



## Service Description

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### Dell ProManage Service Desk

#### Introduction

Dell Technologies Services is pleased to provide Dell ProManage Service Desk (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 technical support or your sales representative.

#### The Scope of This Service

The remote Service Desk will act as the single support channel for all issues related to the Customer’s covered authorized users. As appropriate the Service Desk will leverage, engage, or escalate to both Dell client support services and non-Dell client support services contracted by the Customer (“Resolver Groups”). Resolver Groups may include: Dell ProSupport, Dell ProDeploy, for Dell devices; and third-party OEMs for non-Dell devices under active warranty/support as contracted by the Customer. The Service Desk offer provides coordination of any onsite break/fix dispatches for Dell and non-Dell devices.

There are two Service Desk coverage plan options:

1. **Remote Onshore Service Desk** inside the United States with coverage within the scope of this Service Description (“Remote Onshore”). Includes U.S. based phone assistance.
2. **Remote Offshore Service Desk** outside the United States with coverage within the scope of this Service Description (“Remote Offshore”). Includes non-U.S. based phone assistance.

The ProManage Service Desk is comprised of the following three components

1. 24X7 Remote Service Desk
2. ProManage Experience Management (PEM) Team
3. Remote Onboarding Management

#### Remote Service Desk

Authorized users experiencing hardware problems on their managed endpoint device must contact the Dell Service Desk for comprehensive troubleshooting and resolution of that issue. Dell Technologies Services will take responsibility for that issue and, if necessary, work with the manufacturer to dispatch parts and manufacturer technicians for the replacement of faulty equipment using the manufacturer’s warranty. Support includes troubleshooting and remote resolution of hardware related issues, escalation to manufacturer for hardware replacement, and ownership of the end user issue from incident creation through resolution. Specific Service Desk features include:

- **Remote 24x7 Service Desk L0-L2 Support:** a single point of contact for hardware & software troubleshooting, assistance with active directory password resets and “How To” assistance.
- **Multichannel Communication:** Authorized users experiencing technical problems on a covered managed endpoint may contact the Service Desk directly via multi channel communication methods to report their technical issues and may alternate between communication channels as needed.
- **Issue Resolution (Service Incident & Service Request):** upon receipt of an end user request for technical assistance, details will be recorded in a Service Desk ticket in the Service Desk system by the Service Desk support staff. Information captured will include end user information and detailed issue information. Once this information is entered into a new Service Desk ticket a Service Desk Support Center Analyst (SCA) will be assigned to begin remote technical resolution. The end user will then be provided with a ticket number/reference information related to their issue, and given instructions regarding follow-up communication expectations.
- **Support Center Analyst (agent/representative):** the Service Desk will utilize trained technical staff to efficiently resolve each Customer issue related to in-scope supported technologies. In addition, the Service Desk team utilizes several management tools to rapidly resolve end user issues, including remote screen-sharing/remote control live support technology.
- **L3+ Escalation (Resolver Groups):** the Service Desk will have the ability to elevate and route issues to advanced L3 support for Dell devices. Resolver Groups for those issues that are: out of scope for the Service Desk; unable to be resolved by the Service Desk; and/or predefined as Customer designated Resolver Group issues. The Service Desk will track progress of these issues and provide updates to the Customer.
- **Onsite Break / Fix (via Support Contract):** the Service Desk will escalate to and coordinate break / fix services (tech or parts dispatch) for both Dell and non-Dell devices. For non-Dell devices basic warranty is mandatory. For Dell devices, ProSupport is a mandatory requirement. Service Desk agents will leverage applicable active warranty contracts and support agreements, and services will be provided by the appropriate OEM (Dell or non-Dell).

#### **ProManage Experience Management (PEM) Team**

- The Dell ProManage Experience Management (PEM) Team is the Customer contact point for assistance with the management and performance of Service Desk, service performance outcomes, and any billing inquiries. Available 8:00am to 5:00pm Central Time.

#### **Remote Onboarding Management**

- Manages onboarding and end user setup

## **Deliverables**

The following is a list of tangible material provided as part of the Service:

- Performance Reporting
- Onboarding Completion Report / Operational Readiness Checklist

## **Assumptions**

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

- Single Factor authentication
- Cloud – based identity provisioning

## Invoicing

Dell ProManage Service Desk is invoiced on a fixed-price, per-user basis. A Customer's monthly invoice may fluctuate as a Customer either adds or removes authorized users, but a Customer will always be invoiced at a minimum rate of 300 Seats. We will conduct a monthly audit, and will invoice the Customer monthly based on the quantity of Seats. The following invoicing terms also apply:

- Customer will receive a single invoice across all locations (within the same region)
- For onboarding invoicing:
  - Customer will be invoiced up front for onboarding services at no less than 300 Seats
  - At onboarding completion, Customer will be invoiced for any Seat variances
  - Onboarding fees are non-refundable
  - For ongoing invoicing, Customer to be invoiced in arrears, monthly, per Seat, for ongoing services
- Customer's original contract term will be for no less than a twelve (12) month period, and all contracts thereafter will auto-renew for consecutive 12 month periods.
- Customer's original contract may not be cancelled by the Customer within the first year of service
- Customer is required to provide Dell Technologies Services with written notice sixty (60) days in advance of the termination of the Customer's auto-renewed contract.
  - Customer will be charged an early termination fee on cancelled auto-renewed contracts, equivalent to the number of months of service remaining on a Customer's existing contract, an amount which is not to exceed the value of two (2) Customer monthly invoices.

## Managed Device Support

All authorized users must comply with the Service Desk minimum system requirements noted below, which are subject to change from time to time. If a managed device does not meet these minimum system requirements, Dell Technologies Services will notify the Customer in writing, including options for how to proceed with any applicable costs.

All authorized users must comply with the Service Desk minimum specifications, located here:

- Service Desk Operating Systems for Client devices, including currently supported versions of: Windows 10, macOS, iOS, Android version 9 or newer, and ChromeOS.
- Client hardware devices must not be listed as 'End of Life' or 'End of Support'

Dell Technologies Services requires that each managed device has an active, hardware support agreement in place. In addition, each Dell device must have Dell ProSupport support agreement in place. Any time spent resolving technical issues on managed devices not under an active warranty is considered outside the scope of the Service Desk agreement.

## Offer-Specific Customer Responsibilities

Customer agrees to meet the following specific responsibilities and acknowledges that failure to meet these responsibilities may negatively affect Dell Technologies Services' ability to perform the Service:

- Provision the base hardware warranty entitlement for all authorized user devices throughout the life of the Service engagement with Dell Technologies Services
- Maintain an active Dell ProSupport entitlement on all Dell devices throughout the life of the service desk with Dell Technologies Services
- Designate a single, authorized point of contact (POC) who will serve as the primary interface between the Customer and the Dell ProManage Experience Manager, and have the appropriate authority to request and modify services. Additionally the Customer must provide a named Customer IT Admin point of contact POC. The Customer may also designate additional representatives to request services as deemed appropriate.
- Provide high-speed Internet connection to be used for remote access into the Customer's network, including access and administrative credentials (i.e., usernames and passwords) to Customer's devices.
- Agree to a single bill across all locations (within the same region)
- Customers with multiple domains (i.e. multiple forests or stand-alone domains), will require a single AD/bind account, that can query all domains enrolled for user authentication and verification.
- For any/all (e-mail) domains Customer wishes to register for enrollment, it must be possible to send an e-mail with a registration link, that Customer can receive and accept
- Active Directory (either Azure AD or on premise AD)
  - For on premise AD must move to Azure AD with support via Dell custom solutions or Customer led migration

## 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, as defined below.

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 defined below, as applicable.

## General Customer Responsibilities

**Authority to Grant Access.** Customer represents and warrants that it has obtained permission for both Customer and Dell Technologies Services 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 Technologies Services to perform these Services.

**Non-solicitation.** Where allowed by law, Customer will not, without Dell Technologies Services' 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 Technologies Services employee with whom you have come in contact in connection with Dell Technologies Services' 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 Technologies Services prior to the commencement of employment discussions with you.

**Customer Cooperation.** Customer understands that without prompt and adequate cooperation, Dell Technologies Services 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 Technologies Services with all cooperation necessary for Dell Technologies Services to perform the Service. If Customer does not provide reasonably adequate cooperation in accordance with the foregoing, Dell Technologies Services 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 Technologies Services) 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 Technologies Services), 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 Technologies Services will not be responsible for the restoration or reinstallation of any programs or data.

Unless otherwise required by applicable local laws, DELL TECHNOLOGIES SERVICES 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 TECHNOLOGIES SERVICES OR A THIRD-PARTY SERVICE PROVIDER.

**Third Party Warranties.** These Services may require Dell Technologies Services to access hardware or software that is not manufactured or sold by Dell Technologies Services. Some manufacturers' warranties may become void if Dell Technologies Services or anyone else other than the manufacturer works on the hardware or software. Customer will ensure that Dell Technologies Services' performance of Services will not affect such warranties or, if it does, that the effect will be acceptable to Customer. Dell Technologies Services 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, unless otherwise listed below, this Service will be performed Monday through Friday during normal Dell Technologies Services business hours, which is from 8:00 AM to 5:00 PM Customer local time:

No Service activities will take place outside normal business hours or during local holidays unless other arrangements have been made in advance in writing.

## Services Terms & Conditions

This Service Description is entered between you, the Customer (“you” or “Customer”), and the legal entity identified on your Order Form for the purchase of this Service (the “Dell Legal Entity”). This Service is provided subject to and governed by Customer’s separate signed master services agreement with the Dell Legal Entity that explicitly authorizes the sale of this Service. In the absence of such agreement, depending on Customer’s location, this Service is provided subject to and governed by either Dell’s Commercial Terms of Sale or the agreement referenced in the table below (as applicable, the “Agreement”). Please see the table below which lists the URL applicable to your Customer location where your Agreement can be located. The parties acknowledge having read and agree to be bound by such online terms.

Customer Location	Terms & Conditions Applicable to Your Purchase of the Services	
	Customers Purchasing Services Directly	Customers Purchasing Services Through an Authorized Reseller
United States	<a href="https://www.dell.com/CTS">Dell.com/CTS</a>	<a href="https://www.dell.com/CTS">Dell.com/CTS</a>
Canada	<a href="https://www.dell.ca/terms">Dell.ca/terms</a> (English) <a href="https://www.dell.ca/conditions">Dell.ca/conditions</a> (French-Canadian)	<a href="https://www.dell.ca/terms">Dell.ca/terms</a> (English) <a href="https://www.dell.ca/conditions">Dell.ca/conditions</a> (French-Canadian)

\* Customers may access their local [Dell.com](https://www.dell.com) website by simply accessing [Dell.com](https://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 [Dell.com/content/public/choosecountry.aspx?c=us&l=en&s=gen](https://www.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/servicesdescriptions](https://www.dell.com/servicesdescriptions).

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](https://www.dell.com) or [DellEMC.com](https://www.dell.com/emc) website in connection with your purchase or within a Dell EMC 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 Technologies Services 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 Technologies Services may refuse to provide Service if, in its commercially reasonable opinion, providing the Service creates an unreasonable risk to Dell Technologies Services or Dell Technologies Services’ Service providers or if any requested service is beyond the scope of Service. Dell Technologies Services 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 Technologies Services and will vary by Customer location. Optional services may require a separate agreement with Dell Technologies Services. In the absence of such agreement, optional services are provided pursuant to this Service Description.

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

F. **Cancellation.** Dell Technologies Services 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 Technologies Services cancels this Service, Dell Technologies Services 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 Technologies Services sends notice of cancellation to Customer, unless local law requires other cancellation provisions that may not be varied by agreement. If Dell Technologies Services cancels this Service pursuant to this paragraph, Customer shall not be entitled to any refund of fees paid or due to Dell Technologies Services.

**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.

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