

## Azure FED CSP Service Description

## Introduction to Your Service Agreement

Dell is pleased to provide FED Azure Initial Activation Service as well as ongoing Azure technical support (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). 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 purpose of this service description is to help Dell customers who have purchased a FED Azure Cloud Service Provider subscription activate their Azure Tenancy as well as the expected ongoing technical support for Dell Azure CSP subscription customers. The feature list below includes the scope of support applicable to this service (s).

#### Included Services:

- Business hours are 8am to 5pm Central time, Monday to Friday, holidays excluded. Tickets can be submitted 24 hours a day, however the response time to the ticket will be 4 hours between the business hours listed above.
- Provisioning of the customer's Azure subscription including the enabling the credentials, so the customer can begin adding services.
- With Customer's consent, a Dell technical expert will remotely connect to your system over a secure internet connection to troubleshoot problems.
- · Remote troubleshooting assistance for support issues on active versions of Azure CSP infrastructure.
- Assistance understanding current consumption of service.
- Customer issues regarding their on-premises 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 issue, as deemed by the technician to be caused by 3<sup>rd</sup> party software, the technical expert may recommend a ticket be opened with Microsoft or the company where the software was purchased.
- Backup Azure services. As part of this support, included with Dell Azure CSP subscriptions, Dell will assist customers with setting up and configuring their backups of supported products in Azure.
  - Two types of backups are supported, Microsoft Azure Backup Server and Microsoft Azure Recovery Services
  - A single back up of the customer's choice is configured and a test run is done

#### **Excluded Services:**

- Onsite troubleshooting.
- Any form of consulting or professional services deliverable, including (but not exclusive to) written recommendations; suggested next actions; architecture design; application delivery
- Any form of tenancy creation, design or other service not explicitly included in the above deliverables.
- Any service, task or activity other than those specifically noted in this Service Description
- The development of any intellectual property created solely and specifically for the Customer.
- Hardware troubleshooting, repair and/or dispatching.
- Third-party product support.

# DELL SUPPORT ACCESS TO MICROSOFT CLOUD ENVIRONMENTS Collaborative Microsoft Support

If a problem arises with certain third-party software commonly utilized in conjunction with the Customer's Azure CSP subscription, Dell will serve as a single point of contact, until the problem(s) are isolated and escalated to Microsoft. Specifically, Dell will contact Microsoft and create a "problem incident" or "trouble ticket" on behalf of the Customer, providing the necessary problem documentation. In some cases, Microsoft may require the Customer to open the ticket themselves and then they will allow Dell's technical expert to be involved. Once Microsoft is engaged, Dell will monitor the problem resolution process and obtain status and resolution plans from Microsoft until the vendor resolves the problem by either providing a resolution, outlining steps towards a resolution, workaround, configuration changes, or escalation of a bug report. Upon the Customer's request, Dell will initiate management escalation procedures within Dell and/or Microsoft.

To be eligible for Microsoft assistance, the Customer must have a FED Premier Agreement with Microsoft. If no service agreement exists with Microsoft, the ticket will be open with the standard FED support team which could result in a longer resolution time. Once isolated and reported, Microsoft will provide technical support and resolution for Customer's problem. DELL WILL NOT BE RESPONSIBLE FOR THE PERFORMANCE OF OTHER VENDORS' PRODUCTS OR SERVICES.

## **Severity Levels**

Severity levels will be assigned to Qualified Incidents according to the table below.

Severity	Condition	Dell Response	Customer Role
1	Critical business impact: Customer's production use of the product is so severely impacted that the Customer cannot reasonably continue work, requiring immediate response.	Call back Monday-Friday within four (4) hours of opened ticket when opened Monday-Friday. Telephone troubleshooting; escalation manager intervention if remote diagnosis has not been determined within 90 minutes of call back.	Provide appropriate staff and resources to sustain continuous communication and work efforts. Site-based senior management informed and engaged.
2	Significant business impact: Important product features are unavailable with no acceptable workaround; the infrastructure may be operating but is severely restricted; twenty-four (24) hours/day by seven (7) days/week. Customer resource allocation not available to aid Dell in its response.	Call back Monday-Friday within six (6) hours of opened ticket when opened Monday-Friday. Telephone troubleshooting; escalation manager intervention if remote diagnosis has not been determined within 90 minutes of call back.	Provide appropriate staff and resources to sustain continuous communication and work efforts. Site-based senior management informed and engaged.

Minimal business impact: Product features unavailable but a workaround exists, and the majority of software functions are still useable.

Call back Monday-Friday within (8) hours of opened ticket when opened Monday-Friday. Telephone troubleshooting.

Provide point-of-contact information for case and respond to Dell requests within twenty-four (24) hours.

## **General Customer Responsibilities**

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Authority to Grant Access. The Customer represents and warrants that it has obtained permission for both the Customer and Dell to access and use the supported products, the data located on those products and all hardware and software components for the purpose of providing these Services. If the Customer does not already have that permission, it is the Customer's responsibility to obtain it, at the Customer's expense, before the Customer asks Dell to perform these Services.

Cooperate with Phone Analyst and Expert Technician. The Customer will cooperate with and follow the instructions given by any Dell phone agent or technical expert. Experience shows that most system problems and errors can be corrected over the phone with close cooperation between the user and the technician.

Maintain Azure CSP Infrastructure Releases. The Customer will maintain all necessary updates or releases to the Azure CSP Infrastructure by Microsoft as well as any 3<sup>rd</sup> party software on the platform. The Customer must also ensure installation of remedial patches, software updates or subsequent releases as directed by Dell or Microsoft in order to keep the supported products eligible for this service.

Data Backup; Removing Confidential Data. 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. The 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. In addition, the Customer is responsible for removing any confidential, proprietary, or personal information and any removable media such as SIM cards, CDs, or PC cards regardless of whether an on-site technician is also providing assistance. 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.
- DATA OR VOICE CHARGES INCURRED AS A RESULT OF FAILING TO REMOVE ALL SIM CARDS OR
  OTHER REMOVABLE MEDIA INSIDE SUPPORTED PRODUCTS THAT ARE RETURNED TO DELL.
- 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. The 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 the Customer. Dell does not take responsibility for third party warranties or for any effect that the Services may have on those warranties.

## Offer Specific Customer Responsibilities

- All services will be delivered remotely during normal Dell business hours.
- A Dell Azure Support Team member will be available for the call at a mutually agreed time to accommodate customer's timing within reasonable hours.
- The Initial Activation service is limited to one phone call with a maximum of 20 minutes. Any subsequent discussions will require the purchase of consulting hours.

Customer will manage all Microsoft licensing and subscriptions.

Service Hours. Subject to local law relating to weekly work hours, unless otherwise listed below, this Service will be performed Monday through Friday during normal Dell EMC Services business hours, which is from 8:00 AM to 5:00 PM Central time. No Service activities will take place outside normal business hours or during holidays unless other arrangements have been made in advance in writing.

## **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 the 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 the agreement referenced in the table below (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	Terms & Conditions Applicable to Your Purchase of Dell Services		
Customer Location	Customers Purchasing Dell Services Directly From Dell	Customers Purchasing Dell Services Through an Authorized Dell Reseller	
United States	Dell.com/cloudterms	Dell.com/cloudterms	

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 available for US FED customers. 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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