requests are successfully fulfilled; or
- If fewer than 5 valid web service requests are received by the Content Storage Network ("CSN") servers in a 60 minute period of time, the service is considered available again when the supplier announces in writing that it is available.

SLA Exclusions

This Service Level Agreement only applies to unplanned outage of Nirvanix's Cloud Storage Network in standard operating conditions. Exclusions to the agreement are:

- Planned maintenance service outages
- Any availability or outage impact related to Customer security breaches or compromised service credentials, or other unauthorized, improper, or negligent acts



- Errors associated with improper use of the system (credentials, call sequence, method formats, etc.)
- Any ISP, Internet, or carrier failures affecting customers from making use of the Nirvanix services.
- Suspension or termination of Service as described in the terms and conditions of the service
- Any Service outage due to force majeure events
- Any other unplanned outage caused by circumstances beyond Nirvanix's reasonable control

Service Credits

A service credit ("Service Credit") is an amount measured in US dollars that Dell will apply against Customers' future payments to Dell. Service Credits are not transferable, do not convert to cash refunds or refunds in any other form, and expire after one billing cycle of having been issued. Service Credits are Customers' sole and exclusive remedy for any failure of service requests to the Cloud Storage Network and Customer explicitly disclaims any and all other remedies, whether in law or equity. Service Credits are issued according to the following schedule:

Active Customer Copies	Service Availability	Service Credit amount as Percentage of Monthly Billing
1	Less than 99.9% but at least 99.0% Less than 99.0%	5% 13%
2	Less than 99.99% but at least 99.9% Less than 99.9%	5% 13%
3	Less than 99.999% but at least 99.99% Less than 99.99%	5% 13%
4	Less than 99.9999% but at least 99.999% Less than 99.999%	5% 13%

Requesting Service Credits

Customer's sole remedy, and Dell's sole liability, with respect to Nirvanix's inability to meet any SLA is the Credits described above and Customer explicitly disclaims any and all other remedies, whether in law or equity. Credits are in US dollars.

Claim Procedure: To receive a Service Credit, a Customer is responsible for making a claim alleging Dell's failure to achieve the SLA within 15 days of the last date of such alleged failure. The claim must be sent by e-mail to the following address: Dell_Cloud_SLA_Claims@Dell.com. The e-mail must include the following information:

- Customer name
- Customer account number [if applicable]
- Name of the Service to which the claim relates
- Customer contact name
- Customer contact e-mail address
- Customer contact telephone number
- Date(s) & time(s) for each claim for downtime
- Additional details as needed



Appendix B - Support for Dell Cloud Storage with Nirvanix Service – Public Service

Customer Support Contacts

Nirvanix will provide 24 x 7 support to Customer technical representatives as follows:

Severity Level	Response Time	Contact Options
Severity Level 1: Service Unavailable A malfunction with the CSN makes the service unavailable. Customer is unable to use the CSN.	30 minutes	Telephone (U.S.): +1 866.751.1098
Severity Level 2: Degraded Service The malfunction causes incorrect, incomplete, or inconsistent results, or impairs the usability of the CSN. Customer can continue to use the CSN, but at a degraded service level.	12 hours	NMP: http://nmp.nirvanix.com Telephone (U.S.): +1 866.751.1098
Severity Level 3: Technical/Account Questions The malfunction impairs a minor function of the CSN and can be addressed by a workaround. Customer can continue to use the CSN without a noticeable degradation of the service level. Customer has a technical or account question.	Next business day	E-mail: customersupport@nirvanix.com NMP: http://nmp.nirvanix.com Telephone (U.S.): +1 866.751.1098

These response times are aspirational only; any failure on the part of Dell or Nirvanix to satisfy the applicable response time will not result in liability to either Dell or Nirvanix.

Customer Support Language

Nirvanix will provide Customer support to Customer's services representatives in English.

