

Uptime v3 Agreement - Special Conditions for EMC Products

1 Definitions and interpretations

- 1.1 “**Client Replaceable Unit (CRU)**” means a component of a Configuration Item that can be replaced by the Client without voiding the warranty or affecting this Agreement as defined by EMC and specified in EMC’s published materials.
- 1.2 “**EMC**” means EMC Corporation of 176 South Street, Hopkinton, Massachusetts, United States.
- 1.3 “**End-of-Service**” means the relevant Configuration Item is no longer manufactured or supported, as determined by NTT, based on any end-of-service announcements made by EMC.
- 1.4 “**Field Change Maintenance**” means mandatory work specified by EMC and initiated by NTT that ensures an EMC Configuration Item functions according to its specifications and may include the replacement of an EMC Configuration Item or Part, or the installation of an Update.
- 1.5 “**Non-Client Replaceable Unit (Non-CRU)**” means a component of a Configuration Item that can only be replaced by an EMC-certified engineer.

2 Application

2.1 For the purposes of these special conditions ‘EMC Configuration Items’ means (as at the date of this Agreement) the following products:

- (a) VNX (excludes VNXe products):
 - (i) VNX5100;
 - (ii) VNX5300;
 - (iii) VNX5500; and
 - (iv) VNX7500;
- (b) VNX2:
 - (i) VNX5200;
 - (ii) VNX5400;
 - (iii) VNX5800;
 - (iv) VNX7600; and
 - (v) VNX8000;
- (c) Data domain:
 - (i) DD160;
 - (ii) DD620/640/670
 - (iii) DD2500;
 - (iv) DD4200/4500;
 - (v) DD7200;
 - (vi) DD860/890; and
 - (vii) DD990;
- (d) Centera;
- (e) Connectrix (departmental MDS and Brocade switches only as listed below):
 - (i) MDS-9124;
 - (ii) MDS-9148;
 - (iii) MDS-9222i;
 - (iv) DS-300b;
 - (v) DS-5100b; and
 - (vi) DS-5300b;
- (f) RecoverPoint Appliances;
- (g) Avamar:
 - (i) Avamar Data Store Gen3; and
 - (ii) Avamar Data Store Gen4;
- (h) Ionix configuration items excluding the following:
 - (i) Ionix Application Discovery Manager;
 - (ii) Ionix Server Configuration Manager; and
 - (iii) Ionix Server Manager (formerly EMC Smarts);
- (i) Upgrades to existing CLARiiON and Celerra systems:
 - (i) CLARiiON AX4-5;
 - (ii) CLARiiON CX4-120, 240, 480, 960;

- (iii) Celerra NX4; and
- (iv) Celerra NS-120, 480, 960.

- 2.2 These special conditions do not apply to EMC Configuration Items that have been classified as End-of-Service by EMC.
- 2.3 During the Term the list of EMC Configuration Items in clause 2.1 may be varied by NTT.
- 2.4 For the current list of EMC Configuration Items, refer to: <https://hello.global.ntt/en-us/legal/terms-and-conditions>

3 Service Level Exclusions

- 3.1 The *Restore* Business Continuity Level is limited to the hardware and core Software only and is available for Configuration Items located within 50 kms of the CBD of Australian capital cities excluding Darwin and Hobart.
- 3.2 The following table summarises the scope of coverage for the Engineer to Site Service Element for the *Replace*, *Reconfigure* and *Restore* Business Continuity Levels:

	Engineering to Site Coverage for Hardware Categories		Engineering to Site Coverage for Software Categories	
	Non-CRU	CRU	Core	Non-Core
Replace (Response or Result)	Yes	No	No	No
Reconfigure (Response or Result)	Yes	No	No	No
Restore (Response or Result)	Yes	Yes	Yes	No

4 Field Change Maintenance

- 4.1 NTT may notify the Client that it wishes to perform Field Change Maintenance on EMC Configuration Items to prevent potential product issues, at no Additional Charge to the Client.
- 4.2 If the Client accepts the Field Change Maintenance Request:
 - (a) NTT must:
 - (i) nominate a suitable time for the tasks associated with the Field Change Maintenance Request to be performed, either during Business Hours or outside of Business Hours;
 - (ii) perform the tasks associated with the Field Change Maintenance; and
 - (iii) if requested by the Client, Reconfigure the EMC Configuration Item back to its configuration as it existed before the Field Change Maintenance at an Additional Charge;
 - (b) the Client must:
 - (i) ensure its internal change management process has been adhered to;
 - (ii) provide NTT with access to the Site and/or the EMC Configuration Item;
 - (iii) check and verify that it has the EMC Configuration Item's latest configuration backup available;
 - (iv) cooperate with NTT so as to facilitate the implementation of the Field Change Maintenance;
 - (v) after NTT has completed the Field Change Maintenance, Restore the backup configuration on the EMC Configuration Items; and
 - (vi) return the EMC Configuration Item to perform the function that it performed prior to the Field Change Maintenance Request.
- 4.3 If the Client declines the Field Change Maintenance Request, any resulting problems, damages or degradation in performance are excluded from the Service and any related Service Levels may no longer apply. If the Client requires support in connection with the relevant EMC Configuration Item(s), NTT may elect to make reasonable efforts to assist, however, such assistance will be provided at an Additional Charge.

5 Remote Alerts

- 5.1 *Remote Alerts* is only available for EMC Configuration Items which are capable of supporting the "EMC Connect Home" feature.
- 5.2 *Remote Alerts* is limited to Configuration Items with a Business Continuity Level of *Reconfigure* or *Restore*.
- 5.3 The Client must:
 - (a) supply a Windows management workstation that has network access to the monitored EMC Configuration Items;
 - (b) install the appropriate EMC management Software, bundled with the EMC product purchase on the Windows management workstation;
 - (c) allow NTT to remotely access the Client's network via a secure VPN;

- (d) configure a set of appropriate TCP ports to allow NTT access to the EMC Configuration Items at the time of Client Take-on; and
- (e) configure its SMTP mail gateway to forward email alerts to NTT.