Dell Service Description

Azure Planning & Integration Services: Development & Testing Environment Proof of Concept

Introduction

Dell is pleased to provide Azure Planning & Integration Services: Development & Testing Environment Proof of Concept (the "Service(s)") in accordance with this Service Description ("Service Description"). Your quote, order form or other mutually-agreed upon form of invoice or order acknowledgment (as applicable, the "Order Form") 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 Dell Technical Support or your sales representative.

The Scope of This Service

Introduction

The Service provides the Customer a functioning Microsoft Azure hybrid cloud environment suitable for demonstrating the development and testing (Dev/Test) environment use case for non-production virtual workloads in a limited scale. Dell will perform the necessary setup and configuration to integrate the Customer’s on-premise systems and infrastructure with the Microsoft Azure cloud. Dell will work with the Customer in an interactive manner to demonstrate the Dev/Test environment use case tasks and conduct knowledge transfer on the delivered platform.

Detailed Description

The Service will be 5 business days long and will comprise of the following activities depending on the option chosen by the Customer during the Azure Planning & Integration Services: Discovery & Analysis (i.e. Basic Dev/Test Environment or Azure Networking for Dev/Test Environment):

Option 1: Basic Dev/Test Environment

Remote - Pre-Engagement Conference Call

- Pre-assessment call/discussion to introduce key participants
- Identify key stakeholders (project sponsor, IT design and operation, server, network, storage, backup, and application owners)
- Confirm with the Customer on the specific Basic Azure Dev/Test environment Proof of Concept (PoC) use case to be demonstrated that was agreed upon during the Azure Planning & Integration Services: Discovery & Analysis engagement
- Review current environment and on-site logistics, and discuss objectives and preparation
• Confirm that the required Microsoft Azure subscriptions, features, and services have been provisioned by Customer

Onsite - Azure Dev/Test PoC
• Conduct whiteboard session to provide overview of the hybrid cloud solution for the PoC
  o Integration of on-premises environment with Azure
  o Azure virtual network features and scenarios
• Review requirements for PoC
  o Azure subscription and features enabled
  o Certificate(s) required
  o Virtual machine images and supported operating systems
  o Virtual network IP configuration
  o Virtual Private Network (VPN) or Remote Desktop Protocol (RDP) access to Dev/Test environment
  o Proper rights and access to the systems
  o Proper Domain Name Service (DNS) resolution and configuration in the Azure Cloud
• Set up and configure the PoC environment
  o Access to Microsoft Azure.
  o Creation and configuration of up to two virtual networks and up to two dynamic routing gateways in Azure.
  o Creation and configuration of root and client certificate(s) to authenticate VPN clients by using the Certificate Creation Tool (makecert.exe).
  o Upload up to four VM images to Azure (Fixed Size Virtual Hard Disk format only and no more than 40GB each).
  o Creation and configuration up to ten virtual machines in Azure (Windows only)
    ▪ Up to four for the use case demonstration
    ▪ Up to six to demonstrate Azure features and capabilities
  o Upload up to two ISO images to Azure
  o Creation and configuration of endpoint ports for remote access and load balancing in Azure.
  o Configuration and testing of a point-to-site VPN connection between an on-premise virtual machine (up to one) to another virtual machine in Azure.
  o Update of As-Built Document for use case.
• Deploy and demonstrate up to one suitable customer Dev/Test use case that was agreed upon during the Azure Planning & Integration Services: Discovery & Analysis.
  o The selected use case must:
- Have been previously virtualized in Hyper-V, as the virtual machine base images will need to be imported into the Azure cloud service catalog
- Run an operating system supported in the Azure cloud
- Comprise of up to four virtual machines
- Comprise of up to two Azure virtual networks
- Comprise of up to two ISO images to upload to Azure

- During the engagement, Customer will have the opportunity to gain knowledge about and use the capabilities of an Azure cloud solution, through a demonstration of:
  - Provisioning virtual machines in Azure using Azure portal and powershell
  - Connecting from on-premise virtual machine (up to one) to the Dev/Test environment in Azure via point-to-site VPN connection
  - Accessing Dev/Test virtual machines in Azure via RDP from on-premise virtual machine
  - Accessing Dev/Test virtual machines in Azure via Azure web portal from on-premise virtual machine
  - Uploading required non-production virtual images or ISO's into the Azure cloud to support Customer’s use case
  - If time permits, removal of up to two ISO images and up to four virtual machines that were part of the use case
  - If required by Customer, terminate the point-to-site VPN connection

- Facilitate next steps discussion
  - Discuss additional Azure features and services
  - Discuss additional use case opportunities and product maturity
  - Deliver Executive Summary and As-Built Document for the use case

Option 2: Azure Networking for Dev/Test Environment

Remote - Pre-Engagement Conference Call

- Pre-assessment call/discussion to introduce key participants
- Identify key stakeholders (project sponsor, IT design and operation, server, network, storage, backup, and application owners)
- Confirm with the Customer that the Azure Networking for Dev/Test environment use case PoC will be demonstrated in this engagement
- Review current environment and on-site logistics, and discuss objectives and preparation
- Confirm that the required Microsoft Azure subscriptions, features and services have been provisioned by Customer.

Onsite - Azure Dev/Test PoC
• Conduct whiteboard session to provide overview of the hybrid cloud solution for the PoC
  o Integration of on-premises environment with Azure
  o Azure virtual network features and scenarios
• Review requirements for PoC
  o Azure subscription and features enabled
  o Certificate(s) required
  o Virtual machine images and supported operating systems
  o Virtual network IP configuration
  o VPN or RDP access to Dev/Test environment
  o Proper rights and access to the systems
  o Proper Domain Name Service (DNS) resolution and configuration in the Azure Cloud
• Set up and configure the PoC environment
  o Access to Microsoft Azure.
  o Creation and configuration of up to two virtual networks and up to two dynamic routing gateways in Azure.
  o Creation and configuration of root and client certificate(s) to authenticate VPN clients by using the Certificate Creation Tool (makecert.exe).
  o Creation and configuration of up to ten virtual machines in Azure (Windows only).
  o Creation and configuration of endpoint ports for remote access and load balancing in Azure.
  o Upload up to four VM images to Azure (Fixed Size VHD format only and no more than 40GB each).
  o Upload up to two ISO images to Azure
  o Update of As-Built Document for use case.
• Deploy and demonstrate up to eight (8) of the following specific scenarios around Azure networking capabilities for a Dev/Test environment use case as time permits during the engagement:
  o Two Dev/Test VMs will be completely isolated in the same virtual IP space so they can only communicate to each other, with no access to the public internet but still be accessible in Azure via Azure web portal from on-premise virtual machine.
  o Two Dev/Test VMs will be completely isolated from two other Test/Dev VMs that have duplicate IP configurations (e.g. fenced).
  o Two Dev/Test VMs will be in different virtual private IP spaces and still be able to communicate externally to one another.
  o One user will connect through a jump box server in the Azure Cloud, which has one external IP and one internal virtual IP that has access to two VMs that don’t have an external IP and will copy a file into those VMs.
o One Dev/Test VM will connect from on-premises to one Dev/Test VM in Azure via point-to-site VPN Connection.

o One Dev/Test VM will be accessed in Azure via RDP from on-premise virtual machine.

o Two Dev/Test VMs will be load balanced (e.g. load balanced via the virtual networking provided by the Azure Cloud)

o Other basic functionality will be demonstrated such as:
  ▪ Reviewing what networking changes will be required on the Hyper-V Hosts to support extending to the Cloud (if applicable)
  ▪ Importing VM Image to the Cloud
  ▪ Deploying an Azure VM from Catalog
  ▪ Creating an Azure Virtual Network
  ▪ Assigning External Networks and Internal Virtual Networks to a deployed virtual machine
  ▪ Attaching Virtual Disks to an Azure VM

• Facilitate next steps discussion
  o Discuss additional Azure features and services
  o Discuss additional use case opportunities and product maturity
  o Deliver Executive Summary and As-Built Document for the use case

As used in this Service, “Knowledge Transfer”, “Demonstrations” and “Documentation”, and all references thereto, and the pricing quoted herein specifically exclude any Dell Training and Certification Services. Knowledge Transfer outlines only an informal transfer of basic knowledge of the Dell services from the on-site Dell engineer to Customer’s local contact or IT representative. Dell Training and Certification Services offerings are available by Customer subject to a separate price quote.

Assumptions

1) All hardware and targeted guest OS versions are found on the Microsoft Azure support matrix.

2) Internet access is available for all VMs or systems that will be part of PoC.

3) It is Customer’s responsibility to obtain and pay for all tools and licensing costs from Microsoft Azure.

4) This engagement will only use self-signed certificates for simplicity.

5) Customer understands that for this engagement, they will be using a point-to-site VPN connection versus a site-to-site VPN connection,
   a. Point-to-site VPN connection is a secure connection between your on-premise computer and your Azure virtual network without acquiring and configuring a VPN device.
   b. Site-to-site VPN connection does not require you to establish a separate connection for each client computer on your local network to access resources in the virtual network.
You must have an externally facing IPv4 IP address and a VPN device or RRAS? to configure a site-to-site VPN connection.

6) The services performed does NOT include highly available infrastructure services (i.e. VMM, Inventory Services, Single Sign-On, SQL, AD, DNS, DHCP, Syslog Server, NTP servers, etc.)

7) Dell can provide an extension of implementation services at a standard hourly fee via a separate SOW, as necessary

Additional assumptions for **Option 2: Azure Networking for Dev/Test Environment**

1) The Customer understands that Dell will only provide common networking use cases with non-production workloads to demonstrate the Azure Cloud networking capability.

**Deliverables**

The following is a list of tangible material provided as part of the Service performed by Dell for Customer under this Service Description.

If for any reason the Customer information cannot be completely gathered within the term of this Service Description, then the findings and recommendation set forth in the Executive Summary & As-Built Documentation will be prepared using the Customer information that is available. Customer information collected shall be deemed Confidential Information as defined in the Agreement.

<table>
<thead>
<tr>
<th>Documents</th>
<th>Description</th>
</tr>
</thead>
<tbody>
<tr>
<td>Executive Summary &amp; As-Built</td>
<td>• Details the configuration of the deployed Proof of Concept based on the use case</td>
</tr>
<tr>
<td>Documentation</td>
<td></td>
</tr>
<tr>
<td>Executive Debrief Presentation</td>
<td>• Executive Summary outlining the configuration of the Proof of Concept deployed, additional use case opportunities, and next steps</td>
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</table>

**Service SKUs**

<table>
<thead>
<tr>
<th>SKU</th>
<th>Description</th>
</tr>
</thead>
<tbody>
<tr>
<td>705-12949</td>
<td>ICS, Azure Planning &amp; Integration Services, Development &amp; Testing Environment Proof of Concept Implementation</td>
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</tbody>
</table>

**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.
- Integration with 3rd party products which would require an extensive development skillset.
- Performance tuning.
- Troubleshooting or fixing any existing problems.
- Network troubleshooting or tools-based remediation. The existing networking infrastructure and its supporting services (such as DNS and WINS) are assumed to be in good working condition for the duration of the delivery of the Services.
- Application profiling, this includes identification of applications compatible with virtualization / cloud and analysis of server/application interdependencies.
- Backup solutions detailed assessment and design.
- Disaster recovery detailed assessment and design.
- Cloud design (outside the realm of Microsoft Azure).
- Any special security clearances, safety training or clothing are out of scope for the Services.
- Any security and/or special certifications (ATC, ATO, CON, DIACAP) around the tools used in the assessment.
- Installation or upgrades of any equipment.
- Troubleshooting the environment for data collection or configuration issues.
- Detailed evaluation of Customer's IT operations and organization.
- Physical to Virtual ("P2V") migrations.
- Virtual to Virtual ("V2V") migrations.
- Service to perform data migration must be purchased separately.
- Integrate with other Microsoft Azure and System Center products or features.
- Installation and actual testing of application(s) on-premise or in Azure cloud.
- Any conversions of virtual disks to Fixed Size VHD format.
- Creation or configuration of VHD or ISO images.

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 applicable.

**Offer-Specific Customer Responsibilities**

Customer agrees generally to cooperate with Dell in its delivery of the Services. Customer agrees to the following responsibilities:

1) During the term of this Service, Customer is responsible for promptly notifying Dell in writing of a) any changes Customer makes to its information technology environment that may impact Dell’s delivery of the Services; and b) if Customer becomes aware that any of the Assumptions set forth herein are incorrect.

2) Prior to the start of this Service, Customer will indicate to Dell in writing a person to be the single point of contact, according to project plan, to ensure that all tasks can be completed within the specified time period. All Services communications will be addressed to such point of contact (the "Customer Contact"). Failure to do so might result in an increase in project hours and/or length in schedule.

3) Customer will provide technical points of contact, who have a working knowledge of the enterprise components to be considered during the Services ("Technical Contacts"). Dell may request that meetings be scheduled with Technical Contacts.

4) The Customer Contact will have the authority to act for Customer in all aspects of the Service including bringing issues to the attention of the appropriate persons within Customer’s organization and resolving conflicting requirements.

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5) The Customer Contact will ensure that any communication between Customer and Dell, including any scope-related questions or requests, are made through the appropriate Dell project manager.

6) The Customer Contact will provide timely access to technical and business points of contact and required data/information for matters related to the scope of Service.

7) The Customer Contact will ensure attendance by key Customer contacts at Customer meetings and deliverable presentations.

8) The Customer Contact will obtain and provide project requirements, information, data, decisions and approvals within one working day of the request, unless both parties agree to a different response time.

9) Customer may be responsible for developing or providing documentation, materials and assistance to Dell and agrees to do so in a timely manner. Dell shall not be responsible for any delays in completing its assigned tasks to the extent that they result from Customer’s failure to provide such timely documentation, materials and assistance.

10) The Customer agrees to provide Microsoft Azure Subscription access and have correct features/services already enabled.

11) The Customer Contact will review and fulfill the proper infrastructure requirements prior to beginning this Service. This includes requirements for, but not limited to, proxy devices, firewalls, filters, accelerators, security appliances and similar systems.

12) The Customer will be responsible for scripts used in any proof of concept that are specific to a Customer use case environment.

13) The Customer Contact will review and fulfill the proper infrastructure requirements prior to beginning this Service. This includes requirements for, but not limited to, proxy devices, firewalls, filters, accelerators, security appliances and similar systems.

14) The Customer will be responsible for scripts used in any proof of concept that are specific to a Customer use case environment.

15) The Customer will be responsible for providing required virtual machine images and templates for guest operating system deployments to be utilized in the proof of concept.

16) The Customer will configure the proper ports to be open in the on-premise firewall for RDP and/or VPN connection to the Azure environment.

17) The Customer will provide the proper access to on-premise virtual machines or physical systems needed for the proof of concept (PoC).

General Customer Responsibilities

Authority to Grant Access. Customer represents and warrants that it has obtained permission for both Customer and Dell 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 to perform these Services.

Non-solicitation. Customer will not, without Dell’s prior written consent, for a period of one year from the date listed on your Order Form, directly or indirectly solicit for employment any Dell employee with whom you have come in contact in connection with Dell’s 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 prior to the commencement of employment discussions with you.

Customer Cooperation. Customer understands that without prompt and adequate cooperation, Dell 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 with all cooperation necessary for Dell to perform the Service. If Customer does not provide reasonably adequate cooperation in accordance with the foregoing, Dell 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) 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), if the system does not already include these items.

**Data Backup.** It is the Customer’s responsibility to 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 WILL NOT BE RESPONSIBLE FOR LOSS OF, DAMAGE TO, OR RECOVERY OF DATA, PROGRAMS, SOFTWARE, REMOVABLE MEDIA OR LOSS OF USE OF SYSTEM(S) OR NETWORK.

Dell will not be responsible for the restoration or reinstallation of any programs or data.

**Third Party Warranties.** These Services may require Dell to access hardware or software that is not manufactured by Dell. Some manufacturers’ warranties may become void if Dell or anyone else other than the manufacturer works on the hardware or software. Customer will ensure that Dell’s performance of Services will not affect such warranties or, if it does, that the effect will be acceptable to Customer. Dell 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, this Service will be performed Monday through Friday during normal Dell business hours, which unless otherwise listed below is from 8:00 AM to 5:00 PM Customer local time and will include travel time to and from the customer location:

<table>
<thead>
<tr>
<th>Country</th>
<th>Normal Dell Business Hours</th>
</tr>
</thead>
<tbody>
<tr>
<td>St. Kitts, St. Lucia, St. Vincent, Trinidad, Virgin Islands, Rest of English speaking Caribbean</td>
<td>7:00 AM to 4:00 PM</td>
</tr>
<tr>
<td>Barbados, Bahamas, Belize, Costa Rica, El Salvador, Grand Cayman, Guatemala, Honduras, Jamaica, Panama, Puerto Rico, Rep. Dominicana, Suriname, Turks and Caicos</td>
<td>8:00 AM to 5:00 PM</td>
</tr>
<tr>
<td>Australia, Bermuda, China, Haiti, Hong Kong, Japan, Korea, Malaysia, Netherland Antilles, New Zealand, Singapore, Taiwan, Thailand</td>
<td>9:00 AM to 5:00 PM</td>
</tr>
<tr>
<td>Argentina, India, Paraguay, Uruguay</td>
<td>9:00 AM to 6:00 PM</td>
</tr>
<tr>
<td>Bolivia, Chile</td>
<td>9:00 AM to 7:00 PM</td>
</tr>
</tbody>
</table>

No Service activities will take place during local holidays unless other arrangements have been made in advance in writing.
Dell Services Terms & Conditions

This Service Description is entered between you, the customer ("you" or "Customer"), and the Dell entity identified on your invoice for the purchase of this Service. This Service is provided subject to and governed by Customer's separate signed master services agreement with Dell 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 Dell’s standard Customer Master Services Agreement (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.

<table>
<thead>
<tr>
<th>Customer Location</th>
<th>Terms &amp; Conditions Applicable to Your Purchase of Dell Services</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>Customers Purchasing Dell Services Directly From Dell</td>
</tr>
<tr>
<td>United States</td>
<td><a href="http://www.dell.com/CTS">www.dell.com/CTS</a></td>
</tr>
</tbody>
</table>
| Canada                           | [www.dell.ca/terms](http://www.dell.ca/terms) (English)  
[www.dell.ca/conditions](http://www.dell.ca/conditions) (French-Canadian)                                                                 | [www.dell.ca/terms](http://www.dell.ca/terms) (English)  
[www.dell.ca/conditions](http://www.dell.ca/conditions) (French-Canadian)                                                                 |
| Latin America & Caribbean Countries | Service Descriptions and other Dell service documents which you may receive from your seller shall not constitute an agreement between you and Dell but shall serve only to describe the content of Service you are purchasing from your seller, your obligations as a recipient of the Service and the boundaries and limitations of such Service. As a consequence hereof any reference to “Customer” in this Service Description and in any other Dell service document shall in this context be understood as a reference to you whereas any reference to Dell shall only be understood as a reference to Dell as a service provider providing the Service on behalf of your seller. You will not have a direct contractual relationship with Dell with regards to the Service described herein. For the avoidance of doubt any payment terms or other contractual terms which are by their nature solely relevant between a buyer and a seller directly shall not be applicable to you and will be as agreed between you and your seller. |
| Asia-Pacific - Japan             | Service Descriptions and other Dell service documents which you may receive from your seller shall not constitute an agreement between you and Dell but shall serve only to describe the content of Service you are purchasing from your seller, your obligations as a recipient of the Service and the boundaries and limitations of such Service. As a consequence hereof any reference to “Customer” in this Service Description and in any other Dell service document shall in this context be understood as a reference to you whereas any reference to Dell shall only be understood as a reference to Dell as a service provider providing the Service on behalf of your seller. You will not have a direct contractual relationship with Dell with regards to the Service described herein. For the avoidance of doubt any payment terms or other contractual terms which are by their nature solely relevant between a buyer and a seller directly shall not be applicable to you and will be as agreed between you and your seller. |
| Europe, Middle East, & Africa    | Service Descriptions and other Dell service documents which you may receive from your seller shall not constitute an agreement between you and Dell but shall serve only to describe the content of Service you are purchasing from your seller, your obligations as a recipient of the Service and the boundaries and limitations of such Service. As a consequence hereof any reference to “Customer” in this Service Description and in any other Dell service document shall in this context be understood as a reference to you whereas any reference to Dell shall only be understood as a reference to Dell as a service provider providing the Service on behalf of your seller. You will not have a direct contractual relationship with Dell with regards to the Service described herein. For the avoidance of doubt any payment terms or other contractual terms which are by their nature solely relevant between a buyer and a seller directly shall not be applicable to you and will be as agreed between you and your seller. |
|                                  | In addition, customers located in France, Germany and the UK can select the applicable URL below:  
France: [www.dell.fr/ConditionsGeneralesdeVente](http://www.dell.fr/ConditionsGeneralesdeVente)  
Germany: [www.dell.de/Geschaeftsbedingungen](http://www.dell.de/Geschaeftsbedingungen)  
UK: [www.dell.co.uk/terms](http://www.dell.co.uk/terms)                                                                 |
* Customers may access their local www.dell.com website by simply accessing www.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 http://www.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 www.dell.com/servicedescriptions/global.

To the extent that any terms of this Service Description conflict with any terms of the Agreement, the terms of this Service Description will prevail, but only to the extent of the specific conflict, and will not be read or deemed to replace any other terms in the Agreement which are not specifically contradicted by this Service Description.

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 website in connection with your purchase or within a Dell 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 Applicable to Consulting & Managed Services

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 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 consulting or managed services purchased with such hardware.

C. Commercially Reasonable Limits to Scope of Service. Dell may refuse to provide Service if, in its opinion, providing the Service creates an unreasonable risk to Dell or Dell’s service providers or if any requested service is beyond the scope of Service. Dell 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.

A. Optional Services. Optional services (including point of need support, installation, consulting, managed, professional, support or training services) may be available for purchase from Dell and will vary by Customer location. Optional services may require a separate agreement with Dell. In the absence of such agreement, optional services are provided pursuant to this Service Description.

B. Assignment. Dell may assign this Service and/or Service Description to qualified third party service providers.

C. Cancellation. Dell 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 cancels this Service, Dell 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 sends notice of cancellation to Customer, unless local law requires other cancellation provisions that may not be varied by agreement. If Dell cancels this Service pursuant to this paragraph, Customer shall not be entitled to any refund of fees paid or due to Dell.
D. 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.

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