

PROFESSIONAL SERVICES STATEMENT OF WORK

This Statement of Work (“SOW”) is incorporated by reference into and includes all of the terms and conditions of the Professional Services Addendum (which can be found at URL:

<https://www.purestorage.com/docs.html?item=/type/pdf/subtype/doc/path/content/dam/pdf/en/legal/professional-services-addendum.pdf>). Any terms not defined in this SOW shall have the meaning set forth in the Professional Services Addendum. Any amendment to this SOW shall be effective upon execution by the parties of a written amendment.

Statement of Work Date	June 2, 2021	Pure Storage Contact Info
Pure Storage, Inc. or Pure Storage	Pure Storage, Inc. 650 Castro St., Suite 400 Mountain View, CA 94041 Brett Nielsen	Via the web: http://www.purestorage.com/support Via e-mail: support@purestorage.com Via phone (US): +1 (866) 244-7121
Customer	City of Ann Arbor 301 E. Huron St. Ann Arbor, MI 48104 [Designated Customer contact]	Via phone (International): International numbers are available at http://www.purestorage.com/support

1. SUMMARY

City of Ann Arbor has requested Pure Services assist with the migration of their (8) ESXi VMware environment off Compellent – iSCSI and a single RHEL physical host Data Domain environment running (1) CIFS share to a new Pure Flash Array X50R3 - iSCSI.

2. SCOPE

This SOW covers the following Services and Deliverables:

Services

Site Summary:

- Source#1 - Dell SC8000 Compellent - iSCSI
- Source#2 - Data Domain - Avamar Attached
- Target - Pure Flash Array x50r3 - iSCSI version

Pure Storage will provide the following services (“Services”):

Phase 1 - VMware Migration (“Teach To Fish”) of up to 10 VMs or up to 60TB
Migration method - Storage V-motion

Pure Services will pilot, setup, configure and perform initial storage-VMotion of the in-scope environment. Once the pilot is complete, Customer will complete the remaining migration(s). Pure will document and perform the following steps:

1. Discovery call to review environment in deeper detail
2. Review existing storage and document disk layout/mapping
3. Create the new LUNs on the destination storage array

4. Present Pure iSCSI initiators to ESXi Host
5. Present new Pure LUN as a new datastore to the ESXi environment
6. Perform VMotion migration

Phase 2 - Linux Migration of up to 50TB from 1 physical Red Hat Enterprise Linux (RHEL) host
Migration method - LVM Migration

Pure will perform the following steps:

1. Discovery call to review environment in deeper detail
2. Review Storage and document disk layout/mapping
3. Create the new LUNs on the destination storage array
4. Present Pure iSCSI initiators to RHEL Host
5. Check for Presented Drives
6. Check for Newly added Drives
7. Check Present Logical and Physical Volumes
8. Create New Physical Volumes
9. Perform LVM Mirroring or PVMove method

Deliverables

Pure Storage will provide the following as specific deliverables ("Deliverables"):

- Migration design document
- Migration run book templates
- Data migration run sheet (i.e. project plans, technical plan and cut-over schedules)

Pure Storage Responsibilities

Provide resource(s) to cover the activities outlined in the Services and Deliverables section above. Resources are provided on a time and materials basis.

3. LOCATION

All Services will be performed remotely.

4. WORKING TIME & REPORTING

The engagement of the resource(s) is on a professional working time basis. Pure Storage resource(s) normal hours of work will be Monday to Friday, (excluding public holidays) 09:00 to 18:00, including lunch hour. For any work performed outside of the foregoing hours, Customer shall agree rates and pricing with the authorized partner.

5. SOW CHANGE CONTROL

If any changes are required to the scope of the Services and /or Deliverables after the Commencement Date, then any such changes will be handled via the change control process set out in this section.

- i. The parties will use a change request form as agreed between the parties to document requested Changes ("Change Request").
- ii. "Change" refers to any changes to the scope of the Services, Deliverables, Assumptions, Responsibilities, terms of acceptance, and or other sections of this SOW. A Change may or may not have impact on costs and/or schedules as originally defined. No work will be undertaken by Pure Storage (including any of its subcontractors)

which has not been agreed in advance in accordance with the change control process outlined below. Until such time as a Change is agreed in accordance with the agreed change control procedure set out below, Pure Storage and/or Customer shall, continue to deliver the SOW, Deliverable or Service as if the Change Request had not been made.

- iii. At any time, Customer or Pure Storage may request a Change. Neither party shall unreasonably withhold or delay processing or agreeing a specific Change. The process to be followed is defined in this section.
- iv. The requester of a Change must submit the Change Request including at least the information set out below through their project manager, to the counterpart project manager. The minimum information required is:
 - a. A description of the proposed Change including any additional work to be performed and identification of any specific revisions to Deliverables.
 - b. The reason for the proposed Change
 - c. Any special conditions for acceptance of the Change.
- v. Where Customer submits a Change Request, Pure Storage will carry out a preliminary assessment of the Change Request and return a preliminary evaluation to the Customer project manager. This preliminary evaluation will contain:
 - a. An assessment preliminary assessment of the impact of the requested Change
 - b. A statement as to whether the requested Change can be included in the current scope. The assessment will include an initial estimate of the time required and the grade of personnel to be involved. Should additional charges be payable due to scope change, this will need to be agreed with an authorized partner.
 - c. A preliminary estimate of the timetable to complete the Change process and the timetable to implement the Change.
- vi. If the Customer project manager agrees to proceed with the preliminary assessment provided by Pure Storage, then Pure Storage will complete a full assessment of the Change request as follows:
 - a. A full statement of the impact of the Change including identification of all impact components of the Services and any other impacts to associated elements
 - b. A full estimate of the timetable to implement the Change
 - c. A full estimate of the resultant revisions
 - d. A statement of how acceptance of the Change will take place, if this is separate or different from the provisions already made
 - e. A statement of the validity period for the Change to be accepted and agreed.
- vii. The full assessment of the Change Request will then be delivered to the Customer project manager. If the full assessment and associated change to the Charges is agreed by the Customer project manager, then the Customer project manager shall approve the Change Request. Upon approval of a Change request, each party will arrange for the approved Change request to be signed by duly authorized representatives of each party.

6. GENERAL ASSUMPTIONS AND CUSTOMER RESPONSIBILITIES

This section details the general assumptions and responsibilities in relation to the Services and/or Deliverables.

Assumptions

- i. Customer acknowledges that Pure Storage's ability to deliver the Services is dependent upon (i) Customer's timely co-operation with its obligations as set out or referenced in this SOW and (ii) the accuracy and completeness of information and data that is requested and required from Customer to enable Pure Storage to deliver the Services.
- ii. Pure Storage will have access to data, people and facilities relevant to this engagement as reasonably requested by Pure Storage (whether verbally or in writing). Where Customer cannot provide access to the data/information requested by Pure Storage or where such information and or data is not in existence at the date on which Customer is required to provide it to Pure Storage, then Customer shall (i) provide Pure Storage with written notification in advance of Pure Storage requiring this information/data and (ii) provide an alternative means of providing Pure Storage with the data/information requested by Pure Storage to allow Pure Storage to perform the Services and/or provide the Deliverables.
- iii. The Services do not include the provision of any hardware products or any software unless explicitly stated in this SOW.
- iv. This SOW details the purchase of time and professional efforts. This SOW entitles the Customer to Pure Storage's commercially reasonable efforts to perform the Services set out in this SOW. There is no assurance or representation that the final result will perform in any manner other than as explicitly stated in this SOW.

- v. Any Improvements (including work product) created will be delivered as is and are not supported by Pure Storage, unless otherwise set-out in this SOW.
- vi. Pure Storage is not responsible for any application or host system access that encompasses coding, scripting, application analysis, system performance, troubleshooting, or application logins outside of the Services expressly described in the SOW.
- vii. Pure Storage has no obligation to provide support or maintenance in relation to any scripts created in the performance of Services under this SOW. Any and all future activity for trouble shooting, additions, or changes requested after delivery of the Services and Deliverables contained herein shall require a separate Statement of Work to be agreed.
- viii. Customer will be responsible for configuring iSCSI networking prior to migration events commencing.
- ix. Customer will be responsible for migration of remaining environment beyond in-scope migration efforts outlined in Section 2.
- x. Data Domain share will need to be modified to give permission for SMB proxies to access share.
- xi. Expenses will be billed separately, and Pure Storage shall be reimbursed via its authorized partner for expenses incurred in connection with the performance of the Services.
 - a. Airfares — will be economy
 - b. Hotels — Customer's recommended or Pure Storage approved hotel

Customer Responsibilities

The provision of the Services is conditional upon the Customer (partner if this SOW is executed between Pure Storage and a Pure Storage authorized partner) will provide Pure Storage with the following:

- i. Customer will respond in a timely manner and in any event within the times and dates necessary to enable Pure Storage to perform its obligations under this SOW.
- ii. Customer will provide Customer information/data to Pure Storage. Customer is responsible for the accuracy and completeness of all information it provides. If information has been accurately requested and is incomplete or incorrect or if information is uncovered during the course of the SOW which could not be reasonably anticipated by Pure Storage, any work required to correct problems created by the use of such incomplete or inaccurate information or any additional work required by the discovery of such unanticipated information, shall be treated as a requested Change and additional charges will need to be agreed.
- iii. Customer will provide Pure Storage with access to appropriate Customer personnel (with the relevant skill and knowledge) and facilities of Customer and shall notify Pure Storage personnel in writing of any special health and safety hazards of which Customer is or has become aware which may exist or arise at Customer site which may affect Pure Storage personnel and or the performance of Services and Deliverable listed herein
- iv. Customer shall provide suitable and safe work areas for Pure Storage personnel within Customer offices including access to printing, network connection to the internet, office desks and chairs and meeting room allocation. Customer will provide administrative support to co-ordinate schedules, participants' diaries and meeting rooms for workshops, meetings and knowledge exchange sessions. Any further requirements shall be in good faith agreed between the parties.
- v. Where work is required to take place in sensitive areas or locations subject to access controls, Customer will (i) make Pure Storage aware of any access restrictions and (ii) will define and implement arrangements that that are reasonably acceptable to both parties to ensure the security and access protocol checks on personnel engaged on works in such areas. Customer will make Pure Storage aware of any such restrictions as soon as possible and ensure that any such arrangements do not cause delay to the agreed schedule of the work.
- vi. Customer will assign a project manager with responsibility and authority to make decisions concerning SOW planning, co-ordination of dates, approval and any other decisions concerning the organization of the SOW with Customer. The Customer project manager will also be responsible for the scheduling of customer resources as identified in the SOW schedule. Pure Storage will assign a project manager to liaise with the Customer project manager.
- vii. Customer will be responsible for coordination of the Services provided under this SOW with other work being undertaken by Customer outside of this SOW. Customer will take responsibility for the management and control of program integration with other related Customer projects and for the management and interfaces with other suppliers participating in related projects.
- viii. Customer will provide administrative support to coordinate schedules, participants' diaries and meeting rooms for workshops, meetings and knowledge exchange sessions.

- ix. Customer will provide experienced resources to deliver all required Customer responsibilities. Customer will provide the resources such as system and application administrators with the requisite qualifications, skill and experience necessary and who have availability to participate as required and to enable Customer to meet its obligations in relation to this SOW. For urgent requests, it is assumed that Customer will be able to respond promptly.
- x. Customer will take prompt action to help rectify situations where Pure Storage has advised the Services and/ or Deliverables are at risk of delay due to non-performance or delay on the part of Customer.
- xi. Customer will appoint members of its IT technical management to participate in the technical review meetings and workshops, and who are authorized to make decisions on the strategies, technological solutions and priorities to be adopted.
- xii. Where a specific business or technical requirement or subject area is under review, Customer will provide stakeholders who can provide Customer requirements and agree to the solution, both in general and in detail in its specific design and testing.
- xiii. Customer will empower selected individuals to make decisions on behalf of Customer and will ensure that a quorum of decision makers participate and attend specific meetings where decisions making is required.
- xiv. Customer will be responsible for maintaining disaster recovery processes and all necessary back-ups so that Customer can reinstate any data in the event of a disaster including a disaster involving disruption or outage of communications, power or other utilities. Pure Storage does not provide disaster recovery services and takes no responsibility for any loss or interruption of data.
- xv. Where Customer requires Pure Storage personnel to comply with its reasonable site policies whilst at the Customer site, then Customer shall provide written notification of such policies to Pure Storage personnel prior to such Pure personnel attending such Customer sites.

7. OUT OF SCOPE

Anything not explicitly set-out in this SOW as a specific Deliverable is out of scope , and also specifically excludes:

- i. iSCSI configuration
- ii. Scripting changes: Script changes for provisioning storage or any scripting or any software code changes are out of scope.
- iii. LUN consolidation: migrations are like for like and LUN consolidation is not within the scope of this SOW.
- iv. Data erasure and decommissioning of legacy arrays: Any erasure of data on the source arrays is out of scope. Pure Storage can act in good faith and agree a separate SOW should this additional service be required.
- v. Responsibility for any data backup or the performance of any data backups. Customer remains responsible and liable at all times for any and all data backups.
- vi. Any maintenance on legacy arrays: maintenance of the legacy arrays is out of scope of the project.

8. PRICING AND PAYMENT TERMS

All pricing and payment terms shall be determined between the Customer and the authorized partner and shall be based on the Services, Deliverables and assumptions included in this SOW.

[Signatures on following page]

AGREED TO AND ACCEPTED BY:

CUSTOMER:

PURE STORAGE, INC.:

Signature

Signature

Printed Name and Title

Printed Name and Title

Date

Date

DRAFT