



**Flexible Consumption Schedule No. 1 (Flex on Demand) VxRail – U.S.**

This Flexible Consumption Schedule No. 1 (the “**Schedule**”) sets forth the terms under which the customer identified below (“**Customer**”) may access and use certain Products from the Dell EMC entity identified below (“**Dell EMC**”). Customer’s use of Products is subject to the terms of this Schedule and the **Governing Agreement** identified below.

<b>Effective Date:</b> _____	<b>Governing Agreement:</b> Customer’s existing Master Flexible Consumption Agreement with Dell EMC dated on or about: <b><u>December 7, 2023</u></b>
<b>Name of Dell EMC entity (“Dell EMC”):</b> EMC CORPORATION 176 SOUTH STREET HOPKINTON, MA 01748	<b>Name of Customer:</b> NEW ORLEANS REGIONAL TRANSIT AUTHORITY 2817 CANAL ST NEW ORLEANS, LA 70119-6301

**1. Effective Date, Commencement Date.**

- 1.1 Schedule Effective Date and Transaction Start Date.** This Schedule expresses the current understanding of Dell EMC and Customer with regard to the Products listed on the Attachment 1 hereto. This Schedule, when signed by Dell EMC and Customer takes effect as of the **Effective Date** shown above.
- 1.2. Commencement Date.** Flexible Consumption Period shall commence on either (i) the first day of the first month following the date the Products have been installed at the Installation Site, or, if Customer delays the installation process or if Customer’s facility is not prepared for the installation of Products, (ii) the first day of the second month following the Product’s arrival at the Installation Site (as applicable, the “**Commencement Date**”).

**2. Listing of Products; Unit of Measure (“UOM”) for Software; Level of Support Services.**

- 2.1 Products.** The Products subject to this Schedule are listed on the Attachment 1 hereto.
- 2.2 Unit of Measure for Software.** A complete description of the Unit of Measure applicable to each unit of Software listed on the Attachment 1 is contained in the Dell EMC Units of Measure at <https://www.dell.com/content/dam/digitalassets/active/en/unauth/manual-warranty-informations/products/data-protection/h2483-sw-use-rights.pdf>
- 2.3 Support Services.** The following Table 2.3 specifies the level of Support Services to be provided for all Products during the Flexible Consumption Period.

Table 2.3 – Level of Support Services	
Support Services Level is:	ProSupport Plus Mission Critical

- 2.4 Support Services Terms.** Support Services identified in a Schedule relating to Dell-branded and EMC Branded Products will be provided in accordance with and pursuant to the following terms for ProSupport Plus for Infrastructure: [https://i.dell.com/sites/csdocuments/Legal\\_Docs/en/us/dell-prosupport-plus-for-infrastructure-sd-en.pdf](https://i.dell.com/sites/csdocuments/Legal_Docs/en/us/dell-prosupport-plus-for-infrastructure-sd-en.pdf)

**3. BILLING/METRICS. PURCHASE ORDER, FLEXIBLE CONSUMPTION PERIOD AND RENEWALS.**

- 3.1 Billing Metrics and Flexible Consumption Period.** Customer is authorized to use all or a portion of the Products and receive Support Services thereon only during the **Flexible Consumption Period** as described in Table 3.3 below. During the Flexible Consumption Period, Dell EMC will measure the usage of the Products on a daily basis and issue a monthly invoice, in arrears, to Customer that reflects the amount of average usage during the prior month. The monthly Flexible Consumption Fee for usage is based on a minimum committed amount of use (the “**Monthly Committed Capacity**”) plus any usage in excess thereof (use of the “**Monthly Reserve Capacity**”). The Metered Total Capacity, Monthly Committed Capacity and Reserve Capacity are measured by means of the following metric: “**Consumed Raw Storage**” shall mean the amount of Storage written or reserved by the Asset(s) to provide Storage to Servers or used for maintaining replicas of Server Storage. This measure does not include storage used for disk formatting or dedicated spare disks and includes storage used for Protection/RAID overhead and (where appropriate) dynamic sparing overhead on the System. This measure is after the application of storage reduction techniques performed by the Asset(s) such as compression and de-duplication. This definition means that storage consumed on the Asset(s) that cannot be reused by other means is converted to a Raw format by adding the parity and protection overheads.  
“**Consumed Physical Node RAM**” shall mean the amount of a physical node’s Random-Access Memory that is utilized at a given point in time expressed in units of GiB. This unit of measure is represented as a mean average over a defined period of time, e.g. daily, weekly or monthly. This measure includes RAM consumption as a result of the operating system, hypervisor or any other software running on the physical node.

**3.2 Capacities and Asset Metering.** Prior to Billing, Dell EMC will provide Customer a monthly usage report, which reflects both the Metered Total Capacity of the Products and the Monthly Committed Capacity as a Percentage of that Metered Total Capacity. **“Metered Total Capacity”** means the reported capacity of the Products based upon Customer’s storage configuration in the applicable environment. Monthly reports will reflect the Metered Total Capacity of Products as reported by the asset and will scale the Monthly Committed Capacity in line with the Monthly Committed Capacity as a Percentage of Metered Total Capacity (see table 3.3). The committed Monthly Flexible Consumption Fee, the Monthly Unit Rate (Charge per GiB per Month) and the Monthly Committed Capacity as a Percentage of Metered Total Capacity remain fixed.

**3.3 Rate, Billing Period and Flexible Consumption Fee; Reserve Capacity Cap.** Table 3.3 sets forth the Billing Period, Monthly Unit Rate, the Flexible Consumption Period and Fee for the Monthly Committed Capacity. The Flexible Consumption Fee per Billing Period is the sum of the fee for the Monthly Committed Capacity and plus the fee for the Reserve Capacity, if any, used during that Billing Period. These fees are calculated by multiplying the applicable amount of use by the Monthly Unit Rate. In no event shall the Flexible Consumption Fee for any Billing Period be less than that which would apply to the Monthly Committed Capacity. Without limiting the foregoing, Customer is responsible to pay Dell EMC the fees for the Monthly Committed Capacity in accordance with the terms and conditions of this Schedule even if Customer’s actual usage is less than the Monthly Committed Capacity. If the monthly use is not greater than the Monthly Committed Capacity, no Reserve Capacity fee shall be due. If the monthly use exceeds the Monthly Committed Capacity, Dell EMC shall calculate the amount of the Reserve Capacity usage, using the Monthly Unit Rate set forth in Table 3.3 and include the amount in the next monthly invoice issued by Dell EMC.

Table 3.3 – Billing Information - Storage	
Flexible Consumption Period begins on	The Commencement Date
Flexible Consumption Period duration is:	Thirty-six (36, but continues thereafter on a month-to-month basis until all Product is made available for pick-up by Dell EMC.
Billing Period	Monthly (in arrears)
Monthly Committed Capacity as a Percentage of Metered Total Capacity	50%
Monthly Unit Rate (Charge per GiB per Month)	\$ 0.0222
Monthly Flexible Consumption Fee for Monthly Committed Capacity	\$ 2,646.44

Table 3.3 – Billing Information - Memory	
Flexible Consumption Period begins on	The Commencement Date
Flexible Consumption Period duration is:	Thirty-six (36), but continues thereafter on a month-to-month basis until all Product is made available for pick-up by Dell EMC.
Billing Period	Monthly (in arrears)
Monthly Committed Capacity as a Percentage of Metered Total Capacity	50%
Monthly Unit Rate (Charge per GiB per Month)	\$ 2.4708
Monthly Flexible Consumption Fee for Monthly Committed Capacity	\$ 2,530.10

Dell EMC shall charge Customer the Monthly Unit Rate for use of Reserve Capacity above the Monthly Committed Capacity up to eighty-five (85%) percent of the Metered Total Capacity, and Customer’s use of the Reserve Capacity between 85% and 100% of the Metered Total Capacity be at no charge to Customer (“Reserve Capacity Cap”) except in cases of: (i) interruption of monitoring when customer is at fault (Section 2.F of the MFCA), or (ii) Customer is in default of this Schedule, where in either case Dell EMC will continue to invoice for use up to 100%. Dell EMC shall issue invoices referencing this Schedule.

**3.4 Purchase Order Requirements.** Customer’s initial purchase order must specify an amount that is at least equal to the monthly Flexible Consumption Fee for the Monthly Committed Capacity multiplied by the number of months in the Flexible Consumption Period. That minimum amount of the purchase order is shown in Table 3.4 below. Customer shall pay all invoices for Flexible Consumption Fees, including, but not limited to, those that contain charges for use of Reserve Capacity, regardless of whether or not such amounts exceed the amount of Customer’s purchase order(s) issued to Dell EMC in connection with this Schedule. If Dell EMC reasonably determines that the amount of Customer’s original purchase order will not cover the actual Flexible Consumption Fee, then Dell EMC will notify and discuss the situation with Customer. Upon agreement on the additional funds, Customer shall promptly issue a related purchase order for that additional amount.

Table 3.4 – Purchase Order Amount	
Customer Purchase Order amount is:	\$ 186,355.44

**3.5 Increasing Monthly Committed Capacity/Flexible Consumption Period.** During the Flexible Consumption Period, Customer may increase (i) its Monthly Committed Capacity; or (ii) both the duration of the Flexible Consumption Period and the Monthly Committed Capacity at the applicable Monthly Unit Rates stated in Table 3.5 below. To do so, Customer must agree to the increase in an amendment to this Schedule. When Dell EMC and Customer have agreed on the increase, Dell EMC shall prepare and send an amendment to Customer using the pricing in Table 3.3. The parties shall indicate their acceptance by signing the amendment and Dell EMC shall invoice Customer based on the new pricing pursuant to the amendment. When extending the duration of the Flexible Consumption Period, the revised duration continues to be measured from the original Commencement Date of the Flexible Consumption Period. If the duration of Flexible Consumption Period was thirty (36) months and the amendment adds six (6) months, then the new Flexible Consumption Period is a total of forty-two (42) months, beginning on the original starting date. The revised Monthly Unit Rate commences on the first day of the first month following the month in which the amendment becomes effective. In no event shall the amendment have any retroactive effect.

**Table 3.5 – Pricing for Increases Monthly Committed Capacity/Flexible Consumption Period**

**STORAGE**

80%	0.0179	0.0173	0.0165	0.0161	0.0158
70%	0.0192	0.0185	0.0175	0.0170	0.0165
60%	0.0206	0.0199	0.0185	0.0180	0.0172
50%	0.0222	0.0214	0.0196	0.0191	0.0179
	36 months	42 months	48 months	54 months	60 months

**MEMORY**

80%	1.9883	1.9189	1.8258	1.7789	1.7383
70%	2.1268	2.0525	1.9529	1.9027	1.8593
60%	2.2859	2.2061	2.0990	2.0451	1.9984
50%	2.4708	2.3845	2.2688	2.2105	2.1600
	36 months	42 months	48 months	54 months	60 months

**3.6 Renewal and/or Month-to-Month Extension.** Prior to the expiration of the applicable Flexible Consumption Period, Customer shall notify Dell EMC that Customer no longer wishes to use the Products. Customer shall completely migrate its information and data off of the Products and establish a mutually convenient date, coinciding with the end of a Billing Period, when the Products will be returned to Dell EMC. However, until Customer notifies Dell EMC that Customer has removed its data and the Products have been returned, Customer shall continue to pay the then currently applicable Flexible Consumption Fee on a month-to-month basis. In order to implement a new agreement, Customer must issue a new purchase order that complies with the requirements of the new agreement. Customer agrees to pay all charges incurred on a month-to-month extension regardless of whether or not it has issued a purchase order to Dell EMC.

**4. DELIVERY, INSTALLATION AND IDENTIFICATION.**

**4.1 Delivery.** Dell EMC shall deliver all Products to the “Ship-To” address stated in Table 4.3 below. Where Software is provided in a form that is embedded on the Equipment, Dell EMC will enable any required license keys (meaning information needed to enable activation and use of the Software) by electronic means.

**4.2 Deployment Services.** Deployed Services, subject to this Schedule, are listed on the Attachment 1 hereto. Other services, may be made available under a separate contract signed by the parties.

**4.3. Shipment and Installation Site(s).**

**Table 4.3 – Shipment and Installation Site(s).**

<b>Licensed Software Ship-To Address (one address):</b>	<b>Installation Site(s), if any:</b>
2817 CANAL ST NEW ORLEANS, LA 70119-6301	2817 CANAL ST NEW ORLEANS, LA 70119-6301

**5. Miscellaneous.** Unless otherwise set forth above, the terms and conditions of the Governing Agreement shall apply to, and shall be considered incorporated into, this Schedule. Customer and Dell EMC agree that a signed Schedule may be amended by written notice from Dell EMC to Customer provided such notice is to correct the serial number or description of Products listed on Attachment 1.

The parties have caused their authorized representatives to sign and this Schedule becomes effective as of the Effective Date.

**EMC Corporation (“Dell EMC”)**

**REGIONAL TRANSIT AUTHORITY (“Customer”)**

By (Sign): \_\_\_\_\_

By (Sign): \_\_\_\_\_

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

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

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

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

**Attachment 1****QUOTE # 3000169443491**

<b>SKU Number</b>	<b>Description</b>	<b>Quantity</b>
210-ALTG	Dell EMC Switch S4128F-ON, 1U, 28 x 10GbE SFP+, 2 x QSFP28, PSU to IO, 2 PSU	2
470-ACMH	Dell Networking Cable, OM4 LC/LC Fiber Cable, (Optics required), 10 Meter	4
619-AMIZ	OS10 Enterprise S4128F-ON	2
450-AAFH	Power Cord, 125V, 15A, 10 Feet, NEMA 5-15/C13	2
450-AAFH	Power Cord, 125V, 15A, 10 Feet, NEMA 5-15/C13	2
407-BCZR	Dell Networking, Transceiver, SFP+, 10GbE, SR, 850nm Wavelength, 300m Reach	4
470-ABOU	Dell Networking Cable, 100GbE QSFP28 to QSFP28, Passive Copper Direct Attach Cable, 0.5 Meter	2
343-BBGC	Dell EMC Networking S4100-ON Americas User Guide	2
814-1417	Dell Hardware Limited Warranty 1 Year	2
814-1460	ProSupport Plus:Mission Critical 4-Hour 7x24 On-Site Service with Emergency Dispatch,1 Year	2
814-1466	ProSupport Plus Mission Critical:7x24 HW/SW Technical Support and Assistance, 3 Years	2
814-1467	ProSupport Plus:Mission Critical 4-Hour 7x24 On-Site Service with Emergency Dispatch, 2 Years Extended	2
951-2015	Thank you for choosing Dell ProSupport Plus. For tech support, visit //www.dell.com/contactdell	2
975-3461	Dell Limited Hardware Warranty Extended Year(s)	2
997-6306	Info 3rd Party Software Warranty provided by Vendor	2
804-2147	ProDeploy Plus Dell Networking S Series 4XXX Switch - Deployment	2
804-2148	ProDeploy Plus Dell Networking S Series 4XXX Switch - Deployment Verification	2
812-4037	ProDeploy Plus No Charge Training 500	2
848-8541	3 Years ProSupport Plus OS10 Enterprise Software Support-Maintenance	2
210-BCWT	VxRail S670	4
329-BDWH	PSNT Info	4
384-BDMH	VxRail P670F/N V670F S670 Firmware Lock	4
634-CGQC	VxRail Software 8.0.100 Factory Install	4
379-BDYQ	No Transformational License Agreement	4
321-BGLS	3.5" Chassis with up to 12 HDDs (SAS/SATA), 4x2.5" Rear HDDs (SAS/SATA) for 1CPU Configuration	4
325-BDYT	VxRail 2U Bezel V2	4
338-CBBU	Intel Xeon Gold 6346 3.1G, 16C/32T, 11.2GT/s, 36M Cache, Turbo, HT (205W) DDR4-3200	4
374-BBBX	No Additional Processor	4
370-AEVR	3200MT/s RDIMMs	4
370-BBQN	32GB RDIMM, 3200MT/s, Dual Rank 16Gb BASE x8 - HCl	64
400-ASIB	8TB 7.2K RPM SAS ISE 12Gbps 512e 3.5in Hard Drive	32
345-BEPH	1.6TB SSD SAS ISE, Mixed Use, up to 24Gbps 512e 2.5in Flex Bay, AG Drive	16
540-BCRX	Broadcom 57504 Quad Port 10/25GbE,SFP28, OCP NIC 3.0	4
461-AAIG	Trusted Platform Module 2.0 V3	4
770-BBBQ	ReadyRails Sliding Rails	4
770-BDRQ	Cable Management Arm, 2U	4
450-AJHG	Dual, Hot-Plug,Power Supply Redundant (1+1), 1400W, Mixed Mode	4

<b>Attachment 1 Continued</b>		
450-AALV	Power Cord - C13, 3M, 125V, 15A (North America, Guam, North Marianas, Philippines, Samoa, Vietnam)	8
492-BBDI	C13 to C14, PDU Style, 12 AMP, 6.5 Feet (2m) Power Cord, North America	8
750-ACOM	Fan Foam, HDD 2U	4
470-AAGP	Dell Networking, Cable, SFP+ to SFP+, 10GbE, Copper Twinax Direct Attach Cable, 3 Meter	16
149-BBTD	VxRail VMware, vSAN Standard, 3 Years	4
634-BYPC	VxRail HCI System Software, S	4
634-BVNJ	VxRail HCI System Software, Capacity Drive, 8TB	32
634-BYME	VxRail HCI System Software Memory, 32GB	64
151-BBXO	VxRail VMware vSphere Enterprise Plus for 1 processor, 3 Years	4
863-1704	3 Years ProSupport Plus Mission Critical vSphere Ent Plus for 1 Proc Sftwr Spt-Maint	4
863-1759	3 Years ProSupport Plus Mission Critical vSphere Ent Plus for 1 Proc Sftwr Spt-Contract	4
379-BDTB	4x2.5 Rear Storage	4
878-1781	Dell Hardware Limited Warranty	4
878-1938	Prosupport Plus Mission Critical 4-Hour 7x24 Onsite Service with Emergency Dispatch 3 Years	4
878-1939	Prosupport Plus Mission Critical 7x24 Technical Support and Assistance 3 Years	4
951-2015	Thank you for choosing Dell ProSupport Plus. For tech support, visit <a href="http://www.dell.com/contactdell">//www.dell.com/contactdell</a>	4
823-4103	ProSupport Plus Mission Critical, vSAN, Standard, 1 Processor, 3 Years	4
862-9099	Optimize for Infrastructure Monthly 3 Years	4
812-4011	ProDeploy Plus No Charge Training 200	4
819-2575	ProDeploy Plus Dell EMC VxRail Deployment	4
819-2576	ProDeploy Plus Dell EMC VxRail Deployment Verification	4
875-6011	Remote Consulting Residency For Multicloud, 5 Days For 1 Week	4
389-DYHE	PowerEdge R750 CE Marking, No CCC Marking	4
389-DYHG	Dell/EMC label (BIS) for 3.5" Chassis	4
379-BDSS	SAS/SATA Backplane	4
340-CWLS	P/V 670 Shipping, DAO	4
481-BBFG	PowerEdge R750 Shipping Material	4
379-BDSZ	3.5 Chassis	4
540-BDFC	VxRail S670, Riser Config 9, 2A, 1x16LP	4
329-BHKD	VxRail S670 Branding	4
329-BGKO	PowerEdge R750 Motherboard, Barlow Pass Enabled, with Broadcom 5720 Dual Port 1Gb On-Board LOM	4
412-AAWF	Heatsink for 1 CPU configuration (CPU greater than or equal to 165W)	4
370-AAIP	Performance Optimized	4
780-BCQR	C43, No RAID	4
405-AAZF	Dell HBA355i Adapter, Low Profile	4
403-BCMB	BOSS-S2 controller card + with 2 M.2 480GB (RAID 1)	4
470-AERS	BOSS Cables and Bracket for R750 (4x2.5" Rear)	4
385-BBQV	iDRAC9, Enterprise 15G	4
379-BCQY	iDRAC Group Manager, Disabled	4
379-BCSG	iDRAC, Legacy Password	4
379-BCRB	DHCP with Zero Touch Configuration	4
750-ADGL	High Performance Fan x6	4
350-BBYX	No Quick Sync	4
631-AACK	No Systems Documentation, No OpenManage DVD Kit	4
387-BBEY	No Energy Star	4
800-BBDM	UEFI BIOS Boot Mode with GPT Partition	4

	<b><u>Attachment 1 Continued</u></b>	
350-BCJF	VxRail S670 Luggage Tag	4
210-ARZC	Recover Point for Virtual Machine	4
865-3492	3 Years ProSupport Plus Mission Critical RecoverPoint for Virtual Machines Sftwr Spt-Contract	4
900-9997	On-Site Installation Declined	4
626-BBBG	Storage Software Info	4
142-BBNV	HCIA RecoverPoint for VMs for 1 node	4