Dell Service Description

Unified Communications Design Workshop

Introduction

Dell is pleased to provide the customer ("Customer" or "you") with Unified Communications Design Workshop Service (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, Microsoft Unified Communications (UC), bearing SKU No. 705-12970 consists of a full portfolio of UC assessment, design, implementation, training and support services. For organizations in the early stages of exploring and piloting broader adoption of UC tools, Dell recommends engaging in a Unified Communications Design Workshop as a next step.

Detailed Description

The scope of the Services are provided below.

Business objectives of the workshop:

- Define the Customer’s business case for unified communications including the required end-user productivity benefits, administration benefits and cost reductions associated with the solution.
- Identify the key features and system components required to meet the business needs.
- Evaluate the ability to adopt a UC platform including technical, administrative and support/operational concerns.
- Provide recommended next steps towards adoption of the required solution and cost and scheduling estimates.

In order to conduct the Unified Communications Design Workshop, a Dell consultant will complete the following activities at the Customer site for no longer than two (2) weeks (ten (10) business days):

- Architectural Workshop - Discussion of UC requirements, readiness, and constraints based on the following focus areas:
  - User Adoption
    - Required training, education and communication to prepare users for the UC transition.
    - Necessary process to distribute and enable both desktop and mobile UC clients.
- Existing user dialing habits.
- End user devices requirements and potential change of habits for the users.
- Video conferencing requirements and desktop Audio/Video conferencing integration with room-based video conferencing.
- Business processes or line of business applications that should be integrated with the UC platform.

Telephony Implementation
- Requirements for calling between users, partners and customers.
- Requirements for audio conferencing.
- Requirements for voicemail and unified messaging.
- Existing telecommunications services connecting users with the public versus Session Initiation Protocol (SIP) based services.
- Centralized versus local delivery of telecommunications services.
- Requirements for survivability at branch office locations and whether redundancy in the UC platform and network meet the resiliency requirements.
- Requirements for connecting legacy or analog devices such as fax or paging.
- Co-existence with another Private Branch eXchange (PBX). Business requirements for long-term co-existence with the existing infrastructure.
- Call authorization and accounting policies requirements.
- Requirements for emergency calling.

Technical Readiness
- Tools or methodology for assessing the private network that will support the UC media. Technologies such as Quality of Service and Call Admission Control that can be used to manage bandwidth utilization.
- Active Directory, Database, and Storage infrastructure preparation requirements for UC.
- Server virtualization versus physical infrastructure for the UC platform and virtualization policies and technology to support the UC implementation.
- Security requirements that need to be applied to the UC solution and any security concerns that a UC solution will present.

Supportability
- Requirements for availability, resiliency and site redundancy.
- Requirements to prepare the helpdesk to provide support. New support responsibilities and capacity required.
- Monitoring the UC solution for health and availability.
- Processes and procedures required to maintain solution health and performance.
- Processes required for testing backup and recovery.
- Processes used to validate and document policy and configuration changes.
- User provisioning/de-provisioning

Document Discoveries and Decisions
- Dell will document the findings of the Design Workshop including any decisions made during the process. Focus areas will be:
  - Detailed business and technical requirements for Unified Communications
  - Architectural decisions made to meet business or technical requirements
  - Potential cost savings benefit of adopting a UC solution based on retiring or replacing legacy equipment and services

Propose Architecture and Implementation Roadmap
- High-level UC Architecture including:
  - Unified Communications infrastructure required to meet the business needs
- Listing of processes, policies, and activities required to support the UC implementation
- Software, hardware, peripheral and service components of the solution
  - Roadmap to implement the UC architecture including potential next steps such as:
    - A UC pilot including success criteria
    - Further technical assessment tasks required to ensure infrastructure readiness
    - Implementation of infrastructure pre-requisites that must be in place before Microsoft UC can be implemented
    - A UC design and implementation project
    - Creation of training, education or communications plans to prepare end-users
    - Integration, co-existence or migration with/from another voice or communications platform
- Executive Summary Presentation
  - Final deliverables are presented to the customer’s management and options for next steps are discussed.

**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 recommendations set forth below will be prepared using the Customer information that is available. Customer information collected shall be deemed Confidential Information as defined in the Agreement or other agreed terms signed by both parties.

1. Unified Communications Requirements and Solution Proposal
   - As-Is environment description;
   - Proposed scope of the UC implementation including business requirements to be addressed by the solution;
   - High level plan for implementing the solution, including cost estimates for each task or phase;
   - Benefits of the environment and financial justification.
2. Unified Communications High Level Design
   - Key prerequisite systems requirements for the implementation;
   - Solution diagram including physical components of the implementation;
   - Solution components list including required software, peripherals and licensing;
   - Proposals for implementation and transition projects as recommended.
3. Executive Summary
   - Summary of the deliverables above for an executive audience;
   - Presentation of the Executive Summary to the key stakeholders.

**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 development of any intellectual property created solely and specifically for the Customer.
- Any technical changes to Customer’s environment.
- Detailed design (such as server role design, policy design or networking/firewall design) of any Microsoft Unified Communications implementation.
- Tools based network assessment of the customer’s environment.

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 in Dell Services Terms & Conditions below), as applicable.

**Service Specific Customer Responsibilities**

Customer is responsible for assisting the coordination of scheduling of the required individuals as recommended by Dell and for ensuring all Customer information being complete, accurate, up to date and provided promptly by the Customer.

**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. Customer agrees to comply with local statutory obligations related to health and safety during on-site visits by Dell, which obligations will include but is not limited to those of The Occupational Health and Safety Act 85 of 1993.

**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>
<thead>
<tr>
<th>Country</th>
<th>Normal Dell Business Hours</th>
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<tbody>
<tr>
<td>United Kingdom</td>
<td>8:30 AM to 5:00 PM</td>
</tr>
<tr>
<td>Germany</td>
<td></td>
</tr>
<tr>
<td>Ireland</td>
<td></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, 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>
</tr>
</thead>
<tbody>
<tr>
<td>Europe, Middle East, &amp; Africa</td>
<td>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.</td>
</tr>
<tr>
<td>Europe, Middle East, &amp; Africa</td>
<td>Customers Purchasing Dell Services Directly From Dell</td>
</tr>
<tr>
<td></td>
<td>Local <a href="http://www.dell.com">www.dell.com</a> country-specific website or <a href="http://www.dell.com/servicedescriptions/global">www.dell.com/servicedescriptions/global</a>.*</td>
</tr>
<tr>
<td></td>
<td>In addition, customers located in France, Germany, Ireland, South Africa and the UK can select the applicable URL below:</td>
</tr>
<tr>
<td></td>
<td>France: <a href="http://www.dell.fr/ConditionsGeneralesdeVente">www.dell.fr/ConditionsGeneralesdeVente</a></td>
</tr>
<tr>
<td></td>
<td>Germany: <a href="http://www.dell.de/Geschaeftsbedingungen">www.dell.de/Geschaeftsbedingungen</a></td>
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<tr>
<td></td>
<td>Ireland: <a href="http://www.dell.com/learn/ie/en/iecorp1/terms-of-sale">www.dell.com/learn/ie/en/iecorp1/terms-of-sale</a></td>
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<tr>
<td></td>
<td>South Africa: <a href="http://www.dell.co.za">www.dell.co.za</a></td>
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<td>UK: <a href="http://www.dell.co.uk/terms">www.dell.co.uk/terms</a></td>
</tr>
<tr>
<td>Europe, Middle East, &amp; Africa</td>
<td>Customers Purchasing Dell Services Through an Authorized Dell Reseller</td>
</tr>
<tr>
<td></td>
<td>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.</td>
</tr>
</tbody>
</table>

* 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 the Expiration 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 will provide a consultant onsite to deliver this service for no longer than 2 weeks (10 business days). 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) 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.

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