



Service Description

Dell ProManage for M365 Management

Introduction

Dell Technologies Services is pleased to provide ProManage for Microsoft 365 Management (the “Service(s)”) in accordance with this Service Description (“Service Description”). Your quote, or other mutually-agreed upon form of invoice or order acknowledgment will include the name of the service(s) and available service options that you purchased. For additional assistance or to request a copy of your service contract(s), contact technical support or your sales representative.

The Summary of Service

Designed as a component of the ProManage for end users offer, ProManage for M365 Management provides comprehensive execution of the M365 portfolio of capabilities for the Microsoft 365 Business and E3 to E5 Enterprise tenant, and helps the Customer’s organization leverage the collaboration capabilities of the Microsoft 365 platform. The Service aids in Customer adoption of additional workloads (Exchange Online, SharePoint Online, Teams, OneDrive for Business, Skype Online, Identity Management, Office Pro Plus, and Yammer) as licensed.

Over the term of the service delivery period, Dell Technologies Services will provide management through remote access via digital communications applications. Services include common support, operations, administration and management tasks necessary:

- to ensure a stable and productive computing environment for the Customer
- to provide efficient process and procedures to respond to and resolve error conditions
- to fulfill requests for workload administration enabling managed change to email, messaging, and collaboration applications
- to help the organization adopt additional workloads in Office 365 to extend productivity capabilities of Customer teams
- to define, capture, and measure the change in how the organization works and becomes more productive

Working closely with Customer technical and business stakeholders, the Dell Technologies Services Microsoft 365 Managed Service augments Customer’s existing service and support organization and allows Customer’s staff to address more important projects and programs. Our team of Microsoft 365 technical services professionals will manage all aspects of Customer’s Microsoft 365 tenant providing proactive information on usage, new features, system errors and notifications, and work with Customer’s organization to leverage the Security features appropriate for the Customer’s business.

It is important to note that this management offer does not include licenses or procurement of licenses for Microsoft or other software, which are sold separately by Dell and other third parties.

Scope of Service:

ProManage for M365 Services consists of the following:

1. M365 Tenant Management

Dell will perform the following Tenant Management activities:

- Initiation and planning of the Microsoft 365 Managed Service. This includes meeting with key stakeholders to review the services, planning the delivery of services, and setting up processes and procedures to begin service delivery operations.
- Service Request Delivery. Service Requests are the key task control object of the engagement and allow the capture of details and information about a request for service. A Service Request can be a proactive request for assistance, administration, or research for a project or problem, or it can be a reactive request to help manage a problem and control an error situation.
- Problem Management and Error Control includes proactively monitoring and reviewing Microsoft 365 Health, Messages and Alerts in addition to our own information channels to ensure efficient performance of Customer's tenant and to mitigate any events that could impact Customer's services.
- The ProManage Client Service Engineer is the 2nd level escalation point for problem scenarios and error conditions and provides direct technical support by leveraging subject matter expertise.
- The Client Service Engineer provides a liaison into Microsoft Product Support for product related error conditions by leveraging the Dell Technologies Services partnership with Microsoft to facilitate error resolution.
- The ProManage Experience Manager coordinates and presents performance reports which are provided on a regular schedule.

2. M365 User Management

Azure Active Directory is the identity management source for Microsoft 365 user accounts and is managed in much the same way as Windows Server Active Directory, but is instead cloud-based.

Customer's implementation of Microsoft 365 may be configured to leverage both Azure Active Directory and Customer's existing Windows Server Active Directory using Azure Active Directory Connect and Active Directory Federation Services and will be established prior to Dell Technologies engaging to monitor it or add, delete, or change users. Microsoft 365 services in this Service Description includes the Azure Active Directory components only and is not inclusive of Windows Server Active Directory. This demarcation point requires collaboration with the Customer's IT team to ensure proper directory services for the organization.

3. M365 Application Workload Administration

Application Workload Administration manages user and application features of Microsoft 365 applications such as new user setup, changes and deletions, license management, group management, application configuration change management, and security and compliance rules and actions.

The Microsoft 365 workload administration for this scope of work is focused on the following two key areas:

- Microsoft 365 identity management and ensuring the cloud identities are properly created and managed.
- Exchange Online management of groups, contacts, shared mailboxes, distribution lists, rooms, resources, and other application configurations.

4. Service Interface Guide for ITSM Tools

A Client Service Engineer is available during standard business hours (Monday through Friday, 8 a.m. to 5 p.m. local time), excluding holidays. The Client Service Engineer may designate a backup point of contact as required for periods of planned time off.

Some of our service delivery tasks will require Global Administrator permissions to the production tenant in addition to leveraging a variety of tools and PowerShell scripts to automate tasks. Dell Technologies Services will coordinate and comply with secure methods and information security policies to ensure the highest integrity in the protection of information.

Dell Technologies Services will provide Level 2 support for system administrators and named stakeholders. Support is delivered via direct engagement with the Client Service Engineer.

Support for system problems and tenant errors is provided both in a response model and through proactive tasks and activities. The objective of problem and error management is avoidance through proactive monitoring, predictive anomaly and log analysis, and daily dashboard reviews. Common tasks include:

- Proactively monitor Microsoft 365 Tenant services and take necessary action to address events.
 - Active users and Groups Activity
 - Exchange Activity, App Usage and Mailbox Usage
- Proactive and predicative issue management
 - Identify potential operational risks and plan necessary action plans, tasks, and changes required to address issue
 - Manage Message Center queue and engage Customer point of contact Service Customer Manager, as appropriate
- Evaluate new Microsoft 365 features as they are released, and conduct an assessment in the context of the Customer's tenant, strategies, and objectives in order to determine an adoption plan.

The Client Service Engineer will leverage Customer's tenant administration tool through the Customer's Microsoft portal to manage Customer tenant, aggregate information, and take appropriate actions to manage new problems, known errors, or potential threats. The ProManage Experience Manager from Dell Technologies Services will establish and maintain a communication process with the Customer for information sharing, notifications, alerts, and requests for change. In a Microsoft 365 environment, the Client Service Engineer works with other stakeholders, including local teams that support on premise and other environments, Microsoft support and product engineering, who may create fixes to the products.

5. M365 Management Module Security Features

M365 Management of security features is designed to ensure appropriate configuration of the following software titles and to provide monitoring and performance reporting to ensure appropriate function.

- **Information Protection**
 - **Windows Information Protection & Azure Information Protection:** Dell Technologies Services will configure and manage the M365 cloud management portal, including the following tasks:
 - Working with the Customer to define data classifications and tags
 - Tracking and analyzing data signals in the portal
 - Developing a policy for sharing documents including printing, emailing, editing
- **Security Management**
 - **Microsoft Secure Score:** Microsoft secure score is a tool that will be used to manage the health of Customer's IT environment based on security factors collected from Microsoft Defender ATP. With this information Dell Technologies Services can:
 - Use the information to determine corrective steps to take in the Customer's IT environment
 - Confer with the Customer changes needed to improve their secure score
 - Help implement the recommended changes
 - **Microsoft Security and Compliance Center:** Dell Technologies Services will confer with the Customer regarding Customer's compliance requirements and configure the Customer's software accordingly. Dell Technologies Services will also do the following:
 - Review risk-based compliance score with Customer to determine remediations in the environment that can improve the score
 - Edit compliance areas as needed and tailor it to the Customer industry/environment
 - Run audits and assessments against various groups in the organization
 - **Azure AD Identity Protection:** Dell Technologies Services will configure the vulnerability detection and automated remediation policy with Customer, and will manage alerts and ongoing configuration changes through the Azure console or through Azure sentinel if applicable.
 - Review reports for risky users, sign-ins, and detections
 - **Azure Advanced Threat Protection:** Dell will manage the identity threats using Azure ATP which is a cloud-based solution that monitors for advanced threats, insider threats, and compromised users. Azure ATP allows Dell Technologies Services to:
 - Monitor for anomalous activity
 - Look for compromised credentials, lateral movements, domain dominance, and other suspicious behavior
 - Provide monitoring for identity management
 - Generate detailed reporting to Customer stakeholders on alerts
 - Access key alert reports on threats that need immediate remediation
 - **Office Advanced Threat Protection:** Dell Technologies Services will enforce policies based on Customer-configured threat protection policies for the technology and monitor the solution for threats. Threats will be reported to the Customer and recommended actions may be taken, or actions may be advised for the Customer to perform. Examples of items that may be included in reports include the following:
 - Recommendation to configure safe links and attachments
 - Security findings on threat protection status by file type
 - Results of real-time detections of security events
 - **Microsoft Cloud App Security:** Dell Technologies Services will configure management portal and configure policy for cloud app security, which will allow Dell Technologies Services to:
 - Monitor for threats and anomalies in the portal
 - Recommend actions to the Customer for improving security
 - Provide alerts regarding threats in the Customer's IT environment and remediate or advise Customer on remediation actions
 - Advise Customer when new cloud connections are made from end users

Deliverables

The following is a list of tangible material provided as part of the Service:

- Monthly performance reports described in this document
- Monthly invoice based on Microsoft licensed user count

Assumptions

Dell Technologies Services has made the following specific assumptions while specifying the Services detailed in this Service Description:

- Customer owns, or will procure upon contracting, the appropriate type and quantity of Microsoft licenses for their environment.
- Customer's end user devices are all running Windows 10 or newer Microsoft operating systems
- Customer has cloud-based identity provisioning
- Customer has Azure Active Directory (may include directory federation)
- Customer has enabled single-factor authentication and may have multi-factor authentication

Invoicing

Dell ProManage Service Desk is invoiced on a fixed-price, per-user basis. A Customer's monthly invoice may fluctuate as a Customer either adds or removes authorized users, but a Customer will always be invoiced at a minimum rate of 300 Seats. We will conduct a monthly audit, and will invoice the Customer monthly based on the quantity of Seats. The following invoicing terms also apply:

- Customer will receive a single invoice across all locations (within the same region)
- For onboarding invoicing:
 - Customer will be invoiced up front for onboarding services at no less than 300 Seats
 - At onboarding completion, Customer will be invoiced for any Seat variances
 - Onboarding fees are non-refundable
 - For ongoing invoicing, Customer to be invoiced in arrears, monthly, per Seat, for ongoing services
- Customer's original contract term will be for no less than a twelve (12) month period, and all contracts thereafter will auto-renew for consecutive 12 month periods.
- Customer's original contract may not be cancelled by the Customer within the first year of service
- Customer is required to provide Dell Technologies Services with written notice sixty (60) days in advance of the termination of the Customer's auto-renewed contract.
 - Customer will be charged an early termination fee on cancelled auto-renewed contracts, equivalent to the number of months of service remaining on a Customer's existing contract, an amount which is not to exceed the value of two (2) Customer monthly invoices.

Exclusions

For the avoidance of doubt, the following activities are not included in the scope of this Service Description:

- Any services, tasks or activities other than those specifically noted in this Service Description.
- The Service does not include the development of any intellectual property created solely and specifically for the Customer, as defined below.
- Support and management for any devices not specially registered and approved by Dell Technologies Services as part of the ProManage for end users offering.

- Multi-tenant based infrastructure that requires individual (multiple) bind accounts to access
- Triage and escalation of reported service requests relating to out-of-scope or unsupported technologies
- Threat monitoring, issue response, and security management not related to the M365 tenant
- Customer utilization of bidirectional connectivity to Customer network (VPN); Customer installation of Dell Managed appliances in Customer environment in support of the offer.
- Proactive and predictive alerts are included for Dell devices with Windows 10 operating systems. Proactive alerts only are included for non-Dell devices with Windows 10 operating systems.

Dell Technologies will also escalate all out of scope and unsupported technologies directly to the Customer's designated point of contact (POC) or a third-party. Escalation will include notification of the issue, steps taken to date, transfer of incident ownership, and contact information to provide updates.

This Service Description does not confer on Customer any warranties which are in addition to the warranties provided under the terms of your master services agreement or Agreement, as defined below, as applicable.

Offer-Specific Customer Responsibilities

Customer agrees to meet the following specific responsibilities and acknowledges that failure to meet these responsibilities may negatively affect Dell Technologies Services' ability to perform the Service:

- Knowledgeable Customer representative(s) must actively cooperate with Dell ProManage staff while onboarding the Customer. Required cooperation may include, but is not limited to, providing user identities
- Register Dell Technologies as the Customer Partner of Record with Microsoft
- Maintain an active Dell ProSupport entitlement on all Dell enrolled endpoint devices throughout the life of the ProManage for end user services engagement with Dell Technologies Services
- Provide Management access to the Customer's M365 tenant.
- Provide high-speed Internet connection to be used for remote access into the Customer's network, including access and administrative credentials (i.e., usernames and passwords) to Customer's devices.
- Agree to a single bill across all locations (within the same region)
- Customers with multiple domains (i.e. multiple forests or stand-alone domains), will require a single AD/bind account, that can query all domains enrolled for user authentication and verification.
- Customer is responsible to purchase required Microsoft licenses relevant to this Service which are sold separately by Dell and other third parties.

General Customer Responsibilities

Authority to Grant Access. Customer represents and warrants that it has obtained permission for both Customer and Dell Technologies Services to access and use, whether remotely or in-person, Customer-owned or licensed software, hardware, systems, the data located thereon and all hardware and software components included therein, for the purpose of providing these Services. If Customer does not already have that permission, it is Customer's responsibility to obtain it, at Customer's expense, before Customer asks Dell Technologies Services to perform these Services.

Non-solicitation. Where allowed by law, Customer will not, without Dell Technologies Services' prior written consent, for a period of two years from the date listed on your Order Form, directly or indirectly solicit for employment any Dell Technologies Services employee with whom you have come in contact in connection with Dell Technologies Services' performance of the Service; provided, however, that general advertisements and other similarly broad forms of solicitation will not constitute direct or indirect

solicitation hereunder and you are permitted to solicit for employment any employee that has been terminated or has resigned his or her employment with Dell Technologies Services prior to the commencement of employment discussions with you.

Customer Cooperation. Customer understands that without prompt and adequate cooperation, Dell Technologies Services will not be able to perform the Service or, if performed, the Service may be materially altered or delayed. Accordingly, Customer will promptly and reasonably provide Dell Technologies Services with all cooperation necessary for Dell Technologies Services to perform the Service. If Customer does not provide reasonably adequate cooperation in accordance with the foregoing, Dell Technologies Services will not be responsible for any failure to perform the Service and Customer will not be entitled to a refund.

On-site Obligations. Where Services require on-site performance, Customer will provide (at no cost to Dell Technologies Services) free, safe and sufficient access to Customer's facilities and environment, including ample working space, electricity, safety equipment (if applicable) and a local telephone line. A monitor or display, a mouse (or pointing device), and a keyboard must also be provided (at no cost to Dell Technologies Services), if the system does not already include these items.

Data Backup. Customer will complete a backup of all existing data, software and programs on all affected systems prior to and during the delivery of this Service. Customer should make regular backup copies of the data stored on all affected systems as a precaution against possible failures, alterations, or loss of data. Dell Technologies Services will not be responsible for the restoration or reinstallation of any programs or data.

Unless otherwise required by applicable local laws, DELL TECHNOLOGIES SERVICES WILL HAVE NO LIABILITY FOR:

- ANY OF YOUR CONFIDENTIAL, PROPRIETARY OR PERSONAL INFORMATION;
- LOST OR CORRUPTED DATA, PROGRAMS OR SOFTWARE;
- DAMAGED OR LOST REMOVABLE MEDIA;
- THE LOSS OF USE OF A SYSTEM OR NETWORK; AND/OR
- FOR ANY ACTS OR OMISSIONS, INCLUDING NEGLIGENCE, BY DELL TECHNOLOGIES SERVICES OR A THIRD-PARTY SERVICE PROVIDER.

Third Party Warranties. These Services may require Dell Technologies Services to access hardware or software that is not manufactured or sold by Dell Technologies Services. Some manufacturers' warranties may become void if Dell Technologies Services or anyone else other than the manufacturer works on the hardware or software. Customer will ensure that Dell Technologies Services' performance of Services will not affect such warranties or, if it does, that the effect will be acceptable to Customer. Dell Technologies Services does not take responsibility for third party warranties or for any effect that the Services may have on those warranties.

Service Hours. Subject to local law relating to weekly work hours, unless otherwise listed below, this Service will be performed Monday through Friday during normal Dell Technologies Services business hours, which is from 8:00 AM to 5:00 PM Customer local time:

No Service activities will take place outside normal business hours or during local holidays unless other arrangements have been made in advance in writing.

Services Terms & Conditions

This Service Description is entered between you, the Customer ("you" or "Customer"), and the legal entity identified on your Order Form for the purchase of this Service (the "Dell Legal Entity"). This Service is provided subject to and governed by Customer's separate signed master services agreement with the Dell Legal Entity that explicitly authorizes the sale of this Service. In the absence of such agreement, depending

on Customer's location, this Service is provided subject to and governed by either Dell's Commercial Terms of Sale or the agreement referenced in the table below (as applicable, the "Agreement"). Please see the table below which lists the URL applicable to your Customer location where your Agreement can be located. The parties acknowledge having read and agree to be bound by such online terms.

Customer Location	Terms & Conditions Applicable to Your Purchase of the Services	
	Customers Purchasing Services Directly	Customers Purchasing Services Through an Authorized Reseller
United States	Dell.com/CTS	Dell.com/CTS
Canada	Dell.ca/terms (English) Dell.ca/conditions (French-Canadian)	Dell.ca/terms (English) Dell.ca/conditions (French-Canadian)

* Customers may access their local Dell.com website by simply accessing Dell.com from a computer connected to the Internet within their locality or by choosing among the options at Dell's "Choose a Region/Country" website available at Dell.com/content/public/choosecountry.aspx?c=us&l=en&s=gen.

Customer further agrees that by renewing, modifying, extending or continuing to utilize the Service beyond the initial term, the Service will be subject to the then-current Service Description available for review at Dell.com/serviceDescriptions.

If there is a conflict between the terms of any of the documents that comprise this Agreement, the documents will prevail in the following order: (i) this Service Description; (ii) the Agreement; (iii) the Order Form. Prevailing terms will be construed as narrowly as possible to resolve the conflict while preserving as much of the non-conflicting terms as possible, including preserving non-conflicting provisions within the same paragraph, section or sub-section.

By placing your order for the Services, receiving delivery of the Services, utilizing the Services or associated software or by clicking/checking the "I Agree" button or box or similar on the Dell.com or DellEMC.com website in connection with your purchase or within a Dell EMC software or Internet interface, you agree to be bound by this Service Description and the agreements incorporated by reference herein. If you are entering this Service Description on behalf of a company or other legal entity, you represent that you have authority to bind such entity to this Service Description, in which case "you" or "Customer" shall refer to such entity. In addition to receiving this Service Description, Customers in certain countries may also be required to execute a signed Order Form.

Supplemental Terms & Conditions

1. Term of Service. This Service Description commences on the date listed on your Order Form and continues through the term ("**Term**") indicated on the Order Form. As applicable, the number of systems, licenses, installations, deployments, managed end points or end-users for which Customer has purchased any one or more Services, the rate or price, and the applicable Term for each Service is indicated on Customer's Order Form. Unless otherwise agreed in writing between Dell Technologies Services and Customer, purchases of Services under this Service Description must be solely for Customer's own internal use and not for resale or service bureau purposes.

2. Important Additional Information

- A. **Rescheduling.** Once this Service has been scheduled, any changes to the schedule must occur at least 8 calendar days prior to the scheduled date. If Customer reschedules this service within 7 days or less prior to the scheduled date, there will be a rescheduling fee not to exceed 25% of the price for the Services. Any rescheduling of the Service will be confirmed by Customer at least 8 days prior to commencement of the Service.
- B. **Payment for Hardware Purchased With Services.** Unless otherwise agreed to in writing, payment for hardware shall in no case be contingent upon performance or delivery of services purchased with such hardware.
- C. **Commercially Reasonable Limits to Scope of Service.** Dell Technologies Services may refuse to provide Service if, in its commercially reasonable opinion, providing the Service creates an unreasonable risk to Dell Technologies Services or Dell Technologies Services' Service providers or if any requested service is beyond the scope of Service. Dell Technologies Services is not liable for any failure or delay in performance due to any cause beyond its control, including Customer's failure to comply with its obligations under this Service Description.
- D. **Optional Services.** Optional services (including point-of-need support, installation, consulting, managed, professional, support or training services) may be available for purchase from Dell Technologies Services and will vary by Customer location. Optional services may require a separate agreement with Dell Technologies Services. In the absence of such agreement, optional services are provided pursuant to this Service Description.
- E. **Assignment and Subcontracting.** Dell Technologies Services may subcontract this Service and/or assign this Service Description to qualified third party service providers who will perform the Service on Dell Technologies Services' behalf.
- F. **Cancellation.** Dell Technologies Services may cancel this Service at any time during the Term for any of the following reasons:
- Customer fails to pay the total price for this Service in accordance with the invoice terms;
 - Customer is abusive, threatening, or refuses to cooperate with the assisting analyst or on-site technician; or
 - Customer fails to abide by all of the terms and conditions set forth in this Service Description.

If Dell Technologies Services cancels this Service, Dell Technologies Services will send Customer written notice of cancellation at the address indicated on Customer's invoice. The notice will include the reason for cancellation and the effective date of cancellation, which will be not less than ten (10) days from the date Dell Technologies Services sends notice of cancellation to Customer, unless local law requires other cancellation provisions that may not be varied by agreement. If Dell Technologies Services cancels this Service pursuant to this paragraph, Customer shall not be entitled to any refund of fees paid or due to Dell Technologies Services.

- G. **Geographic Limitations and Relocation.** This Service is not available at all locations. Service options, including service levels, technical support hours, and on-site response times will vary by geography and certain options may not be available for purchase in Customer's location, so please contact your sales representative for these details.

© 2020 Dell Inc. All rights reserved. Trademarks and trade names may be used in this document to refer to either the entities claiming the marks and names or their products. A printed hardcopy of Dell's terms and conditions of sale is also available upon request.