Dell Service Description

Azure Planning & Integration Services: Discovery & Analysis

Introduction

Dell is pleased to provide the customer (“Customer” or “you”) with Azure Planning & Integration Services: Discovery & Analysis (the “Service(s)” in accordance with this Service Description (“Service Description”) and Dell quote. Your Dell quote, order form or other mutually-agreed upon form of invoice or order acknowledgment/confirmation (as applicable, the “Order Form”) will include the name of the Service(s) and available service options that you have 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

This Service provides the Customer with an opportunity to validate whether or not the Microsoft Azure hybrid cloud solution will meet the Customer’s business needs, and helps the Customer plan the next steps for moving to a hybrid cloud model.

Dell will conduct a brief infrastructure analysis, facilitate whiteboard discussions on the as-is state vs the proposed to-be state, and explore the applicable Microsoft Azure use cases that can meet Customer’s business needs.

Detailed Description

The Service will be one (1) week long and will include the following features:

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, disaster recovery, and application owners)
• Review current environment and on-site logistics, and discuss objectives and preparation.

Onsite - Collaborative Discovery and Analysis Session

• Interview and meetings with stakeholders and IT teams to gather information and strategic goals
• Review requirements and objectives based on strategic plans
• Whiteboard and define Azure hybrid cloud platform technical requirements
  ○ Virtualization architecture (Hyper-v)
  ○ System center integration points (VMM, DPM, OM, Powershell)
Compute architecture (servers, storage, network)
- Tenant access entitlements
- Approvgroups/policy
- Self service catalog
- Provisioning
- Lifecycle management and reclamation
- Infrastructure capacity allocation management
- Security and compliance

- In-depth analysis of Customer’s business needs, technical requirements and data collected
- Review findings with stakeholders and IT teams
- Determine Azure use case(s) that can address Customer’s business needs
- Discuss available Proof of Concept (PoC) options (including standard PoC offerings – Backup & Recovery, Dev/Test Environment, Disaster Recovery, Extending Resources to the Cloud), requirements and next steps
- Generate Dell analysis and recommendations report, which includes high level executive summary
- Present findings and deliver Dell analysis and recommendations report

Assumptions
1) All hardware and targeted guest OS versions are found on the Microsoft Azure support matrix.
2) Only the use cases that are supported by Microsoft Azure will be discussed.
3) Customer information being complete, accurate, up to date and provided promptly.

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 findings report will be prepared using the Customer information then available. Customer information collected shall be deemed Confidential Information as defined in the Agreement or other agreed terms signed by both parties.

<table>
<thead>
<tr>
<th>Documents</th>
<th>Description</th>
</tr>
</thead>
<tbody>
<tr>
<td>Analysis &amp; Recommendations Report</td>
<td>• Report that identifies the findings from the data gathering, Customer interviews, and data analysis phases of the Service; analysis and recommendations will include key recommendations, roadmap and pre-requisites for follow-on</td>
</tr>
</tbody>
</table>
Executive Debrief Presentation

- Executive summary outlining the findings and recommendations set forth in the analysis and recommendations.

Service SKUs

<table>
<thead>
<tr>
<th>SKU</th>
<th>Description</th>
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</thead>
<tbody>
<tr>
<td>705-12960</td>
<td>ICS, Azure Planning &amp; Integration Services, Discovery &amp; Analysis</td>
</tr>
</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 third 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 considered “healthy” 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.

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.

Service Specific Customer Responsibilities

Customer agrees 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 and will be charged to the Customer at the current local time and materials rate.

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.

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 (1) 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.

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 three (3) months 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.** 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 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 OR A THIRD-PARTY
  SERVICE PROVIDER.

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 Customer
location:

<table>
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<tr>
<th>Country</th>
<th>Normal Dell Business Hours</th>
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<tr>
<td>United Kingdom</td>
<td>8:30 AM to 5:00 PM</td>
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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 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 Dell’s Commercial Terms of Sale (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>
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<tbody>
<tr>
<td></td>
<td>Customers Purchasing Dell Services Directly From Dell</td>
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<tr>
<td>Europe, Middle East, &amp;</td>
<td>Dell Services Through an Authorized Dell Reseller</td>
</tr>
<tr>
<td>Africa</td>
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<tr>
<td>Local <a href="http://www.dell.com">www.dell.com</a></td>
<td>Service Descriptions and other Dell service documents which</td>
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<tr>
<td>country-specific website</td>
<td>you may receive from your seller shall not constitute an</td>
</tr>
<tr>
<td><a href="http://www.dell.com/servicescriptions/global">www.dell.com/servicescriptions/global</a> *</td>
<td>agreement between you and Dell but shall serve only to</td>
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<td>In addition, customers</td>
<td>describe the content of Service you are purchasing from your</td>
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<td>located in France,</td>
<td>seller, your obligations as a recipient of the Service and</td>
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<td>Germany and the UK</td>
<td>the boundaries and limitations of such Service. As a</td>
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<td>this context be understood as a reference to you whereas any</td>
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<td>reference to Dell shall only be understood as a reference to</td>
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<td>Dell as a service provider providing the Service on behalf of</td>
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<td>your seller. You will not have a direct contractual</td>
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<td>relationship with Dell with regards to the Service</td>
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<td>described herein. For the avoidance of doubt any payment</td>
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<td>terms or other contractual terms which are by their nature</td>
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<td>solely relevant between a buyer and a seller directly shall</td>
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<td>not be applicable to you and will be as agreed between you</td>
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<td>and your seller.</td>
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<tr>
<td>France: <a href="http://www.dell.fr/">www.dell.fr/</a></td>
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<td>ConditionsGeneralesdeVente</td>
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<td>Germany: <a href="http://www.dell.de/Geschaftsbedingungen">www.dell.de/Geschaftsbedingungen</a></td>
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<tr>
<td>UK: <a href="http://www.dell.co.uk/terms">www.dell.co.uk/terms</a></td>
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<tr>
<td>South Africa: <a href="http://www.dell.co.za">www.dell.co.za</a></td>
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* 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.

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.

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.

Dell can provide an extension of the Services at a standard hourly fee via a separate statement of work agreed in writing between the parties.

Service Expires One Year After Purchase: Except to the extent applicable law requires otherwise, you may use this Service one (1) time during the one (1) year period following the date of original purchase (“Expiration Date”). The original purchase date is the earlier of the date of the invoice for the Service or order confirmation from Dell. Dell’s delivery of the Service will be deemed satisfied after theExpiration Date even if you do not use the Service.
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 eight (8) calendar days prior to the scheduled date. If Customer reschedules this service within seven (7) calendar days or less prior to the scheduled date, there will be a rescheduling fee not to exceed 25% of the price for the Services.

   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 the 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 this Service Description. 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.

   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 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.

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

   F. **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. If Dell cancels this Service pursuant to this paragraph, Customer shall not be entitled to any refund of fees paid or due to Dell.

   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.