

# Microsoft Azure from Dell Service Description

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## Introduction

Dell is pleased to provide you with the Microsoft Azure Cloud Services from Dell (the “**Service(s)**”) in accordance with this Microsoft Azure 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 Subscription(s) and available service options that you purchased. Unless you have a separate written and signed master agreement that explicitly authorizes the sale of these Services governs these Services, the Services and this Service Description are governed by the Dell Cloud Solutions Agreement located at [Dell.com/cloudterms](https://Dell.com/cloudterms). For additional assistance or to request a copy of your applicable agreement(s), contact Dell technical support or your sales representative.

## The Scope of These Services

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

- **Provisioning.** Dell will utilize the Microsoft Azure Management portal or other interfaces to create the Azure Active Directory tenant(s) and Subscription(s) on your behalf.
- **Support.** Dell will provide 24x7 support for Subscription(s) purchased from Dell (see Appendix A for eligible “Azure Services”). Support is provided through Premium (free) and paid Support Plans (see Appendix A for details). Support questions regarding the performance of Azure Services may be re-directed by Dell to Microsoft for resolution. Any issues regarding your on-premise infrastructure, architecture, appropriate service usage, or ongoing operation of Azure Services may be re-directed to Dell’s managed services and/or consulting teams for engagement at an additional fee. If you are interested in these services, you may email [Get\\_Azure@dell.com](mailto:Get_Azure@dell.com).

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

## Exclusions

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

- Any services, tasks or activities other than those specifically noted in this Service Description.
- The development of any intellectual property created solely and specifically for you.
- Consulting and/or managed services associated with your use of Azure Services.
- Support for Azure Services not purchased from Dell and not listed in Appendix A.
- Configuration of features within Azure Services, such as frequency of back-ups, or size and performance of virtual machines (VMs).
- Networking, other than the specific Services covered by this Service Description.

- Performance or availability issues due to factors outside Dell's reasonable control (for example, natural disaster, war, acts of terrorism, riots, government action, or a network or device failure external to the Microsoft data centers, including at your site or between your site and the Microsoft data center).
- Performance or availability issues that result from the use of services, hardware, or software not provided by Dell, including, but not limited to, issues resulting from inadequate bandwidth or related to third-party software or services.

This Service Description does not confer any warranties which are in addition to the warranties provided under the Terms or your separate written master agreement with Dell, if applicable.

## Your Responsibilities

You will be responsible for:

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

**Authority to Grant Access:** Your purchase of the Services comes with certain services aimed to ensure the functionality, efficiency, and uninterrupted access to your Subscription(s) ("**Support Services**"). In order to provide you with **Support Services**, you must grant Dell permission to access and use, whether remotely or in-person, your owned or licensed software, hardware, systems, the data located thereon and all hardware and software components included therein, for the purpose of providing the Support Services ("**Delegated Administration Privileges**" or "**DAP**").

**Customer Cooperation:** Without DAP Dell cannot offer Support Services as required by Microsoft which may materially alter or delay your ability to fully use the Subscription and Services. In the event that you do not grant DAP to Dell, Dell shall not be responsible for your inability to utilize or remedy issues with your Subscription, nor, will the inability to use the Subscription or any portion thereof be considered for refund or be pro-rated for the duration of any failure or loss. Additionally, failure to grant Dell DAP may be subject to a 15% instatement fee based on the impacted Subscription and Services for the time period that Dell is without DAP.

**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.

## Supplemental Terms & Conditions Applicable to Cloud & SaaS Services

1. **Term of Service.** This Service Description commences on the date listed on your Order Form and continues through the term ("**Term**") indicated on the Order Form. As applicable, the number of systems, licenses, installations, deployments, managed end points or end-users for which you have 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 you and Dell, purchases of Services under this Service Description must be solely be for your own internal use and not for resale or service bureau purposes.
  
2. **Important Additional Information**
  - A. **Payment for Hardware Purchased With Services.** Unless otherwise agreed to in writing, payment for hardware shall in no case be contingent upon performance or delivery of cloud or SaaS services purchased with such hardware.
  - B. **Optional Services.** Optional services (including point-of-need support, installation, consulting, managed, professional, support, security or training services) may be available for purchase from Dell and will vary by your location. Optional services may require a separate agreement with Dell. In the absence of such agreement, optional services are provided pursuant to this Service Description.
  - C. **Assignment.** Dell may assign this Service and/or Service Description to qualified third party service providers.
  - D. **Geographic Limitations and Relocation.** This Service is not available at all locations. Service options, including service levels, technical support hours, and on-site response times will vary by geography and certain options may not be available for purchase in your location, so please contact your sales representative for these details.
  - E. **Liability.** DELL WILL HAVE NO LIABILITY FOR:
    - ANY OF YOUR CONFIDENTIAL, PROPRIETARY OR PERSONAL INFORMATION;
    - LOST OR CORRUPTED DATA, PROGRAMS OR SOFTWARE;
    - DAMAGED OR LOST REMOVABLE MEDIA;
    - THE LOSS OF USE OF A SYSTEM OR NETWORK; AND/OR
    - FOR ANY ACTS OR OMISSIONS, INCLUDING NEGLIGENCE, BY DELL OR A THIRD-PARTY SERVICE PROVIDER.

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

# Appendix A

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## Azure Cloud Services from Dell – Support Plans

### Introduction

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

### Scope of Support

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

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

### Issue Resolution Process

For Azure Services support, you may call (888) 649-4090 or email [AzureCSP\\_Support@Cloudstore.dell.com](mailto:AzureCSP_Support@Cloudstore.dell.com). Issue resolution will follow established steps, in order:

- **Level 2 support.** Dell technical support agents/engineers will be utilized for troubleshooting.
- **Microsoft support.** In a small number of cases, an issue may be referred to Microsoft for resolution. Severity and response time information can be found at: <https://support.microsoft.com/en-us/gp/azuresevdetails>

### Support Plan Descriptions

Every Azure Service covered by this Service Description will include Premium support services, as defined below. If you require a higher level of support, there is a paid Support Plan available, which builds on the previous plan's capabilities:

- **Premium.** These services include unlimited 24x7 break/fix technical support through online submission, <2 hour maximum initial response time for service incidents, callback phone support (up to three times a month), and access to the Azure Status dashboard, found at: <https://azure.microsoft.com/en-us/status/>, and Azure forum resources, found at: <https://azure.microsoft.com/en-us/support/forums>, to help troubleshoot issues. Subscription management does not include user administration. Premium Support grants up to Microsoft Severity A issues, as defined by Microsoft at: <https://support.microsoft.com/enus/gp/azuresevdetails>. Premium support also includes initial setup assistance for Azure Cloud Backup Services which consist of the following:

- Azure Backup – includes on-premise files, folders, and system states by using the Microsoft Azure Recovery Services (MARS) agent. As well as on-premises VMs (Hyper-V and VMware) and other on-premises workloads using the Azure Backup Server (MABS).
  - File Recovery - restore SQL Database, individual files, folders, and VMs in Azure or on-premises.
  - Azure Site Recovery - Replicating an Azure VM to a different Azure region directly from the Azure portal that can be used for disaster recovery.
- **Premium Plus.** Premium Plus support includes all the features of Premium support along with proactive monitoring of incidents and elevated access to Microsoft resources and best practices. Included within this plan are services such as the following:
    - <1 hour maximum initial response time for incidents ○ Unlimited callback phone support
    - Escalation management support for priority issues ○ Proactive monitoring of incidents ○ Limited advisory support based on Azure best practice guidance ○ Monthly service reviews

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

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

<sup>2</sup>Based on support availability of 24x7 in English for all severities.

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

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

## Additional Plan Details

- **Scope.** Support Plans cover all Azure Services covered by this Service Description (see Appendix A for eligible products and SKUs). This Service does not include hardware, software or networking issues covered by Dell ProSupport (<http://www.dell.com/en-us/work/learn/by-service-typesupportservices>).
- **Term.** The term of service for a paid Support Plan is 6-months (“**Support Plan Term**”). You will be billed monthly along with your Azure Subscription usage fees. Your Support Plan Term begins on the purchase date.
- **Offer availability.** Support Plans are available in markets in which Azure Cloud Services from Dell are offered.
- **Renewal policy.** Paid Support Plans do NOT automatically renew. You will be notified via e-mail when their Support Plan Term is about to expire. You may renew your Support Plan by speaking to a Dell Azure cloud specialist at [Get\\_Azure@dell.com](mailto:Get_Azure@dell.com). In the case you do not renew your paid Support Plan you will receive Premium support after the Support Plan Term for your paid Support Plan ends.
- **Cancellation policy.** Paid Support Plans require a commitment for the Support Plan Term. Cancellation will not result in a pro-rated refund.
- **Upgrades.** Support Plans can be upgraded at any time by speaking with a Dell Azure cloud specialist at [Get\\_Azure@dell.com](mailto:Get_Azure@dell.com). Upgrades will be effective for a new Support Plan Term effective on the purchase date of the upgraded service. Downgrades are not possible for the Support Plan Term of the agreement.

## Exclusions

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

- Azure services from another partner vendor
- Creation of Azure implementation and deployment plans
- Custom scripting
- Networking, other than the specific Services covered by this Service Description
- Creation of a digital recovery plan
- Application recovery assessment and readiness for Azure Site Recovery
- Testing of site failover
- Remediation after failover testing
- User access management
- Line of business workloads running within a virtual instance whether on-premise or in the public cloud, unless otherwise specifically indicated as supported by Dell
- Third-party products, applications or services obtained through the Microsoft Azure Marketplace or directly from another vendor