



# Service Description

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## Dell Managed Service Program

### Introduction

Dell is pleased to provide the Dell Managed Service Program (the “Service(s)”) in accordance with this Service Description (“Service Description”). Your quote, order form or other mutually-agreed upon form of invoice or order acknowledgment (as applicable, the “Order Form”) will include the name of the service(s) and available service options that you purchased. For additional assistance or to request a copy of your service contract(s), contact Dell Technical Support or your sales representative.

### The Scope of This Service

#### Description of Services

- a. **End User Customer Location.** Customers will have locations throughout the Continental US.
- b. **Services Overview.** Advanced and Premium version of the Service are available along with add-on options:
  - Dell Managed Service Advanced Program (the “Advanced Service”) includes remotely delivered monitoring, alerting and patching services for the following device types: Servers Networking Devices, Workstations (Desktop and Laptops) and Smart Devices, as described further in Appendix A.
  - Dell Managed Service Premium Program (the “Premium Service”) includes remotely delivered monitoring and patching as well as Remote Help Desk support for the following devices: Servers Networking Devices, Workstations (Desktop and Laptops) and Smart Devices, as described further in Appendix B.

#### Add-on Options:

- On site dedicated resources – Either full time or 50 % of the time a resource will be on-site at Customer’s location, as described further in Appendix C.
- Prescheduled On-site supplemental visits – Prescheduled visits will be either 4 or 8 hour durations and can be procured in monthly bundles of 2, 4, or 8 prescheduled visits, as described further in Appendix D.

The table below lists those features that are included in the Advanced and Premium Service.

Dell Preferred Accounts MS Program		
	Advanced	Premium
<b>Server NOC Monitoring</b>		
<b>Server Monitoring</b>	Included	Included
Server up/down monitoring	Included	Included
Windows Service(s) availability	Included	Included
Performance monitoring: CPU, Memory, Paging File & Disk Space monitoring	Included	Included
Event log monitoring	Included	Included
Website up/down monitoring	Included	Included
<b>Alert Escalation</b>	Included	Included
Analyze and Escalate the alerts as per escalation matrix	Included	Included
<b>Windows Patch Management</b>	Included	Included
Microsoft Security and Critical Patches	Included	Included
<b>Anti-Virus Management</b>	Included	Included
Automated Scans	Included	Included
Latest Definition Updates	Included	Included
<b>Back Up Management</b>	Included	Included
Monitor backups for failure	Included	Included
<b>Server and SAN Management and Support</b>		Included
<b>Network Device NOC Monitoring</b>		
<b>Monitoring and Alerting</b>	Included	Included
Monitor the supported Network device such as switch, firewall, router, and wireless access points	Included	Included
Validate and triage alerts	Included	Included
Alert as per escalation matrix	Included	Included
<b>Network Device Management and Support</b>		Included
<b>Desktop and Laptop</b>		
<b>Monitoring and Patch Management</b>	Included	Included
Microsoft Security and Critical Patches	Included	Included
<b>Smart Devices</b>		
<b>Monitoring and Patch Management</b>	Included	Included
Microsoft Security and Critical Patches	Included	Included
Synchronization assistance		Included
<b>End User Help Desk and Coverage</b>		
<b>12x5x5 support</b>		Included
Resolution for all device related issues		Included
<b>7x24 support</b>	optional	Up Lift
Resolution for all device related issues		Up Lift
<b>Onsite Resolution</b>		
For issues that cannot be remotely resolved		Included
		Included
<b>Options</b>		
<b>Onsite Support:</b>	Network or Desktop skillset Full time or 50% of the time	
<b>Prescheduled Onsite Visits:</b>	Either 4 or 8 hours site visits. Available in 2, 4, and 8 event bundles.	

- c. **Advanced and Premium Service Device Identification & Preventative Checklist.** Dell's performance of the Service is based on Customer's accurate completion of the Device Identification & Preventative Checklist (the "Checklist") set forth on Appendix E. Once submitted, any change to the Checklist must be mutually agreed upon by Customer and Dell.
- d. **Service Level Agreements.** If Customer purchases Remote Help Desk Services, such services will be provided in accordance with the service level agreements ("SLAs") set forth in Appendix F. SLAs are for measurement and reporting purposes only. Any failure on the party of Dell to satisfy any SLA will not entitle Customer to any credit or other remedy. Service Level Management is described below:

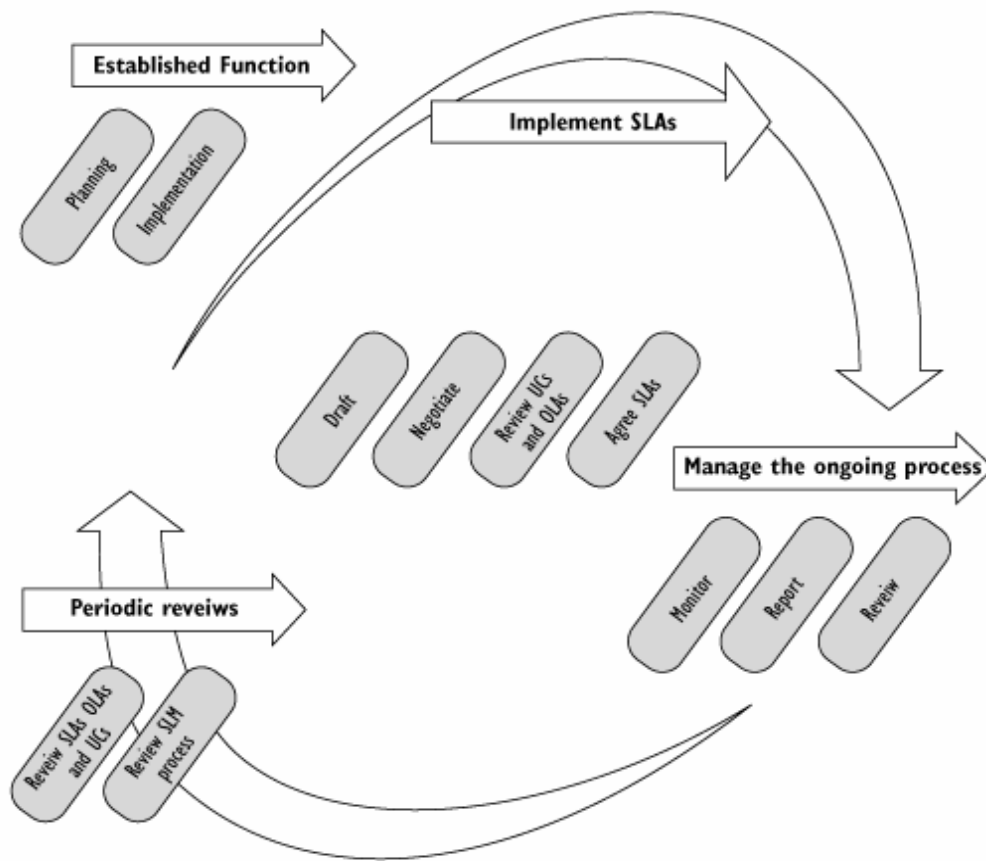
### Service Level Management

Dell will supply Customer with a variety of tools that are designed to capture, measure, and report on service volumes, service level and operational level metrics. These tools include:

- Dell to act as the Customer single point of contact for SLA compliance
- Performance Charts
- Periodic Performance Reports and Reviews
- Customer Satisfaction Surveys
- Executive Dashboard

These tools are tied to a Service Level Management process that standardizes the methods used to collect and report the service level data.

The following diagram provides an overview of the Service Level Management Process:



### Service Level and Operational Level Management Process

Data is gathered throughout the lifecycle of a given service request or incident. Each activity has a unique code to which agents and technicians register time while performing various work functions. This logging function becomes the basis for service level reporting and management, as well as root cause analysis for future improvements in service delivery.

### Service Level Summary Performance Charts

As part of performance level reporting, summary charts will provide the performance levels that are being achieved in critical service and support areas. It is imperative that this information be tracked at the lowest level possible to ensure visibility on SLA compliance at each Customer site. Service level reports (explained below) are generated based on information extracted from the various systems.

## Daily, Weekly & Monthly Performance Reporting

At contract startup, Dell and Customer will work together to define the details of the Performance Reporting requirements. Typically, this includes a reporting package, along with related presentations, showing performance for each service category, and compliance to the SLA. During reporting sessions Dell and Customer will define mutually agreed to concerns and issues that might indicate any performance degradation. Dell will escalate any Service concerns or user complaints to the Customer-designated manager(s) for review. Dell will follow mutually agreeable escalation procedures to address any critical Service issues, and will work with Customer to define a Problem Management process.

## Executive Dashboard

An executive dashboard is configured to display live information regarding ticket volumes, SLA attainment status, critical outages and alerts, and location-by-location or region-by-region information regarding service delivery. The dashboard is browser-based and utilizes the data out of either Dell or Customer's configuration management database and incident management systems to display custom views of Service delivery information based on user permissions.

### e. Network Discovery

While transition is a challenging undertaking, Dell has developed an approach and methodologies to achieve the desired operating environment in an efficient and cost-effective manner. The result is a flexible approach to:

- Establish a firmly grounded relationship built on trust to create a collaborative and inclusive IT management environment
- Foster a sense of involvement and choice for transitioning employees to retain key knowledge and experience of the business
- Implement a risk mitigation strategy to minimize impact
- Control the reliability and predictability of IT services during transition to ensure stable business operations
- Continuously improve IT service management to meet new business initiatives

The Customer's network is eligible for monitoring and support under this Service Description provided it is in good condition and Service serviceability requirements and site environmental conditions are met. Dell reserves the right to inspect the network. Customer will supply a diagram of the network, and an inventory of all IT assets receiving Service.

### f. On Boarding Steps

- Project Kick Off –to start Dell MS Support Program
- Discovery Assessment
- Design Remediation Plan during onboarding
- Setup all Dell Support tools
  - Setup and Implement RMM tools for full monitoring and management
  - Setup VPN access as needed
- Deliver Communication Plan to employees - train on how to request support, set expectations for response and how to communicate with the Remote Help Desk.

- Go Live
- Customer Review Meeting

Subject to local law relating to weekly work hours, unless otherwise noted herein, this Service will be performed Monday through Friday 8:00AM to 8:00PM EST:

No Service activities will take place during local holidays unless other arrangements have been made in advance in writing.

## Exclusions

For the avoidance of doubt, the following activities are not included in the scope of this Service Description:

- Any services, tasks or activities other than those specifically noted in this Service Description.
- The Service does not include the development of any intellectual property created solely and specifically for the Customer.
- Cost of consumables, replacement parts, hardware, software, network upgrades and associated services.
- Except as otherwise stated in of this Service Description all Server, Network Device and Software upgrades.
- Manufacturer warranty parts and labor/services.
- Customer printers (whether stand-alone or network attached).
- Any non-support or administrative-oriented activities such as technical projects, including but not limited to, PC deployments, hardware upgrades, and software installations.
- Mass Installation of software – new or re-installation.
- File restoration and data backup.
- Problems occurring in applications or devices not listed on the agreed upon Checklist.
- Mass setup of new devices, PCs or peripherals.
- Certain third party or custom application support, unless mutually agreed by Dell and Customer.
- In the event a device is too old or is being used for tasks that are greater than the device was designed for, Dell reserves the right to remove such items from the Service.
- Although Dell will design a Remediation Plan, any actual remediation work, if performed, will be subject to a separately signed professional services engagement.

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.

## Service Requirements and Limitations

The following service requirements and limitations apply:

1. Under normal Remote Help Desk support conditions, there is no call limit on how many times Customer may contact Remote Help Desk support.
2. A hardware support agreement to be active and in place for each managed device subject to Service.
3. Periodic reboots for such devices as firewalls, routers, and servers are required to apply/activate critical update patches and configuration changes. Dell's support services within this agreement are predicated upon the Customer's support and commitment to providing time/scheduling for network device reboots with its staff and/or users support.
4. Virus mitigation within the scope of this agreement is predicated on Customer satisfying recommended backup schemes and having appropriate anti-virus software with current updates.

5. This agreement and support services herein are contingent on Customer's granting Dell (or Dell's subcontractor) permission to have secure remote access into Customer network (e.g. VPN, NTR, Citrix GoToAssist, Telnet, SSH, RAS or other solution expressly approved by Dell). Depending on the remote access solution utilized, additional connectivity charges may apply.
6. Dell is not responsible for Customer-made changes to the network, including if Customer's or other third-party personnel affect configuration changes to managed network devices or servers.
7. A direct-inward dial (DID) connection via a Dell provided toll-free number must be utilized for all Remote Help Desk support services in order for reporting. Dell is not responsible for loss of use of the network or for any other liabilities arising from alterations, additions, adjustments or repairs which have been made to the network.
8. Dell reserves the right to suspend or terminate the Service if conditions at the Service site pose a health or safety threat.
9. Customer must provide a single point-of-contact to address Service-related questions or issues.
10. If any of the volumetric assumptions used to scope the Service (including, time on task, locations, service consumption, and/or configuration factors and excluding estimated hours or expenses) relied on by Dell vary by +/- five percent, Dell reserves the right to adjust the pricing to reflect such variances.
11. Under the Premium Service, the on-site response for problems that cannot be resolved remotely will be next business day, Monday through Friday, assuming the call comes in before 4:00 EST.

## 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.

**Nonsolicitation.** Customer will not, without Dell's prior written consent, for a period of two years from the end of the term listed on your Order Form, directly or indirectly, solicit for employment any Dell employee (or third-party service provider employee performing Services on behalf of Dell) with whom you have come in contact in connection with Dell's performance of the Service; provided, however, that general advertisements and other similarly broad forms of solicitation will not constitute direct or indirect solicitation hereunder and you are permitted to solicit for employment any employee that has been terminated or has resigned his or her employment with Dell prior to the commencement of employment discussions with you.

**Customer Cooperation.** Customer understands that without prompt and adequate cooperation, Dell will not be able to perform the Service or, if performed, the Service may be materially altered or delayed. Accordingly, Customer will promptly and reasonably provide Dell with all cooperation necessary for Dell to perform the Service. If Customer does not provide reasonably adequate cooperation in accordance with the foregoing, Dell will not be responsible for any failure to perform the Service and Customer will not be entitled to a refund.

**On-site Obligations.** Where Services require on-site performance, Customer will provide (at no cost to Dell) free, safe and sufficient access to Customer's facilities and environment, including ample working space, electricity, safety equipment (if applicable) and a local telephone line. A monitor or display, a mouse (or pointing device), and a keyboard must also be provided (at no cost to Dell), if the system does not already include these items.

**Data Backup.** Customer will complete a backup of all existing data, software and programs on all affected systems prior to and during the delivery of this Service. Customer should make regular backup copies of the data stored on all affected systems as a precaution against possible failures, alterations, or loss of data. **DELL WILL HAVE NO LIABILITY FOR:**

- **ANY OF YOUR CONFIDENTIAL, PROPRIETARY OR PERSONAL INFORMATION;**
- **LOST OR CORRUPTED DATA, PROGRAMS OR SOFTWARE;**

- **DAMAGED OR LOST REMOVABLE MEDIA;**
- **THE LOSS OF USE OF A SYSTEM OR NETWORK; AND/OR**
- **FOR ANY ACTS OR OMISSIONS, INCLUDING NEGLIGENCE, BY DELL OR A THIRD-PARTY SERVICE PROVIDER.**

Dell will not be responsible for the restoration or reinstallation of any programs or data.

**Third Party Warranties.** These Services may require Dell to access hardware or software that is not manufactured by Dell. Some manufacturers' warranties may become void if Dell or anyone else other than the manufacturer works on the hardware or software. Customer will ensure that Dell's performance of Services will not affect such warranties or, if it does, that the effect will be acceptable to Customer. Dell does not take responsibility for third party warranties or for any effect that the Services may have on those warranties.



## Terms & Conditions

This Service Description is entered between you, the customer (“you” or “Customer”), and the Dell entity identified on your invoice for the purchase of this Service. This Service is provided subject to and governed by Customer’s separate signed master services agreement with Dell that explicitly authorizes the sale of this Service. In the absence of such agreement, depending on Customer’s location, this Service is provided subject to and governed by either Dell’s Commercial Terms of Sale or Dell’s standard Customer Master Services Agreement (as applicable, the “Agreement”). 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.

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 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 [www.dell.com/servicedescriptions/global](http://www.dell.com/servicedescriptions/global).

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.

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	<a href="http://www.dell.com/CTS">www.dell.com/CTS</a>	<a href="http://www.dell.com/CTS">www.dell.com/CTS</a>
Canada	<a href="http://www.dell.ca/terms">www.dell.ca/terms</a> (English) <a href="http://www.dell.ca/conditions">www.dell.ca/conditions</a> (French-Canadian)	<a href="http://www.dell.ca/terms">www.dell.ca/terms</a> (English) <a href="http://www.dell.ca/conditions">www.dell.ca/conditions</a> (French-Canadian)
Latin America & Caribbean Countries	Local <a href="http://www.dell.com">www.dell.com</a> country-specific website or <a href="http://www.dell.com/servicedescriptions/global">www.dell.com/servicedescriptions/global</a> .*	Local <a href="http://www.dell.com">www.dell.com</a> country-specific website or <a href="http://www.dell.com/servicedescriptions/global">www.dell.com/servicedescriptions/global</a> .*
Asia-Pacific-Japan	Local <a href="http://www.dell.com">www.dell.com</a> country-specific website or <a href="http://www.dell.com/servicedescriptions/global">www.dell.com/servicedescriptions/global</a> .*	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.

<p>Europe, Middle East, &amp; Africa</p>	<p>Local <a href="http://www.dell.com">www.dell.com</a> country-specific website or <a href="http://www.dell.com/servicesdescriptions/global">www.dell.com/servicesdescriptions/global</a>.*</p> <p>In addition, customers located in France, Germany and the UK can select the applicable URL below:</p> <p>France: <a href="http://www.dell.fr/ConditionsGeneralesdeVente">www.dell.fr/ConditionsGeneralesdeVente</a></p> <p>Germany: <a href="http://www.dell.de/Geschaeftsbedingungen">www.dell.de/Geschaeftsbedingungen</a></p> <p>UK: <a href="http://www.dell.co.uk/terms">www.dell.co.uk/terms</a></p>	<p>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.</p>
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\* Customers may access their local [www.dell.com](http://www.dell.com) website by simply accessing [www.dell.com](http://www.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 <http://www.dell.com/content/public/choosecountry.aspx?c=us&l=en&s=gen>.

## Additional Terms & Conditions Applicable to Consulting & Managed Services

**1. Term of Service.** This Service Description commences on the date listed on your Order Form and continues through the term (“**Term**”) indicated on the Order Form. As applicable, the number of systems, licenses, installations, deployments, managed end points or end-users for which Customer has purchased any one or more Services, the rate or price, and the applicable Term for each Service is indicated on Customer’s Order Form. Unless otherwise agreed in writing between Dell and Customer, purchases of Services under this Service Description must be solely for Customer’s own internal use and not for resale or service bureau purposes.

### 2. Important Additional Information

- A. Rescheduling.** Once this Service has been scheduled, any changes to the schedule must occur at least 8 calendar days prior to the scheduled date. If Customer reschedules this service within 7 days or less prior to the scheduled date, there will be a rescheduling fee not to exceed 25% of the price for the Services. Any rescheduling of the Service will be confirmed by Customer at least 8 days prior to commencement of the Service.
- B. Payment for Hardware Purchased With Services.** Unless otherwise agreed to in writing, payment for hardware shall in no case be contingent upon performance or delivery of consulting or managed services purchased with such hardware.
- C. Commercially Reasonable Limits to Scope of Service.** Dell may refuse to provide Service if, in its opinion, providing the Service creates an unreasonable risk to Dell or Dell’s Service providers or if any requested service is beyond the scope of Service. Dell is not liable for any failure or delay in performance due to any cause beyond its control, including Customer’s failure to comply with its obligations under this Service Description.
- A. Optional Services.** Optional services (including point-of-need support, installation, consulting, managed, professional, support or training services) may be available for purchase from Dell and will vary by Customer location. Optional services may require a separate agreement with Dell. In the absence of such agreement, optional services are provided pursuant to this Service Description.
- B. Assignment.** Dell may assign this Service and/or Service Description to qualified third party service providers.
- C. Cancellation.** Dell may cancel this Service at any time during the Term for any of the following reasons:
- Customer fails to pay the total price for this Service in accordance with the invoice terms;
  - Customer is abusive, threatening, or refuses to cooperate with the assisting analyst or on-site technician; or
  - Customer fails to abide by all of the terms and conditions set forth in this Service Description.

If Dell cancels this Service, Dell will send Customer written notice of cancellation at the address indicated on Customer’s invoice. The notice will include the reason for cancellation and the effective date of cancellation, which will be not less than ten (10) days from the date Dell sends notice of cancellation to Customer, unless local law requires other cancellation provisions that may not be varied by agreement. If Dell cancels this Service pursuant to this paragraph, Customer shall not be entitled to any refund of fees paid or due to Dell.

- D. Geographic Limitations and Relocation.** This Service is not available at all locations. Service options, including service levels, technical support hours, and on-site response times will vary by geography and certain options may not be available for purchase in Customer’s location, so please contact your sales representative for these details.

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## Appendix A – Advanced Service

The Advanced Service includes remotely delivered monitoring, alerting and patching services for the following device types: servers, networking, workstations and smart devices.

### Advanced Service Description

The Advanced Service includes a comprehensive technology solution to support small and medium sized businesses that have a need for managed IT services. The Advanced Service focuses on preventive maintenance and diagnosis, anticipating and addressing potential problems before they occur.

Dell can work with the Customer 's existing IT department as support experts and assist their internal engineering staff with preventive maintenance and diagnosis, anticipating and addressing potential problems before they occur.

The Advanced Service can monitor, alerting and patching the Customer 's hardware and software at Customer's facility for the entire network including:

- Servers (physical and virtual),
- Firewalls,
- Switches,
- SAN, backups,
- Desktops and Laptops,
- Email Servers,
- File Servers,
- Application Server Management,
- Web Servers,
- DMZ management and
- Wireless network access.

The Advanced Service can also monitor virtual server assets in the cloud.

### Scope

The Advanced Service includes the following features:

- Network Operations Center (NOC) monitoring 7x24 and remote response 24 x 7 with the 7x24 option.
- Customer relationship management with a dedicated account representative, weekly issue review and check-in conference calls
- Customer web portal for issue and project review, inventory control
- Maintenance via patch management, antivirus definition and scan management, event log review, drive space monitoring and Microsoft recommended maintenance
- Periodic system consultation to coordinate short term and long term IT strategy along with a quarterly system full analysis
- Managed Services with server, network, and Workstation monitoring and reporting via the Customer portal

## Monitoring and Performance

Dell remote monitoring monitors devices—including non-Dell devices and certain popular applications—tracks and trends on performance, alerts potential IT issues, helps resolve them through several remediation capabilities, and generates reports that illustrate the value of service. Automation and quality are two key tenants of our monitoring services. The following are key design features:

**Notifications**—Generate and transmit alerts by e-mail, pager, and e-mail-enabled cell phones when a critical event occurs in the environment. The notification format is customizable to easily integrate with any ticketing product that can create tickets from an email.

**Policy-based provisioning**—Define monitoring policies and assign them. About 2,000 default policy monitoring components are included to speed deployment and deliver industry best practices.

**Easy-to-use user interface**—Intuitive graphical interface allows faster ramp up of new employees by reducing the learning curve. Tabbed info pages consolidate information from multiple sources into one comprehensive view.

**Integrated knowledge base**—Hot-link alerts to best practices for resolution, enabling staff to perform remediation.

**Performance**—Store, trend, and report on dozens of performance statistics such as CPU, memory, disk, and interface utilization. Generate alerts on threshold violations, with automatic **clearing capabilities**.

**Patch management**—Scan for missing patches and deploy updates to one or multiple Windows devices. We control post-install system reboots to minimize disruption, and multi-tiered deployment reduces network bandwidth required to download and install patches.

**Firewall monitoring**—Monitor and report on firewall performance.

**Data Backup and Restoration** – Dell can provide remote monitoring of each system’s online backup software function and update or repair online backup software, as required. Assuming Customer-provided software will perform these tasks.

Dell can monitor your platform 24x7 with our own managed services technology so we are automatically alerted to potential problems. Many issues can be corrected by our support staff without you even noticing a problem. We electronically update patches, upgrades, and new features, to free your staff from hardware and software maintenance activities.

### Additional Service Features

In addition to the features described above, the following features also apply to the Advanced Service:

<b>Server Monitoring</b>	Server up/down monitoring Windows Service(s) availability Performance monitoring: CPU, Memory, Paging File & Disk Space monitoring Event log monitoring Website up/down monitoring
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<b>Alert Escalation</b>	Analyze and Escalate the alerts as per defined escalation matrix
<b>Windows Patch Management</b>	Microsoft Security and Critical Patches
<b>Anti-Virus Management</b>	Automated Scans Latest Definition Updates
<b>Back-up Management</b>	Monitor backups for failure
<b>Network Device Advanced</b>	
<b>Monitoring and Alerting</b>	Monitor the supported Network device such as switch, firewall, router and wireless access points Validate and triage alerts Alert as per escalation matrix
<b>Windows Patch Management</b>	Microsoft Security Patches for OS, IE and MS Office
<b>Anti-Virus Management</b>	Automated Scans Latest Definition Updates

## Appendix B – Premium Service

The Premium Service includes all Advanced Services plus end user remote help desk support and management for devices as well as on-site support for the following devices: server, SAN, networking, workstations and smart devices.

### Premium Service Description

Premium Service includes IT expertise and best practices, along with the technology expertise to help you run your business, including:

- North American Remote Help Desk — All user support is delivered from native English speakers in North America
- One-Call Resolution — 80+% of incidents are resolved on the first call
- Dedicated 800 Number & Personalized Greeting — Our Remote Help Desk can answer as your company name and augment your service delivery capability without the burden of expanding or managing an in-house team
- Multi-platform Support — Comprehensive support for Windows and Mac systems & devices
- Tiered Service Levels & Custom Support Capabilities
- Advanced Reporting — Web-based incident reporting & ticket tracking
- On-Site resolution for issues that cannot be resolved remotely

The Remote Help Desk will make every effort to resolve technical support issues at the time of the initial service call using the following approach:

- Each call has a ticket created in the Remote Help Desk ticket queue where it will be assigned to a Level 1 technician.
- Provide Incident Management and Service Request processing via phone, email or Self Service Portal.
- Route Remote Help Desk tickets, as appropriate
- Communicate availability to End User of any self-support tools: such as on-line knowledge bases, frequently asked questions (FAQs) and problem solving tools.
- Provide Remote Help Desk technical remedies and standard fixes
- Coordinate escalation of tickets to Level 2
- Perform equipment troubleshooting and assign to 3rd party resolver in accordance with Customer's agreements with such 3rd party providers (e.g. Dell ProSupport and hardware warranty).
- Track and document Incidents and formulate trend analysis
- Utilize remote view and remote control capabilities to assist in Incident resolution
- Provide Customer with a Dell toll-free number for all US and Canada domestic traffic. At the Customer's request, Dell can also provide a dedicated toll-free number for Customer, which can be answered with a customize greeting or branded as the Customer.
- Provide Remote Help Desk Incident management tool as the system of record.
- Incident management system license(s) for use by Customer for Level 2 and Level 3 Remote Help Desk resolver escalations where appropriate (cost per service technician)
- Provide reports of performance measurements



- Provide on-line Customer Satisfaction Survey at ticket closure
- Schedule periodic review service meetings at a mutually agreed place and time
- Record incoming calls for Quality monitoring purposes (optional)
- Provide Web portal access to Customer and their End Users to enable them to view Remote Help Desk Incidents, status of open Remote Help Desk Incidents, and access to self-support knowledge base.
- Provide support services for Microsoft Windows XP or newer, and Mac OS 9 or newer
- Provide Support for Android devices, Apple iPhone 3 or newer devices and, iPad 2 or newer tablets
- Provide support services for all Blackberry devices
- Assign a designated Service Delivery Manager/Team Lead to act as the services liaison and focus on Service Level Management responsibilities.

Along with the Remote Help Desk, the Premium Service offers server management and NOC monitoring, network device management and monitoring and workstation preventative maintenance. The Premium Service also offers on-site support for hardware and software at your facility for servers, workstations and laptops.

The following support-specific features apply:

<b>Workstation Phone Support</b>	Device based (rather than per user) 24/7 North American-based Phone Support Troubleshoot and fix issues Workstation systems support for Windows and Mac Anti-virus/spyware monitoring Software installation assistance PC/Network/connectivity troubleshooting
<b>Server Monitoring</b>	Server up/down monitoring Windows Service(s) availability Performance monitoring: CPU, Memory, Paging File & Disk Space monitoring Event log monitoring Website up/down monitoring
<b>Troubleshooting and Alert Resolution</b>	Remotely troubleshoot and remediate alerts
<b>Patch Management</b>	Microsoft Security Patches
<b>Anti-Virus Management</b>	Automated Scans Latest Definition Updates
<b>Back-up Management</b>	Monitor and troubleshoot backup failure
<b>Remote troubleshoot and fix</b>	Remotely troubleshoot and fix network device issues
<b>Monitoring and Alerting</b>	Monitor the supported Network device such as switch, firewall, router and wireless access points

<b>Back-up of Network Device Configuration</b>	Back-up of Network Device Configuration based on predetermined internals
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## Appendix C – Dedicated On-site Resources

Either full time or 50% of the time a dedicated resource will be on-site at your location. The resource will be either a Desktop Engineer, a Networking Engineer or a Communication Engineer.

Resources will perform tasks similar to the following:

- Helpdesk For All Users
- Network, Server and Systems Security Management
- Network Firewall Security Management
- Wireless Access Device Security and Management
- 8x5 Onsite support presence
- Preventative And Proactive Maintenance
- Onsite Data Backup Management, Maintenance, Testing, Validation and Restores
- Update And Patch Management
- Inadequate, EOL, or unsupported devices
- Database DBA functions beyond allocation and monitoring of space requirements; design or manage schemas or support application development beyond managing a pre-defined instance
- Network cabling, limited to standard patch cables to/from patch panels, servers, network devices in the same room
- IT Incident Management
- Asset Tracking And Reporting
- IT Asset Lifecycle Management
- Server, System and Network Device Configuration Management
- Group Policy Management
- Local Area Network Security and Management
- Active Directory Maintenance And Management
- Remote Control and Management
- Battery Backup Systems Installation, Maintenance And Management
- Passive And Active Vulnerability Discovery
- Security Policy Planning And Management
- Virus Outbreak Management
- Business Continuity and Disaster Recovery Planning
- Priority Response
- Hardware And Software Procurement Planning and Assistance
- VPN and Remote User Access Support
- Application Installation And Management
- Operating System and Application Support
- Antivirus and Security Software Management
- Configuration Services And Policy Enforcement

- Handheld Computing Devices Support (i.e. PDAs, Smart Phones, Tablets)
- User And Account Administration
- Peripheral Device Support
- Printer/Scanner Software Support
- Redesign or re-engineering of virtualization solutions that are substantially different from current deployment
- Penetration testing
- 3rd-party tool to monitor and manage wireless devices

## Appendix D – Prescheduled On-site Visits

Dell will provide Customer with an ability to preschedule on-sites visits by an IT professional to assist in the on-site delivery of Services.

Customer will have the ability to select either a workstation or networking professional to deliver on-site services during predetermined scheduled visits to perform tasks outlined by the Customer.

The work performed by the on-site professional will be in addition to anything covered in the Advanced Service or Premium Service.

Customer will work with the transition team to set up the appropriate on-site windows of service. The Service will be delivered in 4 or 8 hour visits. Customer may choose 2, 4 or 8 prescheduled visits a month.

The skill set of the on-site professional and the prescheduled visits will be agreed upon 30 days before the Service commences.

The Services that can be delivered and skill set information is contained above in the on-site option section.

### Skill Set Descriptions

The skill sets outlined below are meant for example purposes only. Engineers will have similar skill sets and certifications but may not be exactly as outlined below.

#### *Desktop Engineer*

Field Engineer (often called "Technician II" or similar) has extensive knowledge of PCs and printers, including thorough knowledge of PC operating systems. At least 2 years of experience. Example certifications: CompTIA A+, CompTIA Network+, Microsoft MCDST or MCP, Apple Certified Support Professional (ACSP).

#### *Network Engineer*

Senior Systems Engineer has advanced vendor certification and in-depth knowledge of at least one network operating system (LAN and WAN) and email system. Also has certification on network connectivity devices. Has 5 or more years of experience. Example certifications are: Microsoft MCSE, MCTS, Cisco CCNA, Cisco CCDA, Citrix CCEE, CompTIA Linux+ (or similar), VMware VCP, Apple Certified System Administrator (ACSA), Security certification(s) through RSA.

#### *Communications Engineer*

Enterprise Engineer meets the qualifications for Sr. Systems Engineer plus: holds advanced vendor certification and has in-depth knowledge of one or more network operating systems (LAN and WAN) and email system. Has at least one advanced certification on network connectivity devices. Has more than 5 years of experience. Example certifications: Microsoft MCSE, MCTS, Cisco CCNP, Cisco CCSP, Citrix CCIA.

#### *Senior Enterprise Engineer*

Senior Enterprise Engineer has advanced vendor certification and in-depth knowledge of several network operating systems, networking (LAN and WAN), and email systems. The Senior Enterprise Engineer is capable of designing,

deploying and troubleshooting complex solutions. Examples of such complex solutions include, but are not limited, to Database Administration, Passive and Active Vulnerability Discovery, Security Policy Planning and Management, Business Continuity and Disaster Recovery Planning, and Penetration Testing. The Senior Enterprise Engineer also has certification on network connectivity devices. Example certifications are: Microsoft MCSE, MCTS, Cisco CCNA, Cisco CCNP, Cisco CCDA, Citrix CCEE, CompTIA Linux+ (or similar), VMware VCP, VMware VCDX5-DCV, PMP, ITIL v3, Apple Certified System Administrator (ACSA), Security certification(s) through RSA.

## Appendix E – Checklist

The following devices are covered by this Service:

<b>Wireless</b>	<b>Network</b>		
<b>Router / Firewalls</b>	<b>Network</b>		
<b>Other Devices</b>	<b>Network</b>		
<b>Switches</b>	<b>Network</b>		
<b>Dell EqualLogic SAN</b>	<b>Storage</b>		
<b>Physical Servers Hardware</b>	<b>Servers</b>		
<b>Microsoft Windows</b>	<b>Servers</b>		
<b>Workstations</b>	<b>Workstations</b>		
<b>SmartDevices</b>	<b>SmartDevices</b>		
	<b>Workstations</b>		
<b>Printers</b>	<b>Printers</b>		

Serial numbers will be provided before Service commences.

Since part of this Service includes device support, Customer is responsible for informing Dell of changes to the number of devices within five (5) business days.

Under this Service Description, Customer is entitled to a quantity of supported devices as defined in the Order Form. Any additional devices added to Service will have an incremental cost on a per month per device basis. The monthly pricing will be automatically updated with the addition of a device.

Note that all supported devices must be Internet Protocol (IP) addressable.

## Appendix F – Service Level Agreements

In order to prioritize tickets, the Remote Help Desk designates a severity level based on the following criteria:

<b>Severity 3</b>	Single User Issue
<b>Severity 2</b>	Multiple User Issue
<b>Severity 1</b>	Site-wide or global service affecting issue

### Service Level Metrics & Key Performance Indicators

<b>Monthly ASA</b>	(Average Speed of Answer) 80% of all calls are answered within 60 seconds or less
<b>Monthly Call Abandonment Rate</b>	Less than 5.0% of all calls to the Remote Help Desk will be abandoned by the caller 30 seconds or more after answered by the ACD but before pick up by a Remote Help Desk representative
<b>Monthly Voice Mail Response Time</b>	Average 30 minutes or less for voice mail response time, per month
<b>Monthly Web Response</b>	90% of incidents reported through the Web-Portal are responded within 60 minutes or less for Web Response Time
<b>First Contact Resolution</b>	Target of 80% of contacts will be resolved at the first level.



## Appendix G – Cloud Services

The Cloud Services (“Cloud Services”), as described in this appendix, allow Customer to utilize computing power and storage located at an offsite data center facility that is remote to the Customer. Cloud Services can be configured in two ways, dedicated or shared. The Dedicated Cloud Service (“Dedicated Cloud Service”) would consist of hardware dedicated to a particular customer that no other entity will be able to access. The hardware is solely for the use of one customer. The Shared Cloud Service (“Shared Cloud Service”) allows Customer’s computing power that is segmented for a particular customer. No other customers will have access to Customer’s segment but other customers may have segments in the same piece of hardware. Refer to your Order Form to determine the type of service you have purchased.

### Onboarding Process

Dell’s onboarding team will collaborate with designated Customer contacts to provide onboarding of the selected Cloud Service.

The standard onboarding process will include:

- A phased project management process with defined project deliverables (kick off, provisioning, validation testing, and training)
- An assigned Project Manager and Technical Consultant for the duration of the onboarding project
- Provisioning is considered complete when Customer is capable of accessing and operating the console
- Creation of and troubleshooting of one or more of the Customer’s organization selected services
- Enabling one administrator
- Working with Customer to set up any dedicated virtual private network (VPN) links over the Internet or dedicated wide area network (WAN) links
- Providing virtual access to Customer’s selected service
- Providing access to Customer’s portal
- A walk-through training session on Customer’s portal

### 1. Dedicated Cloud Service

The Dedicated Cloud is a fully managed cloud service that includes new hardware, configured to order and backed by a 24 x 7 hands-on support plan. Servers can be configured to meet specific application requirements and are upgradable to meet growing demand. Assistance with migration services are available for an additional fee.

All dedicated servers, as reflected on the Order Form, include:

- Windows or Linux OS
- Setup
- Migration support / engineering support 24 x 7
- Customer specific back-up to meet custom retention policies can be included at additional cost
- Server Monitoring. This includes statistics on:
  - Central processing unit (CPU) usage
  - Bandwidth utilization
  - Hard drive usage
  - Disk latency
  - Disk input/output (i/o)
  - Structured query language (SQL) thread usage
  - Virtual machine (VM) and process management

- Prompt access to on-site spare hardware in case of failure
- Intrusion detection system – Reduces risk of hacking and disk operating system (DOS) attacks
- Redundant array of independent disks (RAID) filesystem
- Management portal
- Firewall Service – Managed firewall service provides safety and protection for your cloud environment
- Load Balancing – Load balancing service provides a high-performance load balancing technology for multi-server environments based on industry leading technology from F5

Details about the Customer’s configuration can be found in the Order Form.

## 2. Shared Cloud Service

The Shared Cloud Service is a fully managed cloud service that features current hardware, configured for maximum performance and backed by a 24 x 7 hands-on support plan. For businesses that need reliable cloud service but don’t require dedicated hardware, the Shared Cloud Service offers several plans to accommodate your business website presence. The service runs in a certified datacenter and accessed through a gigabit network infrastructure.

All Shared Cloud Services can be configured with the following options:

- Windows or Linux OS
- Intrusion detection
- System monitoring
- Performance tuning
- 24 x 7 support services

Details about the Customer’s configuration can be found in the Order Form.

## 3. Managed Dedicated Back-up Service

For Customers that require a custom backup regimen or have a very large set of data, the Managed Dedicated Back-up Service is the right solution. The Customer invoicing is based upon total gigabytes of uncompressed storage kept on secure data center backup infrastructure. Three back-up copies are kept; two copies are 24 and 48 hours old, and the third copy is generated weekly. All live binary data such as databases or exchange stores will need to have dumps created prior to our back-up services running. We do not back-up live binary applications or data stores. Data transport is encrypted. Storage is kept in original format.

Back-up Services Options:

- Custom back-up start and stop times
- Custom retention periods
- Custom RAID scheme
- Review by a back-up specialist
- Daily back-up reports

Details about the Customer’s configuration can be found in the Order Form.

## 4. Managed Shared Back-up Service

The Managed Shared Back-up Service includes a secure segment on a storage devices and nightly back-up snapshots. The Customer invoicing is based upon total gigabytes of uncompressed storage kept on secure data center backup.

Dell does not back-up live binary applications or data stores. Data transport is encrypted. Storage is kept in original format.

#### Back-up Service Options:

- Protection for all server files - excluding OS (list of excluded files can be sent separately)
- Available custom retention periods
- Daily backup reports

Details about the Customer's configuration can be found in the Order Form.

#### Client Control Portal

The Client Control Portal is included with all Cloud Services and provides Customer with a comprehensive view of their cloud environment and makes it easy to keep track of server performance and application statistics. The Client Control Portal provides a view into our proactive monitoring system to deliver real-time charts and vital server performance statistics as well as tools for tuning and remediation of the server. Our Customers also have access to account information and user administration tools for server access.

- Monitoring view
- DNS management
- User management
- Server statistics
- Email management

Details about the Customer's configuration can be found in the Order Form.

#### Customer Responsibilities:

1. Customer will provide timely access to Customer resources, including but not limited to, virtualization administrators, and engineering and project management. Dell and the Customer will reach agreement on standard access protocols before beginning performance of the Service.
2. Customer is responsible for modifying and tracking changes to its environment.
3. It is the Customer's responsibility to perform complete back-ups of all existing data, software, and programs. NOTWITHSTANDING ANYTHING CONTAINED HEREIN TO THE CONTRARY OR DELL'S PERFORMANCE OF BASIC SNAPSHOT SERVICES, DELL WILL HAVE NO LIABILITY FOR LOSS OR RECOVERY OF DATA OR PROGRAMS or loss of use of system(s) arising out of the Service or support or any act or omission, including negligence, by Dell or a third-party service provider.
4. Customer is responsible for keeping copies of their back-ups.
5. Customer is responsible for all design and implementation of network security settings and requirements definition.
6. Customer is responsible for all application and performance monitoring.

#### Dell Responsibilities:

1. Employ a regular reporting mechanism to identify project tasks, next steps, and potential problems.
2. Implement any changes associated with the Services in compliance with the Order Form.
3. Assist Customer in identifying causes of issues experienced in Customer's environment.
4. Assist in troubleshooting the Customer's issues with the service.
5. Support back-up/recovery requests, which may include additional costs and be subject to a separate agreement.

6. Answer questions related to billing and invoices.

## Additional Terms & Conditions Applicable to Cloud Services (the “Cloud Terms”)

1. **Defined Terms.** Solely for purposes of the Cloud Terms, “**Customer**” means both Customer and the end-user entity which Customer represents, and includes any of Customer’s affiliates that expressly agree to, or are otherwise legally bound by the terms and conditions in this Service Description. Unless otherwise stated in an Order Form, the Cloud Solutions purchased under this appendix are not for resale.
2. **Definitions.** The definitions below solely apply to the Cloud Terms.
  - A. “**Activation Instructions**” means any instructions, user IDs, software license keys or passwords that Dell or the applicable Cloud Partner may provide to enable Customer to activate or access the Solution.
  - B. “**Cloud Solution**” means the combination of the Services, to include Cloud Services, performed and Software provided by Dell (or a Cloud Partner, if applicable) to Customer pursuant to this appendix. Solutions include any Partner Solutions.
  - C. “**Confidential Information**” means (i) data Customer transmits to Dell or stored as part of the Cloud Solution or information provided to Dell on an Order Form; (ii) Dell pricing and other Solution terms, Activation Instructions, marketing and sales information, know-how, audit and security reports, product development plans, data center designs (including non-graphic information observed on a tour of a data center), or other proprietary information or technology provided to Customer (including Software); and (iii) Trade Secrets or any information designated as Confidential. Information developed without reference to another party’s Confidential Information, or that is a part of or enters the public domain or otherwise is made available to a party other than through a violation of confidentiality, will not be Confidential Information.
  - D. “**Customer Content**” means any information or data provided by Customer or its End Users in connection with Customer’s or its End Users’ use of the Solution, including any text, software, music, sound, photographs, graphics, video, messages, files, attachments or other materials Customer transmits to Dell or stores or uses on the Solution.
  - E. “**End User**” means each individual or entity that Customer has authorized to access and use the Solution, including any individual or entity that purchases a Cloud Solution.
  - F. “**Intellectual Property**” means all patents, applications for patents, copyrights, moral rights, author’s rights, rights of publicity, mask works, Trade Secrets, know-how, contract rights, licensing rights and/or any other intellectual or proprietary rights recognized by any jurisdiction, whether now existing or hereafter arising. Intellectual Property also includes corporate names, trade names, trademarks, service marks, or other proprietary designations.
  - G. “**Services**” means any and all services performed by Dell, a Cloud Partner or a combination thereof as described in this appendix.
  - H. “**Software**” means any software, library, utility, tool or other computer or program code, in object (binary) or source-code form, as well as the related documentation, provided by us in connection with a Solution. Software includes software locally installed on Customer systems and software accessed through the Internet or by other remote means including websites, portals and cloud-based solutions to utilize a Solution in accordance with this appendix.

- I. **“Solution”** means the combination of the Services performed and Software provided by us or our Cloud Partner to you pursuant to this appendix. Solutions include any Partner Solutions.
  - J. **“Third-Party Products”** means any non-Dell or non-Cloud Partner software or services provided, made available or otherwise used by Dell in connection with the Solution, including Customer provided software, hardware or services.
  - K. **“Trade Secret”** means any Dell or Cloud Partner information not commonly known or available to the public, which (i) derives economic value, actual or potential, from not being generally known to and not being readily ascertainable by proper means by other persons who can obtain economic value from its disclosure or use, and (ii) is the subject of efforts that are reasonable under the circumstances to maintain its secrecy.
3. **Charges.** Cloud Solutions shall be billed at the rates stated in this appendix or Order Form or, if not specified, the current list pricing provided on Dell’s website. The number of systems, units (e.g., mailboxes, recipients, minutes, etc.) and End Users for which Customer has purchased Cloud Solution(s) is indicated on the Order Form. Usage in excess of these numbers or for a period of time longer than the Term will result in additional costs. The additional costs per billing period will be determined by multiplying the excess usage by the contracted fee per system, unit or End User in the original Order Form. Cloud Solutions are invoiced in accordance with this appendix or Order Form beginning on the Activation Date. Dell, or its local affiliate(s), will invoice Customer locally, in the applicable currency.
  4. **Activation.** With respect to certain Cloud Solutions, after Dell’s receipt and acceptance of an order, Customer will receive Activation Instructions. The date Activation Instructions are transmitted or, in the event Activation Instructions are not required, the effective date of this Service Description or the date an online order is executed is the **“Activation Date.”** Customer is responsible for providing, maintaining and monitoring one dedicated email address for the receipt of notices and other communications related to the Cloud Solution.
  5. **Term; Renewals.** The **“Term”** for any Cloud Solution begins on the Activation Date and extends for the period indicated in this Service Description or Order Form.
  6. **Termination.** Dell may terminate this Service Agreement, as defined in the Commercial Terms of Sale, or the affected Cloud Solutions upon written notice, and with no further liability to Customer if (i) Customer violates the AUP or the Cloud Partner’s AUP; or (ii) a change in Dell’s relationship with a third-party Software or technology provider or Cloud Partner has had a material adverse effect on Dell’s ability to provide the Cloud Solution.

Upon expiration of the Term for all Cloud Solutions noted on the Order Form, either party may terminate the Cloud Terms by providing thirty (30) days written notice. Upon termination of the Cloud Terms, all rights and obligations under the Cloud Terms will automatically terminate except for rights of action accruing prior to termination, payment obligations, and any obligations that expressly or by implication are intended to survive termination.

7. **Cloud Partners.** Should Customer purchase a Cloud Solution from Dell that is performed by a member of Dell’s cloud partner program (a **“Cloud Partner”**) Customer’s Cloud Solution (a **“Partner Solution”**) may be governed by and subject to additional terms and conditions that will be presented on Customer’s Order Form or during the online order process (**“Cloud Partner Terms”**).
8. **Customer Cloud Solutions.** If Customer provides End Users any non-Dell hardware, software or services (including management services) with, through or using the Cloud Solution (a **“Customer Cloud Solution”**), Customer must provide such End Users with the Agreement and such End Users must agree that their use of the Customer Cloud Solution is subject to the terms and conditions of the Agreement. Customer is responsible for any Customer Cloud Solution, including (i) controlling the access to, and use and security of, the Customer Cloud Solution and the data residing in or processed via the Customer Cloud Solution, including the use of appropriate

encryption; (ii) maintaining the security of the passwords and other measures used to protect access to any end-user account; (iii) properly configuring the Cloud Solution to work with the Customer Cloud Solution and taking Customer's own steps to maintain appropriate back-up of the Customer Cloud Solution, including the use of appropriate archiving; and (iv) properly handling and processing notices claiming that the Customer Cloud Solution violates a person's rights. Customer agrees to indemnify and hold Dell harmless from and against any claims by End Users using the Customer Cloud Solution against Dell relating to the Customer Cloud Solution.

9. **Suspension, Deletion and Modification.** Dell may suspend all or part of the Cloud Solution or Customer's access to or use of data stored in the cloud (i) if Customer is delinquent on payment obligations for fifteen (15) days or more; (ii) upon receipt of a subpoena or law-enforcement request; or (iii) when Dell has a commercially reasonable belief that Customer has breached the Agreement or that Customer's use of the Cloud Solution poses an imminent security risk or may subject Dell to liability. Dell will use commercially reasonable efforts to give Customer at least twelve (12) hours' notice of a suspension unless Dell (or the Cloud Partner, if applicable) determines in its commercially reasonable judgment that a suspension on shorter or contemporaneous notice is necessary to protect Dell, the Cloud Partner (if applicable) or Dell's customers.

For customers purchasing a Dell-delivered Cloud Solution, Dell may delete Customer Content (a) sixty (60) days following any termination by us pursuant to Section 6 of the Cloud Terms, or (b) if Customer fails to renew an applicable Cloud Service within sixty (60) days of expiration. For customers purchasing a Partner Solution, the retention and deletion of Customer Content will be governed by the applicable Cloud Partner Terms.

If Dell is providing the Cloud Solution in connection with a trial program such as a demo, evaluation, pilot or proof of concept (a "Trial"), immediately following the conclusion of the Trial Dell may delete Customer Content stored in the cloud and is under no obligation to return Customer Content. If, however, immediately following the conclusion of the Trial Customer renews the Cloud Solution for the standard term, Dell will keep Customer Content in the cloud in accordance with the Cloud Terms.

Dell or the Cloud Partner, if applicable, may modify the functionality or features of the Cloud Solution at any time, provided that the modification does not materially denigrate the functionality of the Cloud Solution (as described in this appendix) during the Term. Dell or the Cloud Partner, if applicable, will not be liable to Customer or any third-party for any such modification. From time to time, Dell or the Cloud Partner, if applicable, may change the location where the Cloud Solution is provided; provided, however, Dell will remain responsible for the delivery of the Cloud Solution.

It may be necessary for Dell or the Cloud Partner to perform scheduled or unscheduled repairs or maintenance, or remotely patch or upgrade the Software, which may temporarily degrade the quality of the Cloud Solution or result in a partial or complete outage of the Cloud Solution. Although Dell cannot guarantee that Customer will receive advance notice of repairs or maintenance, Dell will endeavor to provide at least seven (7) days' notice of scheduled updates and patches or such notice as is set forth in the Cloud Partner Terms, if applicable.

10. **Privacy.** If this Service Description specifies the region in which Customer's data will be stored, Dell will not move the data from the specified region without notifying Customer other than as required by law or pursuant to lawful requests from government entities. If Customer purchases a Partner Solution, the privacy policy set forth in the applicable Cloud Partner terms will apply.
11. **Customer Obligations.** Customer is responsible for keeping its account permissions, billing and other account information up to date. Customer must pay when due the amounts for the Cloud Solution stated in this appendix or other agreement between Customer and Dell. Certain Cloud Solutions may contain features designed to interoperate with Third-Party Products or Cloud Partner services. If the Third-Party Product or Cloud Partner services are no longer made available by the applicable provider, Dell may stop providing the related Cloud Solution feature and Customer will not be entitled to any refund, credit or other compensation. In Dell's performance of the Cloud Solution, Dell may obtain information related to Customer's use of the Cloud Solution. Customer agrees that Dell may use such information in an aggregated, anonymized form to assist in improving and optimizing various aspects of the Cloud Solution or in support of generic marketing activities related to the Cloud Solution.

Customer represents and warrants that Customer has obtained all rights, permissions and consents necessary to use and transfer any Customer data or End User data within and outside of the country in which Customer is located in connection with Dell's (or Dell's Cloud Partner's) performance of the Service or Customer's use of the Software (including providing adequate disclosures and obtaining legally sufficient consents from Customer's employees, agents, contractors and End Users). Customer is responsible for the data and software Customer uses or stores in the cloud, including its maintenance, operation and compatibility in and with the cloud, and any third-party claims regarding the same. Customer understands and agrees that neither Dell nor the Cloud Partners have control over the content of the data processed and that Dell (or the Cloud Partner, as applicable) performs the Services on Customer's behalf. If Customer or an End User transmits data to a third-party website or other provider that is linked to or made accessible by the Cloud Solution, Customer and the End User consent to Dell or the Cloud Partners, as applicable, enabling such transmission, but such transmission and any related interaction is solely between Customer and the third-party website or provider and may be subject to additional terms and conditions provided by the third-party website or provider. Neither Dell nor the Cloud Partners will be responsible for any disclosures, modifications or deletions of Customer's data resulting from any such transmission. Neither Dell nor the Cloud Partners make any warranties about, or will have any liability for, such third-party websites or providers.

Customer must use reasonable security precautions in connection with its use of the Cloud Solution and comply with the AUP and laws and regulations applicable to its use of the Cloud Solution. Customer must cooperate with Dell's reasonable investigation of Service outages, security issues and any suspected breach of this Agreement. Dell may revise the AUP to add or modify restrictions on use of the Cloud Solutions, provided that the changes are commercially reasonable, consistent with industry norms and apply to all customers.

Customer will be responsible for any action that Customer permits, enables or facilitates any person or entity to take related to use of any Cloud Solution. Customer is responsible for the use of the Cloud Solutions by any End User and any person who gains access to Customer's or any End User's data or the Cloud Solution as a result of Customer's failure to use reasonable security precautions, even if the use was not authorized by Customer. Customer will ensure that End Users comply with its obligations under the Cloud Terms and that the terms of its agreement with each End User are consistent with the Cloud Terms and are legally enforceable. If Customer becomes aware of any violation of its obligations under the Cloud Terms by an End User, Customer will immediately terminate such End User's access to the Cloud Solution.

Customer is responsible for selecting, obtaining and maintaining any equipment and ancillary services needed to connect to, access or otherwise use the Cloud Solution and for ensuring that the equipment is compatible with the Cloud Solution.

Customer is responsible for properly configuring and using the Cloud Solution and taking its own steps to maintain appropriate security, protection and back-up of its data and software, including the use of appropriate encryption, back-up and archiving.

Customer acknowledges that the Cloud Solutions are not intended to replace and do not replace the need for Customer to maintain regular data back-ups or redundant data archives. Customer is responsible for maintaining back-up copies of data that may be stored or processed by Dell in the course of our provision of Cloud Solutions. Customer understands and agrees that Dell is not responsible for any loss or corruption of Customer's data or software. Customer remains responsible for properly handling and processing notices claiming that Customer's data or software violates a person's rights.

In connection with certain Cloud Solutions, Dell may provide Customer with hardware, software, equipment or other property ("**Equipment**"). The Equipment is Dell's sole property and Dell may immediately take possession of the Equipment following the termination or expiration of the Cloud Terms, this appendix or Cloud Order Form. Customer will (a) keep the Equipment free and clear of any lien and not pledge as security or otherwise encumber the Equipment; (b) use the Equipment only to access the Cloud Solution and comply with Dell's reasonable Equipment use instructions; (c) not remove, relocate or move the Equipment from the specific location where it was first installed without prior written approval; (d) provide adequate, secure and proper space at Customer's facility to install Equipment, it being agreed that Dell is not obligated to install Equipment in poorly ventilated, air conditioned or inadequately maintained room(s); (e) be responsible for risk of loss and damage to the

Equipment equal to the present value of the Equipment's fair market value; (f) not remove, cover or alter plates, labels or other markings on the Equipment; and (g) provide a secure link such as a static IP address for the Equipment.

- 12. Customer License Grant to Dell.** Customer grants to Dell (and the Cloud Partners, if applicable) the necessary rights to operate any Customer-provided software, including a non-exclusive, royalty-free license (which shall terminate upon termination of the applicable Cloud Solution) to install, deploy, use, execute, reproduce, display, perform and run such software (including, without limitation, guest operating systems and application programs), as are reasonable or necessary for Dell or the Cloud Partner, if applicable, to perform or provide the Cloud Solution. As between Customer and Dell or Customer and the Cloud Partner, Customer is responsible for providing, updating, uploading and maintaining any Customer-provided software and paying all fees associated therewith, including any software license and maintenance fees. If, in order to provide the Cloud Solution, Dell or the Cloud Partner, as applicable, are required to install, patch, manage or otherwise use or access software that Customer licenses from a third-party software vendor, then Customer represents and warrants that Customer has obtained a written license agreement with the vendor that permits Dell or the Cloud Partner to perform these activities.

Customer grants to Dell or Dell's Cloud Partner, as applicable, a non-exclusive, royalty-free license to access, use, reproduce, modify, perform, display and distribute Customer and End User data as is reasonable or necessary for Dell or Cloud Partner to perform or provide the Cloud Solution. It is Customer's responsibility to obtain, at its own expense, all licenses, consents and approvals required to grant to Dell (or Dell's Cloud Partner) the rights and licenses in the Cloud Terms.

- 13. Limited Warranty.** NOTWITHSTANDING ANYTHING TO THE CONTRARY IN THE AGREEMENT: (I) IN THE EVENT DELL IS PROVIDING THE CLOUD SOLUTION IN CONNECTION WITH A TRIAL, THE CLOUD SOLUTION IS PROVIDED "AS IS" AND "AS AVAILABLE" WITHOUT ANY WARRANTIES; (II) WITH RESPECT TO CUSTOMER'S OR END USER'S USE OF THE SOFTWARE, CUSTOMER ASSUMES THE ENTIRE COST OF ALL NECESSARY SERVICING, REPAIR, OR CORRECTION OF PROBLEMS CAUSED BY VIRUSES OR OTHER HARMFUL COMPONENTS, UNLESS SUCH PROBLEMS OR VIRUSES ARE THE DIRECT RESULT OF DELL'S GROSS NEGLIGENCE OR WILLFUL MISCONDUCT; AND (III) CUSTOMER AGREES THAT THE OPERATION AND AVAILABILITY OF THE SYSTEMS USED FOR ACCESSING AND INTERACTING WITH THE CLOUD SOLUTIONS, INCLUDING TELEPHONE, COMPUTER NETWORKS AND THE INTERNET, OR FOR TRANSMITTING INFORMATION CAN BE UNPREDICTABLE AND MAY, FROM TIME TO TIME, INTERFERE WITH OR PREVENT ACCESS TO OR USE OR OPERATION OF THE CLOUD SOLUTIONS. DELL WILL NOT BE LIABLE FOR ANY SUCH INTERFERENCE WITH OR PREVENTION OF CUSTOMER'S OR END USER'S ACCESS TO OR USE OF THE CLOUD SOLUTIONS OR THE IMPACT SUCH INTERFERENCE OR PREVENTION MAY HAVE ON DELL'S ABILITY TO PERFORM THE CLOUD SOLUTIONS.

- 14. Indemnification.** Notwithstanding anything to the contrary in the Agreement, in the event of a Trial, Customer's indemnification rights under the Agreement do not apply.

Customer's indemnification obligations found in the Agreement are expanded as follows: Customer will defend and indemnify Dell against any third-party claim or action arising out of (1) Customer's breach of the Cloud Terms or violation of any applicable law, regulation or order; (2) tax liabilities that are Customer's responsibility pursuant to the Agreement; (3) Customer's use of the Cloud Solution; (4) the failure of any End Users to comply with Customer's obligations under the Cloud Terms and (5) Customer's provision of its own services, software, technology or solution.

- 15. Export Compliance; Excluded Data.** In addition to export compliance provisions of the Agreement, Customer is solely responsible for compliance relating to the manner in which Customer chooses to use the Solution, including the location from which Customer or its End Users access the Cloud Solution, Customer's transfer and processing of data or software, the provision of data or software to End Users and any Control Laws of the country in which the Services or Software are rendered or received. Customer acknowledges that data processed in the



Cloud Solution may contain personally identifiable information and associated metadata, and further agrees as data controller to comply with applicable privacy laws and/or regulations related to the provision of data. Customer Content, software or any Customer Cloud Solution that Customer provides in connection with the Cloud Solution will not include Excluded Data.

16. **No Third-Party Beneficiaries.** The Cloud Terms do not and is not intended to confer any rights or remedies, express or implied, upon any person other than the parties hereto.
17. **Entire Agreement.** The Cloud Terms, the Service Description, including related Order Forms and attachments and the Agreement and its attachments, constitutes the entire agreement between the Parties concerning the subject matter of the Cloud Terms. There are no representations, understandings or agreements, written or oral, relative to the Cloud Terms that are not fully expressed herein. In entering into the Cloud Terms, neither Party is relying upon any representations or statements of the other that are not fully expressed in the Cloud Terms; rather each Party is relying on its own judgment and due diligence and expressly disclaims reliance upon any representations or statements not expressly set forth in the Cloud Terms.

### Acceptable Use Policy

This Acceptable Use Policy (the “AUP”) sets forth certain limitations and restrictions required in connection with Customer’s use and its End Users’ use of (i) the Cloud Solutions, and (ii) any online portal, console, dashboard or similar interface used in accessing the Cloud Solutions (the “Portal”). Dell may revise this AUP from time to time to add or modify restrictions on Customer’s use or its End Users’ use of the Cloud Solutions or the Portal. If Customer or its End Users violate this AUP, Dell may suspend or terminate Customer’s use or its End Users’ use of the Cloud Solutions.

Terms used in this AUP that are capitalized and not otherwise defined have the meanings set forth in the Commercial Terms of Sale or the Cloud Terms.

Customer is prohibited from (1) attempting to use or gain unauthorized access to Dell’s or to any third-party’s networks or equipment; (2) permitting other individuals or entities to copy the Cloud Solutions; (3) providing unauthorized access to or use of Activation Instructions; (4) attempting to probe, scan or test the vulnerability of the Cloud Solutions or of a system, account or network of Dell or any of its customers or suppliers; (5) interfering or attempting to interfere with service to any user, host or network; (6) engaging in fraudulent, offensive or illegal activity of any nature; (7) uploading any content, or engaging in any activity, that is pornographic, obscene, harassing, abusive, slanderous or defamatory or that encourages, promotes or expresses racism, hatred, bigotry or violence; (8) engaging in any activity that infringes the intellectual property rights or privacy rights of any individual or third-party; (9) transmitting unsolicited bulk or commercial messages; (10) intentionally distributing worms, Trojan horses, viruses, corrupted files or any similar items; (11) restricting, inhibiting or otherwise interfering with the ability of any other person, regardless of intent, purpose or knowledge, to use or enjoy the Cloud Solutions (except for tools with safety and security functions); or (12) restricting, inhibiting, interfering with or otherwise disrupting or causing a performance degradation to any Dell (or Dell supplier) facilities used to deliver the Cloud Solutions.

Dell may investigate suspected violations of this AUP. Dell may report suspected violations of this AUP to applicable law-enforcement authorities or third-parties and may cooperate with any investigation of illegal activities associated with Customer’s use or its End Users’ use of the Cloud Solutions, the Portal, the system or network, or any violation of this AUP.