

# **Service Description**

## Point of Need Services for Managed Services

#### **Service Overview**

This agreement ("Agreement" or "Service Description") is made between the customer ("you" or "Customer") and the Dell entity identified on Customer's invoice ("Dell"). This Service (defined herein) is provided pursuant to the terms and conditions of this Agreement and Dell's Customer Master Services Agreement, which is available for review at <a href="www.Dell.com/CMSA">www.Dell.com/CMSA</a> and incorporated in its entirety herein by reference.

Point of Need Services ("PON" or "Services") provide Customers with troubleshooting and user support under the Managed Services program ("MSSB"). This Service is available for Customer IT environments containing Dell and non-Dell hardware, and provides support for servers, networking equipment, and client systems in accordance with Customer's invoice (invoice will identify the "Supported Devices" or "Products" under management by Dell). The Customer may purchase this Service on a per-unit-of-time or per-incident basis to support a subset of the Customer's IT environment or their entire environment. Available PON Services are frequently updated so please contact Dell or visit www.Dell.com/MSSB for a current list of PON Services

#### **Frequently Asked Questions & Service Steps:**

#### How Do I Contact the Service Desk to Request Point of Need Services?

- The Service Desk is available to Customers 24x7 by telephone at (800) 641-0895, including holidays.
- Customer should contact the Service Desk from a location that includes physical access to the supported Product(s), if necessary for phone-based troubleshooting.
- Customer shall provide the serial number or service tag number of the asset at issue and other information as requested by the Dell telephone analyst. The Dell telephone analyst shall verify support level and any expiration of Services.
- When requested by the Dell telephone analyst, Customer shall identify error messages received, state what
  activities preceded the error message, and explain what steps Customer has already taken.
- If Customer is unable or does not wish to perform an initial phone-based troubleshooting, Customer may
  use existing on-site support credits or may purchase additional on-site support credits for performance of
  on-site troubleshooting. If on-site dispatch is necessary, the Dell telephone analyst will provide Customer
  with additional instructions.

#### **How Do I Request and Schedule Point of Need On-Site Support?**

#### Resolution and Management Service customers may request and schedule On-Site Support as follows:

- Customer may contact the Service Desk to request on-site support...
- Additional costs associated with labor or parts may apply to On-Site Support for non-Dell hardware subject to OEM support practices and level of customer warranty or service contract entitlement on each supported device.
- Customer may purchase additional hours of support for additional fees.
- Field Technical Services Consultant services are available during normal business hours (Monday through Friday, from 8:00 a.m. to 5:00 p.m. CST, excluding holidays). Onsite Services during Non-Standard Business Hours may be available at additional fees.
- If Customer requests Field Technical Services Consultant services before 5:00 p.m. (CST), a technician will arrive on-site the next business day. If Customer requests an on-site visit after 5:00 p.m. (CST), Dell will arrange with the Customer for a technician to arrive at the Customer site at a mutually agreed upon day and time within two business days. The Customer will be billed additionally for on-site visits outside of normal business hours.



 When Dell dispatches a service technician to Customer's business location, work may be temporarily suspended if additional parts or resources are required, but work will resume when additional parts or resources become available.

### **Terms & Conditions**

Term of Services. This Agreement begins on the date of Customer's initial invoice for Managed Services for Small Businesses or the date on which Customer places an order for a Point of Need Service/s for Managed Services and applies to all Point of Need Services subsequently purchased. By renewing, extending or continuing to utilize the Services in any manner beyond the term of one year, Customer agrees that any Services provided after the term of one year from the date of initial invoice are subject to the then-current Service Description available for review at www.Dell.com/ServiceContracts.

Confidentiality. Customer acknowledges and agrees that (1) Dell may access any information personal information) contained in Customer's IT environment in connection with the performance of the Services, and Customer also may provide information (including personal information) to Dell by telephone or otherwise; (2) Customer is authorized by law or otherwise to disclose the information to Dell, and (3) Dell will access Customer's IT environment from the United States, Mexico and elsewhere. Dell will handle personal information that Customer may disclose, or that Dell may access, in connection with the performance of the Services in accordance with Dell's privacy policy, available at http://www.dell.com/privacy

Loss of Data & System Downtime. DELL IS NOT RESPONSIBLE FOR LOSS OF OR RECOVERY OF DATA, PROGRAMS, OR LOSS OF USE OF SYSTEM(S) OR NETWORK arising out of the services or support or any act or omission, including negligence, by Dell or a third-party service provider.

Authorization to Maintain & Access Customer Data and Assets via Remote Technologies. By purchasing the Services, Customer acknowledges that Dell will access, connect to and manage Supported Devices via remote technologies (except where prohibited by law), including storage of Customer identification and passwords.

- In connection with this Service, Dell may perform remote management activities without first contacting Customer. These activities include, but are not limited to:
  - Updating or changing software drivers;
  - Installing and applying software patches;

- Rebooting devices within maintenance windows:
- Deleting temporary files & clearing caches;
- Starting or restarting application services;
- Staging and executing scripts for automated maintenance routines;
- Network performance tuning;
- Transfer data associated with routine system tuning and upkeep between systems within a Customer's network; and
- Identify, collect, and report on detailed data for devices on a network.
- For a limited subset of activities Dell will contact Customer to obtain authorization prior to initiating remote management activities. These activities include:
  - Rebooting devices outside of scheduled maintenance windows,
  - · Changing firewall or security settings,
  - Transferring non-maintenance data outside of Customer's network,
  - Installing new software applications,
  - Adding or deleting user accounts, and
  - Performing shared system access with a desktop or notebook system.

Notwithstanding the above, Customer is responsible for notifying Dell of a restriction of remote access, connections or management activities related to any Supported Device. Restrictions may be limited to pre-defined permission profiles.

**Software Patch & Installation.** Software patch and software installation will occur during a time frame selected by Customer from available installation windows designated by Dell.

On-Site Support & Parts Availability. Customer must provide free, safe and sufficient access to Customer's facilities, including parking, ample working space, electricity, high-speed internet access, and a local telephone line. On-Site Support may not be available in all geographies and may be limited to commercial locations within supported geographies. Service at a residential address may be limited or not available at all. Additional labor or parts costs may apply to supported non-Dell devices subject to OEM support practices and level of customer warranty or service contract entitlement. Service parts may not be available for all non-Dell



supported devices or may be available at additional costs.

Missed Service Visit. If Customer or Customer's authorized representative is not at the location or available when the on-site service technician arrives to perform Service, and as a result service could not be provided, a subsequent visit by the on-site service technician will be scheduled. Dell will bill the Customer for the additional visit by the on-site technician.

Cancellation. Customer may terminate this Service within thirty (30) days of Customer's receipt of the invoice for Service on the Product(s) by providing Dell with written notice of cancellation or contacting the Help Desk. If Customer cancels this Service within thirty (30) days of receipt of the invoice for Service on the Product(s), Dell will send Customer a full refund less the costs of support claims, if any, made by customer prior to cancellation. If more than thirty (30) days have transpired since Customer's receipt of the invoice for Service on the Product(s), Customer may not cancel this Service except as provided by an applicable state/country/province law which may not be varied by agreement.

Dell may cancel this Service at any time during the Service term for any of the following reasons:

 Customer fails to pay the total price for this Service in accordance with the invoice terms or fails to abide by the terms of this Service Description;

- Customer fails to cooperate, threatens in any manner or otherwise creates a hazardous working environment for the assisting analyst or on-site technician; or
- Customer's repeated misuse of this Service for out of scope issues.

If Dell cancels this Service due to the above, Dell will provide Customer notice of cancellation at the notice address provided by Customer below or by email at the primary email contact address provided by Customer. 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 state law requires other cancellation provisions that may not by 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.

Subject to the term of Services or renewal terms, Dell may, at its discretion, terminate this Service on thirty (30) days notice to Customer, in which case Customer will be entitled to receive a pro-rated refund of any unearned support fees paid by Customer.

Commercially Reasonable Limits to Scope of Service. Dell may determine that a support issue is beyond the scope of this Service, in which case Dell may refer Customer to the appropriate alternative resource or, at Customer's discretion to a third-party for resolution and at additional costs to the Customer.

incorporated herein by reference and available at www.Dell.com/CMSA
Customer/Company:
Name:
Position:
Signature:
Date:

**Customer Notice Address: (if different from above)** 

By Your signature below, You/Customer indicate acceptance of the terms and conditions set forth in this Agreement, including its appendices and the terms and conditions of the Customer Master Services Agreement

Dell Inc. Notice Address:



Dell Marketing L.P.	
One Dell Way	
Round Rock, TX 78682	
Attn: Mgr Contracts	
J	

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# **Point of Need Services for Managed Services**

# Appendix A: Available Services

REMOTE S	SERVICE
Available Services	Description of Support
Data Storage	and Backup
Data Migration	Back up data to another drive in the Customer's environment. If requested, migrate data to a different PC in the Customer's environment (available in single or multiple quantities).
Remote Data Backup - Includes Setup, Configuration, and Initial Backup Completion	Configure Windows backup program for Windows2000, XP, or Vista. Configure Customer-owned backup software. Create initial backup and schedule for future updates.
Install	ation
Remote Install and Configure standard client OS on a new or existing PC	Install and configure standard client operating system on a new or existing PC. Customer must provide new software for installation or purchase from Dell.
Remote PC OS Install from Original Licensed OS CD	Re-install original operating system included with PC from Customer's install CD or from manufacturer's web site. Labor only, limited to 3 hour maximum duration. Additional time requires additional fees.
Remote PC OS Install from Original OEM Restore CD	Re-install original operating system from original OEM restore CD and reconnect/setup for operation within a network - router or server. Customer must have OEM original restore CD. Labor only, limited to 1 hour maximum duration. Additional time requires additional fees.
Remote PC Re-Image	Re-install original operating system from a CD on a standard PC. Image must be onsite or available for download.
Remote Advanced Server Installation	Remotely install and configure Windows Server on a network or domain. Set policies to complement existing network if applicable. Customer must physically install server before Dell technicians can perform remote configuration. Labor only, does not include parts.
Remote Server Operating System Installation	Install and configure Standard Server Operating System on a new Server. Customer must provide new Software for installation or purchase from Dell.
Software	Support
Remote Active Directory Changes	Perform a simple change to the active directory, including DNS



	changes, MX record edits, etc.
Remote E-Mail Maintenance	Add or remove email address, password resets, etc.
Remote E-mail/Outlook Account Setup and Configuration	Configure Outlook email account on a network-connected PC
Remote SW Resolution	Time-based software support for popular applications
Troublesh	ooting and Popair
Troublesii	ooting and Repair
Remote Network Troubleshoot Diagnosis (1 hour maximum)	Diagnose/troubleshoot a network problem including the router connectivity - setup and configuration to correct problems on a Network Server or Communication Device. Re-Load software as required. Labor only, Customer to provide all required materials. Limited to 1 hour. Additional time requires additional fees.
Remote Server Reboot	Remote reboot service via web interface. Requires Dell's remote monitoring service and setup in advance.
Remote Server Diagnosis	Troubleshoot a server issue. Correct problems on a server.
Remote PC or Printer Diagnosis	Troubleshoot a PC or printer issue. Correct problems on a printer.
Remote Basic PC Tune-Up	Install and run Customer-owned Spyware and or Adware software. Remove offending files from one PC.
1 Hour Remote Engineer Time	Engineer time sold on an hourly basis
30 Minute Remote Engineer Time	
1 Hour Remote Software Resolution	Time-based software support for popular applications
virus & Spywar	e Issues, Including OS
Remote Basic PC Tune-Up + Virus Remediation	Install and run Customer-owned antivirus software. Remove offending files from one PC.
Advanced PC Tune-Up	Analyze system and scan for virus, spyware, and adware. Remove unwanted applications, download and install patches and updates to key applications. Re-allocate memory as needed.
ONSIT	TE SERVICES



Available Services	Description of Support		
Assessment	and Design		
Site Needs Assessment - Review of Existing Hardware Infrastructure and Recommendation of Network Solution	Review technology objectives and inventory existing hardware, draft a Network Solution Proposal which details required hardware and software and includes a deployment price. If plan is agreed to, Dell will return to deploy the customized solution.		
Site Survey and Asset Inventory	Perform a site survey to determine current configuration of network and installed equipment, PCs, laptops, servers, printers, routers, etc. Includes assessment of ability to install additional equipment, wireless networking and or software as specified. Hourly service (2 hour minimum) Labor only.		
Onsite Network Security Assessment (Includes - Firewall, VPN, Wireless Network, Mobility & Physical Environment)	Perform a network security check and provide recommendations to more fully secure the network. Areas of examination include firewall, VPN, wireless, server & OS configuration, mobile security, and physical security of the network.		
Network Site Survey  Perform a site survey to determine current network configurati and evaluate ability to install specific networking products and software. Hourly service (2 hour minimum) Labor only.			
Data Mig	gration		
Onsite Server Migration (Applications, Settings and Data)	Migrate server applications, applications, and settings to new server. Labor only, does not include parts.		
Data Storage	and Backup		
Onsite Data Migration or Backup	Back up of data to another drive in the Customer's environment. If requested, migrate data to a different PC in the Customer's environment (available in single or multiple quantities).		
Onsite Data Backup - Includes Setup, Configuration, and Initial Backup - Standard Business Hours	Configure Windows backup program for Windows2000, XP, or Vista. Configure Customer-owned backup software. Create initial backup and schedule for future updates. Labor only. Software, media (if required), and hardware (if required) must be provided by Customer and available at setup time.		
Installa	ation		



On-Site Install &Configure standard client OS on a new or existing PC	Install and configure standard client operating system on a new or existing PC. Customer must provide new software for installation or purchase from Dell.
Disconnect and Remove PC from Customer Site	Disconnect and remove desktop system from Customer site. Box systems in packaging provided by Dell or in packaging provided by Customer (packaging can be provided at extra cost) Label each PC as directed for shipment. Dell will reformat the hard disk as a means of limiting access to data on the system. Labor and local transportation only for 1 to 10 desktop computers. Packing material and shipping are additional costs.
Install Network Printer(s) Install Non-Network Printer(s)	Unpack printer, install network printer & associated drivers, if required. Labor only, parts extra.
Basic Server Installation	Unpack and install server, keyboard, mouse and up to one peripheral device
Onsite PC Re-Image	Re-install original operating system included with PC from Customer's install CD or from manufacturer's web site
Onsite PC OS Install from Original Licensed OS CD	Re-install original operating system included with PC from Customer's install CD or from manufacturer's web site. Connect PC to network. Labor only, limited to 3 hour maximum duration. Additional time requires additional fees.
Onsite PC OS Install from Original OEM Restore CD	Re-install original operating system from original OEM restore CD and reconnect/setup for operation within a network - router or server. Customer must have OEM original restore CD. Labor only, limited to 1 hour maximum duration. Additional time requires additional fees.
PC Installation	Install PC, including keyboard, monitor, and mouse on Customer's desktop (available in single or multiple quantities)
PC Manual Application Load	Install software for Customer on a single PC from CD or from software company web site
PC Package Application Load - Standard Business Hours	Install software for Customer on a single PC from CD or from software company web site
Onsite Advanced Server Installation	Unpack, install, and configure Windows Server on a network or domain. Connect to Customer network and set policies to complement existing network if applicable. Add to current domain. Set up similar policies to existing network. Labor only, does not include parts.
Onsite Server Operating System Installation	Install and configure Standard Server Operating System on a new server. Customer must provide new software for installation or purchase from Dell.
Connect PC to Existing Network	Connect or reconnect PC to network. Set up name and add to domain and test. Labor only, not to exceed 1.5 hours. Additional time requires additional fees.
Setup and Configure Wireless Network - Standard Business Hours	Set up and configure up to five devices, including PCs, routers, and printers in a wireless network to an established broadband



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	connection.
Setup and Configure Broadband Connection to Single PC or Router	Set up a broadband connection on a single PC or Router. Reload software if needed. Must have ISP phone number and account number available at time of service.
Install and Configure up to 5 Devices on a Wired Network	Configure up to five devices, including PCs, routers, and printers in a wired (rather than wireless) network to an established broadband connection.
Standard PC Upgrade (HW or Peripheral Add)	Add new memory, upgrade hard drive, or other part replacement
Software	Support
Onsite Active Directory Changes	Perform a simple change to the active directory, including DNS changes, MX record edits, etc.
Onsite E-mail/Outlook Account Setup and Configuration	Configure Outlook email account on a network-connected PC
Onsite Software Resolution	Time-based software support for popular applications
Troubleshootin	
Onsite Broadband Network Diagnosis	Troubleshoot a broadband connection on a single PC or Router. Reload software if needed. Must have ISP phone number and account number available at time of service. Labor only, Customer to provide all required materials. Includes 1 hour. Additional time requires additional fees.
Onsite Network Troubleshoot / Diagnosis	Troubleshoot a network issue. Correct problems on a network server. Reload software as required. Must have ISP Phone number and Account number available at time of service. Labor only, Customer to provide all required materials. Includes 1 hour. Additional time requires additional fees.
Onsite Server Reboot	Visit Customer's site to reboot server. Requires Dell's remote monitoring service and setup in advance. Unlimited reboots.
Onsite Consulting	Consulting time sold by the hour to assist with IT planning and build-out. 1 hour minimum.
Onsite Server Diagnosis	Troubleshoot a server issue. Correct problems on a server.
Onsite PC or Printer Diagnosis	Troubleshoot a PC or printer issue. Correct problems on a printer.
Onsite Basic PC Tune-Up	Install and run Customer-owned Spyware and or Adware software. Remove offending files from one PC.
PC Repair - Dell System under Warranty	Warranty repair for most computing hardware brands.



PC Repair - Non-Dell System under Warranty	
Server Repair - Dell System under Warranty Server Repair - Non-Dell System under Warranty	Warranty repair for most computing hardware brands.
PC Repair - No Warranty	Hardware repair (out of warranty) for most hardware brands
Server Repair - No Warranty	Hardware repair (out of warranty) for most hardware brands
Hour Onsite PC Engineer Time     Minutes PC Onsite Engineer Time	Engineer time sold on an hourly basis for both remote and onsite work.
Hour Onsite Server Engineer Time     Minutes Onsite Server Engineer Time	Engineer time sold on an hourly basis for both remote and onsite work.
Hour Onsite Software Resolution     Hour Onsite Software Resolution	Engineer time sold on an hourly basis for both remote and onsite work.
Virus & Spyware Iss	sues, Including OS
Onsite Basic PC Tune-Up + Virus Remediation	Install and run Customer-owned antivirus software. Remove offending files from one PC.
Onsite Advanced PC Tune-Up	Analyze system and scan for virus, spyware, and adware. Remove unwanted applications, download and install patches and updates to key applications. Re-allocate memory as needed.



# **Point of Need Services for Managed Services**

## Appendix B: Customer Responsibilities & Supported Products

#### **Customer Responsibilities**

**Software/Data Backup.** It is the Customer's responsibility to backup all data, software, and programs on all components of Customer's IT environment (including systems, devices, networks, and backup equipment) that could be affected by this Service. Prior to Dell delivering this Service, Customer is responsible for removing any confidential or sensitive data (or drives containing such data), that it does not want a Dell to access or view.

**Maintenance of Monitoring Service.** Customer must allow Dell to perform maintenance of its own monitoring service technologies during which time monitoring of Customer's IT environment will be disabled. Commercially reasonable effort will be made to notify Customers of any scheduled maintenance of the service.

**Authority to Grant Access.** Customer is required to identify at least one technical contact that has Product administration responsibilities and is available to provide appropriate Product access privileges as a resource to Dell prior and throughout the performance of this Service.

Cooperate with Dell Telephone Analyst and On-site Technician. Customer agrees to cooperate with and follow instructions given by the Dell telephone analyst and on-site technicians. Experience shows that most system problems and errors can be corrected over the phone as a result of close cooperation between the user and the analyst or technician.

**Product-Service Eligibility.** Customer must maintain Product(s) eligibility for this Service by ensuring that replacement parts, patches, software updates or subsequent releases are installed as directed by Dell.

**On-Site Obligations.** Where Services require on-site performance, Customer must provide free, safe and sufficient access to Customer's facilities, including parking, ample working space, electricity, Internet access, and a local telephone line. Customer must also provide a monitor or display, a mouse (or pointing device), and keyboard (at **NO** cost to Dell), if such items are not already available with the Product(s).

#### **Technical Requirements**

Customer must have the following:

- 1. Firewall access to the Internet through Port 443 (HTTPS) for use by the Dell SilverStreak proxy or other remote management tools.
- 2. A common set of Simple Network Management Protocol ("SNMP") credentials with read access rights on all SNMP enabled network devices under management.
- 3. Four common sets of Windows credentials with administrative rights on all systems under management.
- 4. A single server at each site under management that is able to host the Dell SilverStreak proxy and operates 24 hours x 7 days a week to facilitate full-time monitoring of customer environment.
- 5. The SilverStreak/SilverStreak Mobile host computer must be running one of the following:
  - Microsoft Windows 2000 Professional or Microsoft Windows 2000 Server with any Service Pack (Service Pack 4 recommended)
  - Microsoft Windows XP Professional with Service Pack 1, Service Pack 2 or Service Pack 3
  - Microsoft Windows Vista® Business or Enterprise
  - Microsoft Windows Server 2003 (SilverStreak Only)
- 6. The SilverStreak or SilverStreak Mobile host computer must also be running:
  - Microsoft Jet Database 4.0 SP8 or higher
  - Microsoft Data Access Components("MDAC") 2.6 or higher
  - Microsoft.NET™ Framework Version 2.0 or higher



The following table shows the minimum recommended hardware for running SilverStreak:

	SilverStreak Mobile	1 - 25 Devices	26 - 50 Devices	51 - 100 Devices
CPU	500+ MHz	500+ MHz	500+ MHz	2.4+ GHz
Memory	256 MB	256 MB	512 MB	512 MB
Disk *	32 MB	68 - 80.5 MB	80.5 - 93 MB	93 - 120 MB
Bandwidth †	128 Kbps	128 Kbps	256 <b>Kbps</b>	512 Kbps
System	Shared	Shared	Shared	Dedicated
Usage				

†Bandwidth requirements are for SilverStreak only (link should be greater if supporting additional network traffic).

### **Supported Devices:**

#### Supported hardware vendors include the following:

- Dell
- 3COM®
- Acer®
- Brother®
- Canon®
- Cisco®
- Citrix®

- D-Link®
- Epson®
- Gateway®
- HP®
- IBM®
- Iomega®
- Lenovo

- Lexmark®
- Linksys®
- Netgear®
- Seagate®/Maxtor®
- SonicWall®
- Sony®
- Toshiba®

Not all devices provided by the hardware vendors listed above are supported.

### Supported technologies include the following:

- Microsoft® Windows® desktop operating systems from Microsoft Windows 2000 to current Microsoft
- Windows Vista desktop operating systems.
- Microsoft Windows server operating systems including: Microsoft Windows NT®, Microsoft Windows Server® 2000, Microsoft Windows Server 2003 and Microsoft Windows Server 2008.
- Desktop applications including: Adobe® Acrobat®, McAfee Virus Scan®, Microsoft Excel®, Microsoft Outlook®, Microsoft Outlook Express, Microsoft PowerPoint, Microsoft Word Microsoft Works, Symantec™ Norton Antivirus™, Symantec pcAnywhere™, Internet Explorer®, Mozilla Firefox and Intuit® QuickBooks®.

Microsoft Windows server applications including: Small Business Server, Exchange Server, Internet Security/Acceleration Server, SQL Server® and Active Directory®.



# **Point of Need for Managed Services**

# Appendix C: Managed Services Project Statement of Work

Project Date:	, 20			
Project Name:				
Company & Customer:				
Contact Information:				
Company Install Address:	Street 1			
	Street 2			
	City	State	Zip	
Dell Contact Information:				
Implementation Contact:				
Dell Sales Person:				
Dell Customer Number:				
1. Project Outline				
The scope of this project is	s to provide the following services:			

### 2. Scheduling

### 2.1 Hours

These services will be provided Monday – Friday during normal business hours excluding normally observed holidays. Services provided will be delivered based on Dell's availability, unless prior arrangements have been made.

#### 2.2 Site Readiness

Scheduling will be performed when the Project Implementation Questionnaire (PIQ) has been completed. Readiness details include, but are not limited, to the following items:

- All equipment has been delivered and is in close proximity to the installation site.
- Power drops, air conditioning, and network infrastructure are in place and are functional.



- Customer has obtained all applicable software licenses and has necessary permissions and consents on all applicable equipment to install the software.
- DATA ON ANY IMPACTED EQUIPMENT HAS BEEN BACKED-UP. DELL IS NOT RESPONSIBLE FOR LOSS OF DATA. IT IS CUSTOMER RESPONSIBILITY TO SATISFY THEMSELVES THAT ALL DATA HAS BEEN BACKED-UP AND THAT THE BACK-UP IS COMPLETE, ACCURATE, AND AVAILABLE FOR RESTORATION IF NECESSARY.

3.	<b>Exclusions</b>	and	Assum	ptions.
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3.1 This service does not include and/or assumes the following:

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•	
	Third Party Software.  stomer must have current service contract with their software vendors or the publisher of the software title to

Customer must have current service contract with their software vendors or the publisher of the software title to be installed by Dell at Customer's request. Customer must provide Dell with contact information to engage third- party software vendors as necessary to complete the service.