



Dell ProSupport for Software Service Description

1. Your Relationship with Dell

This Service Description ("**Service Description**") is entered among the customer ("**you**" or "**Customer**") and the Dell entity identified on Customer's invoice for the purchase of this Service (as defined below).

This Agreement is entered into between you and Dell for the provision of Dell's ProSupport for Software maintenance software updates and support services on a subscription basis (collectively, the "**Services**"). This Agreement covers the software support and/or support update subscription which is identified on your invoice, and commences on the date you place your order and continues through the **Term of Service** (defined below). The number of systems and end users for which Customer has purchased any one or more Services (defined below), the subscription rate or price, and the applicable Term of Service for each is indicated on Customer's order form or other mutually-agreed upon form of invoice, order acknowledgment or purchase order (collectively, "**Order Form**"). Purchases of Services and related subscription software updates under this Agreement shall be solely for Customer's own internal use and not for resale or service bureau purposes.

2. Term of Service

The "**Term of Service**" begins on the purchase date and extends for the term indicated on the Order Form. 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 of Service for each is indicated on Customer's Order Form.

3. Transferability

Customer may not transfer its Services or any rights conferred to Customer by this Agreement to a third party. However, transfers among end users (within the same country) and systems within a Customer's own IT infrastructure are permitted.

4. Subscription Software Updates

Access to any software patches, updates, and new version releases (subscriptions) made available during the term of service must be purchased i) together with this service under a separate subscription agreement. Where applicable, it is the responsibility of the Customer to hold a valid subscription agreement when engaging Dell support. For subscription policies of individual Dell software titles, please refer to <http://www.dell.com/support/softwarecontacts/global>.

5. Methods of Contacting Dell for Support Services

- Telephone support requests: Available twenty-four (24) hours each day, seven (7) days each week (including holidays). Availability may differ outside of the United States and is limited to commercially reasonable efforts. Please contact your sales representative or technical support analyst for

details regarding your location. Support numbers can be found at <http://www.dell.com/support/softwarecontacts>.

- Online, chat, and email Support: Dell ProSupport website, chat, and email support as available at www.Support.Dell.com or other Dell-branded support websites.
- Call from a location from which Customer has authorized access to the software supported by the Service
- As applicable, provide the service tag number of Customer's software which was provided at the time of purchase, software registration key and other information as requested by the technical support analyst.
- When requested, identify error messages received and when they occur; what activities preceded the error message; and what steps you have already taken to attempt to solve the problem. Dell will work with your IT resources in collaboration with advanced support services teams to diagnose the software issue.

6. Scope of Support Services

Features include:

- Product documentation
- Service packs or patches
- Guidance on best practices for installation and configuration
- License key management issues
- Software issue troubleshooting and escalation
- Collaborative Assistance with selected 3rd party hardware/software vendors

Excluded Services:

- Onsite troubleshooting
- Deployment or Consulting Services
- Manipulation of existing processes
- Hardware troubleshooting, repair and/or dispatching
- Assistance in response to Customer's telephone support request(s) will be limited to ensuring the product functions as designed by the software provider, which may include enabling additional customization by the user.

7. Collaborative Assistance

If a problem arises with certain third-party products and software commonly utilized in conjunction with Customer's Supported Product, Dell will serve as a single point of contact, as set forth herein, until the problems are isolated and escalated to the third-party product vendor. Specifically, Dell will contact the third-party vendor and create a "problem incident" or "trouble ticket" on behalf of Customer, providing the necessary problem documentation. Once a vendor is engaged, Dell will monitor the problem resolution process and obtain status and resolution plans from the vendor until the vendor resolves the problem by either providing a resolution, steps towards a resolution, workaround, configuration changes, or escalation of

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a bug report. Upon the Customer's request, Dell will initiate management escalation procedures within Dell and/or the vendor organization.

To be eligible for Collaborative Assistance, Customer must have the appropriate active support agreements and entitlement with the respective third-party vendor. Once isolated and reported, the third-party vendor provides technical support and resolution for Customer's problem. DELL WILL NOT BE RESPONSIBLE FOR THE PERFORMANCE OF OTHER VENDORS' PRODUCTS OR SERVICES.

View current Collaborative Assistance partners at this [link](#). Please note that supported third-party products may change at any time without notice to Customers.

8. Customer Responsibilities-Data Backup

Complete a backup of all existing data and programs on all affected systems prior to the delivery of this Service by Dell. DELL WILL HAVE NO LIABILITY FOR LOSS OR RECOVERY OF DATA OR PROGRAMS or loss of use of system(s) arising out of this Service or related support activities or any act or omission, including negligence, by Dell or a third-party service provider.

9. Geographic limitations & relocation

This Service will be delivered to the site(s) indicated on the Customer's invoice. This Service is not available at all locations. Service options, including service levels, technical support hours and onsite response times will vary by geography and certain options may not be available for purchase in Customer's location. Dell's obligation to supply the Services to relocated Supported Products is subject to local service availability and may be subject to additional fees, and to inspection and recertification of the relocated Supported Products at Dell's then current time and materials consulting rates. Customer will provide Dell with sufficient and safe access to Customer's facilities at no cost to Dell for Dell to fulfill Dell's obligations.

10. Severity Levels

Severity levels will be assigned according to the table in **Exhibit A** below.

11. Supported Software

Supported software titles and country availability can be found at <http://www.dell.com/support/softwarecontacts>.



Dell ProSupport for Software Service Description

Dell Services Terms & Condition

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 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 Dell Services	
	Customers Purchasing Dell Services Directly From Dell	Customers Purchasing Dell Services Through an Authorized Dell Reseller
United States	www.dell.com/CTS	www.dell.com/CTS
Canada	www.dell.ca/terms (English) www.dell.ca/conditions (French-Canadian)	www.dell.ca/terms (English) www.dell.ca/conditions (French-Canadian)
Latin America & Caribbean Countries	Local www.dell.com country-specific website or www.dell.com/servicedescriptions/global .*	Local www.dell.com country-specific website or www.dell.com/servicedescriptions/global .*
Asia-Pacific-Japan	Local www.dell.com country-specific website or www.dell.com/servicedescriptions/global .*	Service Descriptions and other Dell service documents which you may receive from your seller shall not constitute an agreement between you and Dell but shall serve only to describe the content of Service you are purchasing from your seller, your obligations as a recipient of the Service and the boundaries and limitations of such Service. As a consequence hereof any reference to "Customer" in this Service Description and in any other Dell service document shall in this context be understood as a reference to you whereas any reference to Dell shall only be understood as a reference to Dell as a service provider providing the Service on behalf of your seller. You will not have a direct contractual relationship with Dell with regards to the Service described herein. For the avoidance of doubt any payment terms or other contractual terms which are by their nature solely relevant between a buyer and a seller directly shall not be applicable to you and will be as agreed between you and your seller.
Europe, Middle East, & Africa	Local www.dell.com country-specific website or www.dell.com/servicedescriptions/global .* In addition, customers located in France, Germany and the UK can select the applicable URL below: France: www.dell.fr/ConditionsGeneralesdeVente Germany:	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

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	www.dell.de/Geschaeftsbedingungen UK: www.dell.co.uk/terms	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.
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* Customers may access their local www.dell.com website by simply accessing 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>.

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.

To the extent that any terms of this Service Description conflict with any terms of the Agreement, the terms of this Service Description will prevail, but only to the extent of the specific conflict, and will not be read or deemed to replace any other terms in the Agreement which are not specifically contradicted by this Service Description.

By placing your order for the Services, receiving delivery of the Services, utilizing the Services or associated software or by clicking/checking the "I Agree" button or box or similar on the Dell.com website in connection with your purchase or within a Dell software or Internet interface, you agree to be bound by this Service Description and the agreements incorporated by reference herein. If you are entering this Service Description on behalf of a company or other legal entity, you represent that you have authority to bind such entity to this Service Description, in which case "you" or "Customer" shall refer to such entity. In addition to receiving this Service Description, Customers in certain countries may also be required to execute a signed Order Form.

Exhibit A – Severity Level Tables

Severity	Condition	Dell Response	Customer Role
1	Critical business impact: Customer's production use of the product is so severely impacted that the customer cannot reasonably continue work, requiring immediate response.	Telephone troubleshooting; with quick Escalation Manager intervention.	Provide twenty-four (24) hours/day by seven (7) days/week appropriate staff/resources in support of issue resolution. Site-based senior management should be informed and engaged.
2	Significant business impact: Important product features are unavailable with no acceptable workaround; the software may be operating but is severely restricted; twenty-four (24) hours/day by seven (7) days/week. Customer resource allocation not available to aid Dell in its response.	Telephone troubleshooting; Escalation Manager intervention if remote diagnosis has not been determined within 90 minutes of contact.	Provide appropriate staff and resources to sustain continuous communication and work efforts. Site-based senior management informed and engaged.
3	Minimal business impact: Product features unavailable but a workaround exists and the majority of software functions are still useable.	Troubleshooting by telephone	Provide point-of-contact information for case and respond to Dell requests within twenty-four (24) hours.
4	Normal business impact: Minor problem or question that does not affect the product's use or the customer's operations.	Assistance by telephone	Provide point-of-contact information for case

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