

Dell Service Description

Client Residency

Introduction

Dell is pleased to provide Client Residency (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.

Description of the Service

This service provides a Resident, who is responsible for assisting the customer with the transition to new technology solutions and/or the optimization of an existing Windows deployment and/or day-to-day operational support and guidance on the management and use of Windows environment. The resident will enhance the customer’s knowledge and help leverage the full potential of their end user solution(s).

Residents are intended for customers who:

- Need to fill a knowledge gap with new technology solutions
- Seek to decrease risks of implementation issues
- Require knowledge of best practices and process improvements
- Seek operational and future technology recommendation(s)
- Have capacity constraints due to staffing or skills gaps
- Require operational or ongoing management assistance
- Seek to leverage standard operating procedures and administrative techniques

This one month service consists of 20 contiguous days of work excluding holidays and weekends (to a maximum of 160 hours). As determined at the time of purchase, this service provides a resident who will deliver the entirety of this Service either onsite at the customer’s location or remotely from an offsite location. The Service can be purchased in monthly increments of up to 12 contiguous months.

Project Scope

A Resident may perform the following over the duration of the engagement:

- Define end user strategy, based on the analysis of customer business goals, objectives and needs
 - Participates with the customer in the strategic design process and translates business needs into technical systems solutions
 - Provide skills and understanding of the industry best practices and methodologies to tie dissimilar solutions
 - Designs and develops Windows solutions for the end user environment
- Review the customer’s operational business objectives and technical requirements for the client environment to bring efficiency in end user processes

- Recommend changes to products and/or procedures that will result in operational optimization of the client environment
- Perform changes in accordance with Dell's and Customer's change management policies
- Developing client device integration processes and implementation methodologies within the customer environment
 - Identification, quantification and management of project and technical risks
 - Technical governance on End User Implementation engagements
- Provide the customer with day-to-day operational tasks, administration activities, and guidance on the management and usage of the Windows environment based on standard procedures
 - Provide analysis of the client environment management and best practice knowledge transfer
 - Perform daily administration activities related to Windows and its management platform
- Reviews IT processes and policies as part of new solution or continuous improvement
 - Assists with the solution documentation of policies and procedures in conjunction with the compliance manager(s) and with other key stakeholders
 - Conduct knowledge transfer for technology features, management and administrator activities, and Standard Operating Procedures
 - Provide the Customer with the applicable documentation

Client Resident Experience and Skills

A Resident is a design and an administrative expert on specific solutions and technologies. This includes, but may not be limited to, experience and/or skills in one or more of the following areas:

Optimizing Windows Deployment

- Experience
 - Deployment of Windows Operating system
 - Modern deployment methodologies
 - Upgrading of Windows PCs
- Skills
 - Proficient with Microsoft Deployment Toolkit (MDT)
 - Proficient with Windows Pro operating system deployment automation (Optimized Deployment)
 - Proficient with Windows/WindowsPro /Windows as a Service (WaaS)
 - Proficient with Connected Configuration
 - Proficient with System Center Configuration Manager (SCCM)
 - Proficient with Windows PowerShell
 - Proficient with Dell Migration Tool (DMT) for standardizing data migration between legacy and new computer systems

Unified Endpoint Management

- Experience
 - Implementing or managing device provisioning
 - Transitioning to the unified management of endpoint devices across the product lifecycle
 - Configuration, deployment, management, maintenance, optimization and basic troubleshooting of Configuration Manager and Intune integration
 - Configuration, deployment, management, maintenance, optimization and basic troubleshooting of VMware Workspace ONE and related solutions
 - Unified Endpoint and Identity Management Integration
 - Configuration and secure unified endpoint activation, registration, and authentication
 - Enrollment methodologies
 - Windows migration and Office deployment
 - Transition to Unified Endpoint Management policies
 - Profiles and scripting
- Skills
 - Proficient with Windows Pro
 - Proficient with Windows Autopilot
 - Proficient with Microsoft Intune
 - Proficient with Microsoft Azure Active Directory
 - Proficient with VMWare Workspace ONE

Endpoint Security

- Experience
 - Setting strategies and policies around protecting data, devices, identity and applications
 - Evaluating compliance, assessing threats and lowering risk
 - Ensuring software is deployed efficiently, tailored to Customer's environment and with best practice policy settings by Dell Endpoint security experts
 - Configuration and custom policy settings
- Skills
 - Proficient with Microsoft BitLocker Drive Encryption
 - Proficient with Microsoft BitLocker Administration and Monitoring
 - Proficient with Microsoft Advanced Threat Protection
 - Proficient with Dell Data Encryption
 - Proficient with Absolute
 - Proficient with Carbonite
 - Proficient with Carbon Black

Imaging and Applications

- Experience
 - Windows Pro image design and development including drivers, patches and customer applications
 - Planning, testing, and managing customers images
 - BIOS configuration and driver management
 - Application compatibility testing, remediation, packaging and virtualization
 - Device and application readiness
 - Single Sign-On for Applications
- Skills
 - Proficient with Dell ImageAssist
 - Proficient with Microsoft Deployment Toolkit (MDT)
 - Proficient with Flexera
 - Proficient with Wise Package Studio
 - Proficient with Microsoft Application Virtualization (App-V)
 - Proficient with VMWare ThinApp
 - Proficient with VMWare Horizon

Client Device Operations

- Experience
 - Management of everyday client and end user administration activities
 - Management of Windows devices, applications and data
 - Improvement of operational efficiencies
 - Scripting and task sequencing techniques
 - Leading/executing requirements gathering and User Acceptance Testing (UAT) Services
 - Establishment of and execution of proven methodologies for policies and profiles
 - Administration and maintenance of the client environment (from management of user and corporate data to patching and updates)
- Skills
 - Proficient with Dell Command Suite
 - Proficient with Dell Migration Tool (DMT)
 - Proficient with User State Migration Tool (USMT)
 - Proficient with System Center Configuration Manager (SCCM)
 - Proficient with Windows PowerShell

Personal Skills and Qualifications

- Management of the Customer relationship
- Experience prioritizing and providing guidance for the execution of a full range of service tasks

- Strong technical (hardware and software), communication, and interpersonal skills to interact with management, business unit contacts, technical resources, OEMs and vendors

Service Engagement

The service engagement will reflect the Customer's and/or channel partner's preferences. Where appropriate, Dell or one of its channel partners will provide the Customer with the following in connection with the Services:

- Presales scoping
 - Dell and/or one of its channel partners will discuss the customer's requirements and align them to the aforementioned Experience(s) and Skill(s)
 - These requirements will be the officially documented in a Questionnaire which will be used as the plan of record for the duration of the Service
- Kick-off meeting
 - After the service has been ordered, a Dell Project Manager will initiate a discussion with the Customer and/or channel partner to start the service
 - During the kick-off meeting, the timeline to find and onboard resident and the customer's contact preferences for the duration of residency and other project specific details will be established
 - Dell will, in its sole discretion, determine the appropriate Resident(s) necessary to complete the Service.
- Residency Starts
 - Once the Residency has started, the Dell Project Manager will provide weekly status reports and will act as the primary point of contact for questions related to the overall Service engagement
 - For engagements longer than one month, the Dell Project Manager will conduct monthly check-in meetings with the Customer and/or channel partner
 - In the event the assigned Resident becomes unavailable due to illness, civic duties, military service, training, or personal unforeseen time off, another Resident will be identified by Dell and communication to the Customer will occur before the change in the Resident resource occurs.
- Service close out
 - Upon completion of the residency, the Dell Project Manager will obtain confirmation from the Customer and close the project

Assumptions

Dell has made the following specific assumptions while specifying the Services detailed in this Service Description:

- All information provided by Customer regarding site technical requirements / architecture is materially correct.
- Resident(s) will remain under the sole direction and responsibility of Dell and the execution of the Services under Dell's surveillance; therefore, they shall, under no circumstances or events, be considered or assimilated to Customer's employees.
- A Resident with the necessary experience and skill(s) can be found within the Customer's timeline. If not the case, the Service may be cancelled.

Exclusions

For the avoidance of doubt, the parties acknowledge and agree that Dell is not responsible for any Customer and/or third-party personnel, hardware, software, equipment or other assets currently utilized in the Customer's operating environment, and that the following activities are not included in the scope of this Service Description:

- Any Dell training, services, tasks or activities other than those specifically noted in this Service Description
- Service of Non-client products and non-Windows environments
- Travel to a Customer's site located 100 miles outside of a major metropolitan area.
- Development of any intellectual property created solely and specifically for the Customer
- Specific deliverables or outcomes. The Service is performed by Expert(s) with a given skillset for a fixed block of time. Dell will use the Customer's list of priorities to maximize the output of work and to meet the agreed upon goal plans. Any activities or services, the performance of which would require Dell to work beyond this fixed block of time, are outside the scope of Service.
- These Experts (s) will remain the employee of Dell or of Dell's contracted delivery partner for all purposes and remain under their employer's administrative and hierarchical control. When performing the services, Experts (s) must not under any circumstances legally or factually be regarded as part of Customer's workforce or temporary personnel.
- Provision of specific deliverables within a set time frame. Dell does offer fixed price, fixed deliverable services outside the scope of this Service.
- A replacement for Dell's Managed Services, Managed Deployment Services, QuickStart, Support Services, Consulting Services, application development, and ProDeploy Services.
- Any integration of the Resident(s) into the operations of the Customer.

Upon request by the Customer, Dell or the channel partner will provide a proposal for such out of scope services. This Service Description does not confer on the Customer any warranties which are in addition to the warranties provided under the terms of your master services agreement or Agreement, as defined below, as applicable.

Offer-Specific Customer Responsibilities

Customer's timely provision to Dell of office accommodations, facilities, equipment, assistance, cooperation, complete and accurate information and data from Customer officers, agents, and employees, suitably configured computer products, and network access is essential to the performance of the Services set forth in this document whether the resident is onsite or remote. The following are the additional responsibilities of Customer:

- Provide at least one technical contact with system administration responsibilities and appropriate system/information access privileges.
- Provide input to the Questionnaire and adhere to its requirements once established
- Ensure that all environment, technical and operational requirements are met prior to commencement of the Services.
- Impact evaluation of scheduling and downtime within the environment, and providing appropriate availability for Resident as needed to perform the Service

- Provide Dell personnel with access to the Customer's subject matter experts, systems and networks (including, without limitation, remote systems/ network access) necessary to perform the Services during Dell's normal business hours (or other mutually agreed upon times).
- Provide support from technical support teams for all vendors and third parties, as necessary
- All connectivity, performance, and configuration issues of the Customer's network for the duration of the Service
- Provide input for project closeout at the end of the service term
- Customer shall pay all the Resident's travel expenses incurred in the case where the Customer's site is located 100 miles outside of a major metropolitan area
- Active participation in the selection process of a Residency candidate, where relevant; including, but not limited to, review of resumes, scheduling and participation in interview process, and final candidate selection
- Refer any Resident related issues or concerns to the designated Dell project manager

General Customer Responsibilities

Arms Length. Customer must not integrate the Residents into its operations similar to its own employees. Customer must not allow the Residents access to social institutions (e.g. Gym.. etc.) at the customer company in the same way it does to its employees. Customer further must not interact with the Resident(s) in a way it would with its own employees. Any organizational discussions (e.g. holiday, sick leave, work quality etc.) must only be addressed through a Dell project manager, never to the Resident(s).

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. Where allowed by law, 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 not be responsible for the restoration or reinstallation of any programs or data.

The following limitation of liability provisions do not apply in Germany, Austria, Switzerland and France, where the limitation of liability provisions as set out in the Agreement will apply. Further to the limitation of liability provisions as set out in the Agreement, the liability for loss of data is further limited to the costs of reinstalling the backup in these countries.

Unless otherwise required by applicable local laws, 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.

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, unless otherwise listed below, will be performed Monday through Friday during normal Dell business hours, which is from 8:00 AM to 6:00 PM Customer local time:

Country	Normal Dell Business Hours
St. Kitts, St. Lucia, St. Vincent, Trinidad, Virgin Islands, Rest of English speaking Caribbean	Monday thru Friday from 7:00 AM to 4:00 PM
Barbados, Bahamas, Belize, Costa Rica, Denmark El Salvador, Finland, Grand Cayman, Guatemala, Honduras, Jamaica, Norway, Panama, Puerto Rico, Rep. Dominicana, Suriname, Sweden, Turks and Caicos	Monday thru Friday from 8:00 AM to 5:00 PM
Australia, Bermuda, China, Haiti, Japan, Netherland Antilles, New Zealand, Singapore, Thailand	Monday thru Friday from 9:00 AM to 5:00 PM
Argentina, Brazil, Ecuador, France, India, Indonesia, Italy, Korea, Malaysia, Paraguay, Taiwan, Uruguay	Monday thru Friday from 9:00 AM to 6:00 PM
Bolivia, Chile	Monday thru Friday from 9:00 AM to 7:00 PM
Middle East	Sunday thru Thursday from 8:00 AM to 6:00 PM
Hong Kong	Monday thru Friday from 9:00 AM to 5:30 PM

No Service activities will take place outside normal business hours or during local 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 Order Form for the purchase of this Service. This Service is provided subject to and governed by Customer’s separate signed 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 as 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 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/CTS	Dell.com/CTS
Canada	Dell.ca/terms (English) Dell.ca/conditions (French-Canadian)	Dell.ca/terms (English) Dell.ca/conditions (French-Canadian)
Latin America & Caribbean Countries	Local Dell.com country-specific website or Dell.com/servicedescriptions/global .*	Local Dell.com country-specific website or Dell.com/servicedescriptions/global .*
Asia-Pacific-Japan	Local Dell.com country-specific website or Dell.com/servicedescriptions/global .*	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	Local Dell.com country-specific website or Dell.com/servicedescriptions/global .* In addition, customers located in France, Germany and the UK can select the applicable URL below: France: Dell.fr/ConditionsGeneralesdeVente Germany: www.Dell.de/Geschaeftsbedingungen UK: Dell.co.uk/terms	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.

* 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&s=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.

If there is a conflict between the terms of any of the documents that comprise this Agreement, the documents will prevail in the following order: (i) this Service Description; (ii) the Agreement; (iii) the Order Form. Prevailing terms will be construed as narrowly as possible to resolve the conflict while preserving as much of the non-conflicting terms as possible, including preserving non-conflicting provisions within the same paragraph, section or sub-section.

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

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 services purchased with such hardware.

C. Commercially Reasonable Limits to Scope of Service. Dell may refuse to provide Service if, in its commercially reasonable 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.

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 and Subcontracting. Dell may subcontract this Service and/or assign this Service Description to qualified third party service providers who will perform the Service on Dell’s behalf.

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, 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.

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.

H. **Service Expiration.** Customer shall have six (6) months from the date of Dell's invoice to use the Services described herein ("**Service Period**"). The Services shall automatically expire on the last day of the Service Period, unless otherwise agreed by Dell, and provided that Dell and Customer will comply with applicable laws, and in the event of a conflict between this provision and Customer's master agreement that authorizes the purchase of these Services, then such master agreement will take precedence over this Service Description. Completion of the Scope of Services described in this Service Brief and delivery of Deliverables to Customer, if applicable, shall constitute full performance of the Services notwithstanding any amount of time or hours set forth on any quote or invoice that Customer receives describing the Services. Under no circumstances shall Customer be entitled to a credit or refund of any unused portion of the Services unless otherwise agreed between Dell and Customer, and provided that Dell and Customer will comply with applicable laws, and in the event of a conflict between this provision and Customer's master agreement that authorizes the purchase of these Services, then such master agreement will take precedence over this Service Description.

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