Introduction

Dell is pleased to provide Dell Wyse vWorkspace Standard Implementation Service (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

The service provides the customer with a basic implementation of Dell Wyse vWorkspace. The service is delivered in three phases over three (3) consecutive weeks.

The three (3) phases consist of the following activities.

1. Discovery and Design (remote)
2. Implementation (onsite)
3. Post Implementation (remote)

Discovery and Design

During week one (1) of the service, a Senior Technical Consultant (TC) will remotely work with the Customer over three (3) consecutive days to perform a basic discovery and finalize the solution design.

The Discovery and Design phase will focus on obtaining information about the Customer computing environment for integrating the Wyse vWorkspace solution. The purpose of the Discovery and Design phase is to identify any potential challenges with integrating the solution into the Customer’s computing environment and make possible design changes for better integration.

The Customer will be provided a survey prior to the start of the engagement to populate with information about their computing environment and must return it to the Dell Project Manager. The Senior TC will utilize the provided information to make design modifications as needed, to work with the Customer on gathering more detailed information, and to identify any challenges that the Customer may need to rectify prior to integrating the solution.

Implementation

During week two (2) of the service, a TC will work onsite at a single customer’s data center to implement the Wyse vWorkspace solution. The implementation consists of the following activities.
• Creation of up to four (4) server virtual machines on a Customer provided hosting infrastructure
• Implementing select vWorkspace components
• Importing up to one (1) Customer provided Microsoft Windows desktop image (if required by design)
• Creating up to one (1) Customer Microsoft Windows Terminal server (if required by design)
• Installing up to four (4) vWorkspace Connectors on Wyse Thin Clients or Microsoft Windows Operating Systems

Creation of Server Virtual Machines
The TC will utilize the Customer’s Microsoft Windows server compact disc image and licensing to create up to four (4) server virtual machines to be used for the vWorkspace component roles. Alternatively, the Customer can provide a gold Microsoft Windows server image to be utilized.

vWorkspace Components
During the implementation, the TC will install the following vWorkspace components as required by design on the four (4) server virtual machines.

• SQL Server Express or connect to an existing customer SQL server
• vWorkspace Broker role
• Management Console role
• Web access role for Local Area Network (LAN) access only
• Terminal Server / Remote Desktop (RD) Session Host role on a single Terminal server (if required by design)
• User profile management role (if required by design)
• Universal print server role (if required by design)
• Password reset role (if required by design)
• Monitoring and diagnostics role

Microsoft Windows Desktop Image
The TC will import a single gold Microsoft Windows desktop image provided by the Customer. The image can contain Customer customization and applications. The TC will install the hosting environment and vWorkspace drivers and agents as required. The TC will perform basic image optimization before providing a virtual desktop session for the Customer to validate.

Microsoft Windows Terminal Server
If required by design, a single Microsoft Windows terminal server will be created with a single commercial off-the-shelf application installed (i.e. Microsoft Office, Adobe Acrobat). The terminal server will be configured for either presented desktop or presented application usage. The TC will install a vWorkspace terminal server / RD session host role on the terminal server. Upon completion of the installation, the TC will provide an application or desktop session to the Customer for validation.

vWorkspace Connectors
The TC will demonstrate installing up to four (4) vWorkspace connectors on Wyse Thin Clients or Microsoft Windows operating system devices.

Post Implementation
During week three (3) of the service, a TC will be available remotely for up to sixteen (16) hours to assist the Customer with vWorkspace administration procedures.
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.
- Creating a virtual machine hosting environment
- Creating desktop image
- Packaging applications
- Creating an anti-virus infrastructure
- Creating a Key Management Service (KMS) infrastructure
- High availability vWorkspace configurations
- Configuration needs utilizing physical Graphics Processing Units (GPUs)

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

- The Customer will provide the required hardware and licensing for the Wyse vWorkspace environment to support the solution in their environment.
- The Customer will provide a virtual machine hosting environment utilizing either Microsoft Hyper-V or VMware vSphere.
- If the Customer will be providing virtual desktops for their users, the Customer will need to provide a Microsoft Windows desktop image to be imported into the vWorkspace environment that has been tested and validated prior to the service.
- If the Customer will be providing presented applications or desktops to their users, the Customer will need to provide installation single commercial off-the-shelf application that is validated to work in a Microsoft Windows Terminal Server environment.
- The Customer will be responsible for any modifications to their Microsoft Active Directory environment.
- The Customer must provide all software licensing.

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 two years 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 6:00 PM Customer local time:

<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.
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**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>Dell.com/CTS</td>
</tr>
<tr>
<td>Canada</td>
<td>Dell.ca/terms (English)</td>
</tr>
<tr>
<td></td>
<td>Dell.ca/conditions (French-Canadian)</td>
</tr>
<tr>
<td>Latin America &amp; Caribbean Countries</td>
<td>Local Dell.com country-specific website or Dell.com/service.descriptions/global.*</td>
</tr>
<tr>
<td>Asia-Pacific - Japan</td>
<td>Local Dell.com country-specific website or Dell.com/service.descriptions/global.*</td>
</tr>
<tr>
<td>Europe, Middle East, &amp; Africa</td>
<td>Local Dell.com country-specific website or Dell.com/service.descriptions/global.*</td>
</tr>
</tbody>
</table>

* 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&gs=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/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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