

Dell Service Description

Azure Cloud Services from Dell

Introduction

Dell is pleased to provide Azure Cloud Services from Dell (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 These Services

A complete list of the Services covered by this Service Description can be found in Appendix A. Dell’s responsibilities include:

- **Provisioning.** Dell will utilize the Microsoft Azure Management portal or other interfaces to create the Azure Active Directory tenant(s) and subscription(s) on the Customer’s behalf.
- **Support.** Dell will provide 24x7 support for Customers who are utilizing Azure Services purchased from Dell (see Appendix A for eligible “Azure Services”). Support is provided through Basic (free) and paid Support Plans (see Appendix B for details). Support questions regarding the performance of Azure Services may be re-directed by Dell to Microsoft for resolution. Customer issues regarding their on-premise infrastructure, architecture, appropriate service usage, or ongoing operation of Azure Services may be re-directed to Dell’s managed services and/or consulting teams for engagement at an additional fee. If Customer is interested in these services, Customer may call (888) 649-4090 or email support@cloudstore.dell.com.

The Azure Services are more fully described at <https://azure.microsoft.com>. Service Level Agreement (“SLA”) describes Microsoft’s commitments for uptime and connectivity for Azure Services. These SLA’s can be found at: <https://azure.microsoft.com/en-us/support/legal/sla/>. Dell’s Azure Support Plans are more fully described in Appendix B.

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.
- Consulting and/or managed services associated with the Customer’s used of Azure.
- Support for Azure Services not purchased from Dell and not listed in Appendix A.
- Configuration of features within Azure Services, such as frequency of back-ups, or size and performance of virtual machines (VMs).
- Networking, other than the specific Services covered by this Service Description.
- Performance or availability issues due to factors outside Dell’s reasonable control (for example, natural disaster, war, acts of terrorism, riots, government action, or a network or device failure)

external to the Microsoft data centers, including at your site or between your site and the Microsoft data center).

- Performance or availability issues that result from the use of services, hardware, or software not provided by Dell, including, but not limited to, issues resulting from inadequate bandwidth or related to third-party software or services.

This Service Description does not confer on Customer any warranties which are in addition to the warranties provided under the terms of your master services agreement or Agreement, as applicable.

Offer Specific Customer Responsibilities

Customer will be responsible for:

- Training staff to a minimal level of competency on Azure Services, feature configuration, and maintenance.
- Administrative functions for Azure Active Directory related to Azure Services purchased from Dell.
- Maintenance of on-premise infrastructure.
- Recovery of on-premise infrastructure in the event of an outage, including restoring data and applications from Azure.

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.

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.

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.

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 Dell’s Cloud Solutions 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.

Customer Location	Terms & Conditions Applicable to Your Purchase of Dell Services	
	Customers Purchasing Dell Services Directly From Dell	Customers Purchasing Dell Services Through an Authorized Dell Reseller
United States	Dell.com/cloudterms	Dell.com/cloudterms
Canada	Dell.ca/terms (English) Dell.ca/conditions (French-Canadian)	Dell.ca/terms (English) Dell.ca/conditions (French-Canadian)
Latin America & Caribbean Countries	Mexico: Your terms and conditions of sale will be sent to you along with your quote	Not applicable
Asia-Pacific-Japan	Available on request	Service Descriptions and other Dell service documents which you may receive from your seller shall not constitute an agreement between you and Dell but shall serve only to describe the content of Service you are purchasing from your seller, your obligations as a recipient of the Service and the boundaries and limitations of such Service. As a consequence hereof any reference to “Customer” in this Service Description and in any other Dell service document shall in this context be understood as a reference to you whereas any reference to Dell shall only be understood as a reference to Dell as a service provider providing the Service on behalf of your seller. You will not have a direct contractual relationship with Dell with regards to the Service described herein. For the avoidance of doubt any payment terms or other contractual terms which are by their nature solely relevant between a buyer and a seller directly shall not be applicable to you and will be as agreed between you and your seller.
Europe, Middle East, & Africa	France: Dell.fr/ConditionsGeneralesdeVente Germany: Dell.de/Geschaeftsbedingungen UK: Dell.co.uk/cloudsolutionsagreement	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.

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 Cloud & SaaS 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. **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 cloud or SaaS services purchased with such hardware.
- B. **Optional Services.** Optional services (including point-of-need support, installation, consulting, managed, professional, support, security 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.
- C. **Assignment.** Dell may assign this Service and/or Service Description to qualified third party service providers.
- 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.
- E. **Liability.** 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.

Appendix A

Azure Cloud Services from Dell – Applicable Products

The terms of this Service Description apply to the following products and stock keeping units (SKUs):

Azure Services (“Azure Service(s)”)

SKU	SKU Description
A8733720	Microsoft CSP Azure Backup service for Physical, Hybrid, and Cloud Environments, no contract, with Dell Basic support and Dell Remote Consulting
A8733721	Microsoft CSP Azure Backup service for Physical, Hybrid, and Cloud Environments – no contract, with Dell Basic support
A8878372	Microsoft CSP Azure Backup service for Physical and Cloud Environments, no contract, with Dell Basic support
A8931988	Microsoft CSP Azure Dev/Test Lab service for Physical, Hybrid, and Cloud Environments, no contract, with Dell Basic support
A8982849	Microsoft CSP Azure Dev/Test Lab service for Physical, Hybrid, and Cloud Environments, no contract, with Dell Basic support
A8986058	Microsoft CSP Azure Business Continuity service, no contract, with Dell Basic Support
A8986059	Microsoft CSP Azure Business Continuity service, no contract, with Dell Basic Support
A9214015	Microsoft CSP Azure IaaS compute/storage/networking, no contract, with Dell Basic Support
A9214101	Microsoft CSP Azure IaaS compute/storage/networking, no contract, with Dell Basic Support
A9477797	Microsoft CSP Azure SQL as a Service, no contract, with Dell Basic Support
A9477798	Microsoft CSP Azure SQL as a Service, no contract, with Dell Basic Support

Billing SKUs

SKU	SKU Description
A8790383	Microsoft CSP CSP - Azure Service - Monthly Usage, \$0.01
A8790384	Microsoft CSP CSP - Azure Service - Monthly Usage, \$1.00
A8790385	Microsoft CSP CSP - Azure Service - Monthly Usage, \$10.00
A8790386	Microsoft CSP CSP - Azure Service - Monthly Usage, \$100.00

A8790387	Microsoft CSP CSP - Azure Service - Monthly Usage, \$1,000.00
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Support Plans

SKU	SKU Description
A9214102	Microsoft CSP CSP - Azure Enhanced Support, First Month Fee, 6 Month Contract
A9214162	Microsoft CSP CSP - Azure Premium Support, First Month Fee, 6 Month Contract
A9214082	Microsoft CSP CSP - Azure Premium Plus Support, First Month Fee, 6 Month Contract
A9214083	Microsoft CSP CSP - Azure Enhanced Support, Monthly Fee, 6 Month Contract
A9214085	Microsoft CSP CSP - Azure Premium Support, Monthly Fee, 6 Month Contract
A9214086	Microsoft CSP CSP - Azure Premium Plus Support, Monthly Fee, 6 Month Contract

Appendix B

Azure Cloud Services from Dell – Support Plans

Introduction

Dell is pleased to provide Support Plans (“Support Plan(s)”) for Azure Services.

Scope of Support

Support Plans purchased from Dell will be administered by Dell Azure support representatives, and include the following:

- **User support.** Provide support for frequently asked questions, set-up & usage, general best practices, and billing & invoicing.
- **Product support.** Provide support when the Azure Services are not working as expected or the service stops working.
- **Services support.** Respond to Customer inquiries with information on any service interruption, relay expectations, as available from Microsoft, on when the system will be back online.

Issue Resolution Process

For Azure Services support, a Customer may call (888) 649-4090 or email support@cloudstore.dell.com. Issue resolution will follow established steps, in order:

- **Frontline support.** Provided at first contact for all issues. Frontline support consists of call triage and/or basic troubleshooting and services.
- **Level 2 support.** If required, Dell technical support agents/engineers will be utilized for more advanced troubleshooting.
- **Microsoft support.** In a small number of cases, an issue may be referred to Microsoft for resolution. Severity and response time information can be found at: <https://support.microsoft.com/en-us/gp/azuresevdetails>

Support Plan Descriptions

Every Azure Service covered by this Service Description will include free Basic support services, as defined below. For Customers that require a higher level of support, there are three paid Support Plans available. Each option builds on the previous plan’s capabilities:

- **Basic.** These services include unlimited subscription and billing management, and access to the Azure Status dashboard, found at: <https://azure.microsoft.com/en-us/status/>, and Azure forum resources, found at: <https://azure.microsoft.com/en-us/support/forums>, to help troubleshoot issues. Subscription management does not include user administration. Basic support is limited to Microsoft Severity C issues, as defined by Microsoft at <https://support.microsoft.com/en-us/gp/azuresevdetails>.

- **Enhanced.** Enhanced support includes all the features of Basic support along with unlimited 24x7 break/fix technical support through online submission, and <8 hour maximum initial response time for service incidents.
- **Premium.** Premium support includes all the features of Enhanced support with the addition of callback phone support (up to three times a month) and a <2 hour maximum initial response time.
- **Premium Plus.** Premium Plus support includes all the features of Premium support along with proactive monitoring of incidents and elevated access to Microsoft resources and best practices. Included within this plan are services such as the following:
 - <1 hour maximum initial response time for incidents
 - Unlimited callback phone support
 - Escalation management support for priority issues
 - Proactive monitoring of incidents
 - Limited advisory support based on Azure best practice guidance
 - Monthly service reviews

	Basic	Enhanced	Premium	Premium Plus
Unlimited 24x7 subscription and billing inquiries	Yes	Yes	Yes	Yes
Access to Azure Status dashboard	Yes	Yes	Yes	Yes
Access to Azure forums	Yes	Yes	Yes	Yes
Triage of non-Microsoft technologies running on Azure ¹		Yes	Yes	Yes
Unlimited 24x7 break/fix technical support ²		Yes	Yes	Yes
Maximum initial response time		<8 hours	<2 hours	<1 hour
Maximum Microsoft severity ³	C	A	A	A
Callback phone support	email only	email only	3/month	Unlimited
Escalation management				Yes
Advisory Services ⁴				Limited
Monthly Service Reviews ⁴				Yes
Proactive services				Monitoring of Severity A incidents

¹Multiple non-Microsoft technologies run on the Azure platform, e.g., Linux, Oracle, and SAP. Dell Azure support representatives will help in isolating the issue between the Azure Service and the non-Microsoft technologies. Full technical support will be provided if the issue is determined to be caused by an Azure Service. In the case that an adequate solution to your issue is not achieved, you might be referred to other support channels that are available for the non-Microsoft technologies.

²Based on support availability of 24x7 in English for all severities.

³The incident severity is the Microsoft degree of business impact (<https://support.microsoft.com/en-us/gp/azuresevdetail>).

⁴Monthly service reviews and advisory support services related to Premium Plus support are provided in English only during local business hours.

Additional Plan Details

- **Scope.** Support Plans cover all Azure Services covered by this Service Description (see Appendix A for eligible products and SKUs). This Service does not include hardware, software or networking issues covered by Dell ProSupport (<http://www.dell.com/en-us/work/learn/by-service-type-support-services>).

- **Term.** The term of service (“Support Plan Term”) for a paid Support Plan is 6-months. Customers will be billed monthly along with their Azure subscription usage fees. The Customer’s Support Plan Term begins on the purchase date.
- **Offer availability.** Support Plans are available in markets in which Azure Cloud Services from Dell are offered.
- **Renewal policy.** Paid Support Plans do NOT automatically renew. Customers will be notified via e-mail when their Support Plan Term is about to expire. Customers may renew their Support Plan by speaking to a Dell Azure cloud specialist at 1-800-GoAzure. Customers who do not renew their paid Support Plan will receive Basic support after the Support Plan Term for their paid Support Plan ends.
- **Cancellation policy.** Paid Support Plans require a commitment for the Support Plan Term. Cancellation will not result in a pro-rated refund.
- **Upgrades.** Support Plans can be upgraded at any time by speaking with a Dell Azure cloud specialist at 1-800-GoAzure. Upgrades will be effective for a new Support Plan Term effective on the purchase date of the upgraded service. The Customer will receive a credit for the balance of the lower tier service, if there is a balance. This credit will be based on the start date of the upgraded service and only for the balance of the monthly fee for the lower tier service. Downgrades are not possible for the Support Plan Term of the agreement.

Exclusions

For the avoidance of doubt, the following are not covered by any Support Plans:

- Azure services not covered by this Service Description (Appendix A contains a list of covered products and SKUs)
- Creation of Azure implementation and deployment plans
- Custom scripting
- Networking, other than the specific Services covered by this Service Description
- Creation of a digital recovery plan
- Application recovery assessment and readiness for Azure Site Recovery
- Testing of site failover
- Remediation after failover testing
- User access management
- Line of business workloads running within a virtual instance whether on-premise or in the public cloud, unless otherwise specifically indicated as supported by Dell
- Third-party products, applications or services obtained through the Microsoft Azure Marketplace

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