



Service Description

Managed Services for Small Business

Service Overview

This agreement (“Agreement” or “Service Description”) is made between the customer (“you” or “Customer”) and the Dell entity identified on Customer’s invoice (“Dell”). By purchasing these Services (as defined herein) from Dell, Customer agrees to be bound by all terms and conditions set forth in this document. Dell is pleased to provide this Service Description in connection with Dell’s Customer Master Services Agreement, which is available for review at www.dell.com/servicecontracts and incorporated in its entirety herein by reference. Additionally, Customer use of software, online services, or software-enabled services in connection with the Services is pursuant to the terms of the Dell Services Acceptable Use Policy, which is available for review at www.dell.com/AUP and incorporated in its entirety herein by reference.

This service consists of three levels of support options (the “Service” or “Services”), as set forth more specifically in this Service Description. This Service is available for Customer IT environments containing select Dell and non-Dell hardware, and provides support for servers, networking equipment, and client systems (the “Supported Devices” or “Products”). You may purchase this Service on a per-device basis to support a subset of your IT environment or the entire IT environment. For minimum technical requirements and a complete list of available Services and Supported Products please contact Dell at (800) 641-0895. Please note that Supported Products may change at any time without notice to Customers. This Service does not enhance, impact, or replace the limited hardware warranty or service contract(s) purchased with Dell or non-Dell systems. For Dell system warranty information, please see www.dell.com/warranty and www.dell.com/servicecontracts for details. For non-Dell system warranty information, please visit the manufacturer’s web site for details.

Service Level Options

1. **Alerts.** 24x7x365 remote monitoring of the Supported Devices within Customer IT environment using Dell’s advanced remote technologies. Alerts generated during monitoring are sent to the Customer’s designee.
2. **Resolution.** This service level option includes 24x7x365 remote monitoring of the Supported Devices within Customer IT environment using Dell’s advanced remote technologies. In addition, the alerts are monitored and proactively addressed by Dell technicians. This service level option includes access to the Dell Service Desk, Field Services Consultant, as well as annual planning services and reports.
3. **Management.** This service level option includes the Resolution features above, plus security vulnerability scanning, patch management, and access to Help Desk services. Additional fees may apply to Help Desk services in excess of one-hour per supported device per month. This service level option also includes quarterly IT assessment, planning, and reporting services.

Definitions and Terms

As used in this Service Description, the following definitions will apply:

- **Service Desk.** The Service Desk is the primary point of contact for technical issues or assistance with any issues related to this offer. Point of Need services and hardware components may be purchased through the Service Desk. The incident manager at the Service Desk is the escalation contact for any unresolved or ongoing issues. The Service Desk is available 24x7x365 via telephone.
- **On-Site Support.** Includes on-site visit(s) by a Dell technician for local remediation of IT infrastructure issues. On-site services are subject to availability in certain areas. For a list of current service areas, please contact a Managed Services Sales Representative at (866)-340-5142
- **Help Desk.** The Help Desk is a specialized team within the Service Desk which provides assistance with complex issue resolution and “how to” issues, the Help Desk is available 24x7x365 via telephone.



Levels of Service

New Customer Procedure for Resolution and Management Service Levels

Dell requires all new customers for Resolution and Management services, as well as existing customers who add additional systems or devices under management, to have current software patch versions installed on all systems under management. As part of the required IT Assessment, Dell will identify software patches that are not current and you will receive a proposal to update those patches. Additional costs may apply to update patches. Patches must be current prior to commencing services. For Resolution service level, you are required to maintain up-to-date software patches. At your option, Dell may upgrade patches on your behalf; hourly charges will apply.

1. Alerts Service

Includes the following support:

- 24x7x365 remote monitoring of desktops, servers, network devices and key applications.
- Email alerts sent to Customer when designated events occur in Customer's IT environment. Telephone support in the event a customer is not familiar with the specific alert is limited to defining the alert for the customer. Support in troubleshooting and resolving the issue associated with the alert is available at additional cost.
- Access to Dell Remote Management Console interface with the following functionality:
 - Run security and performance scorecard reports and performance summary reports
 - Manage alerts
 - Manage, remove, and re-discover assets
 - Edit devices management parameters
 - Modify policies
 - Add users
- Monthly reports on performance statistics such as CPU, memory, disk and interface utilization, and executive summaries consisting of:
 - Performance reporting, addressing server & network utilization and asset, fault, and vulnerability status;
 - Security reporting that includes asset, Microsoft Windows account use and failed login, vulnerability, firewall event, patch version status, and intrusion detection system ("IDS") event summaries; and
 - Following preparation of these monthly reports, alerts from the month are cleared from Dell's records.

2. Resolution Service

Includes the following:

- 24x7x365 remote monitoring of desktops, servers, network devices and key applications.
- 24x7x365 Service Desk support providing telephone and remote support for IT infrastructure issues and remote diagnostic services.
- Proactive remediation to resolve issues that have resulted in monitoring alerts.
- Customer-specific escalation manager at the Service Desk tasked with supporting Customer's account.
- On-site Customer support for local remediation of IT infrastructure issues.
- Monthly reporting , including the following detail:
 - Request & incident management trending;
 - Change management review summary;
 - Network & systems performance reports
- Annual assessment & planning sessions, delivered on-site by certified Dell staff.

3. Management Service

Includes all Resolution Services support, in addition to the following:

- 24x7x365 Help Desk with access to hardware and software specialists providing end-user support for desktop and laptop computing needs (available by telephone). Additional fees may apply to Help Desk services in excess of one-hour per supported device per month.
- 24x7x365 management of critical applications including Microsoft Exchange, Microsoft SQL Server and Microsoft



- Active Directory along with other applications listed in Appendix A of this Service Description.
- Vulnerability scanning of all managed devices within Customer environment.
- Patch management of all managed devices within Customer environment.
- Monthly reporting, including the following detail:
 - Overall vulnerability summary;
 - Missing patches by device, bulletin, patch scan and product
 - Missing patch detail; and patch compliance.
- Asset inventory for devices under Dell management within Customer environment.
- Quarterly assessment and planning sessions delivered on-site by specialists.

Frequently Asked Questions & Service Steps

How Do I Contact the Service Desk for Assistance?

Resolution and Management Service customers may contact the Service Desk for assistance as follows:

- The Service Desk is available to Customers 24x7x365 by telephone at (800) 641-0895, including holidays.
- Customer should contact the Service Desk from a location that includes physical access to the supported Product(s), if necessary for phone-based troubleshooting.
- Customer shall provide the serial number or service tag number of the asset at issue and other information as requested by the Dell telephone analyst. The Dell telephone analyst shall verify support level and any expiration of Services.
- When requested by the Dell telephone analyst, Customer shall identify error messages received, state what activities preceded the error message, and explain what steps Customer has already taken.
- If Customer is unable or does not wish to perform an initial phone-based troubleshooting, Customer may use existing on-site support credits or may purchase additional on-site support credits for performance of on-site troubleshooting. If on-site dispatch is necessary, the Dell telephone analyst will provide Customer with additional instructions.

How Do I Request and Schedule On-Site Support?

Resolution and Management Service customers may request and schedule On-Site Support as follows:

- Customer may contact the Service Desk to request On-Site Support.
- 2 hours of On-Site Support each month is included in both the Resolution and Management service levels at no cost to Customer. Additional costs associated with labor or parts may apply for non-Dell hardware subject to OEM support practices and level of customer warranty or service contract entitlement on each supported device.
- Customer may purchase additional hours of support for additional fees.
- On-Site Support is available during normal business hours (Monday through Friday, from 8:00 a.m. to 5:00 p.m. CST, excluding holidays).
- If Customer requests on-site support before 5:00 p.m. (CST), a technician will arrive on-site the next business day. If Customer requests an on-site visit after 5:00 p.m. (CST), Dell will arrange with the Customer for a technician to arrive at the Customer site at a mutually agreed upon day and time within two business days. The Customer will be billed additionally for on-site visits outside of normal business hours.
- When Dell dispatches a service technician to Customer's business location, work may be temporarily suspended if additional parts or resources are required, but work will resume when additional parts or resources become available.
- On-site services are subject to availability in certain areas. For a list of current service areas, please contact a Managed Services Sales Representative at 1-866-340-5142.

How Do I Contact the Hardware & Software Specialists at the Help Desk?

Management Service customers may utilize Help Desk support as follows:

- The Help Desk is available to Customers 24x7x365 by telephone at (800) 641-0895, including holidays.
- Additional fees may apply to Help Desk services in excess of one-hour per supported device per month.



Terms & Conditions

Term of Services. This Service shall be for a term of one year from the date of purchase. Customer will be invoiced in advance of Service delivery for the first 30 days and subsequently billed in arrears. Prior to the expiration of the Service term, Customer may upgrade its Service Level Option, add or remove Supported Devices or extend the term of Services on an annual or monthly basis subject to available options. By renewing, extending or continuing to utilize the Services in any manner beyond the term of one year, Customer agrees that any Services provided after the term of one year from the date of initial invoice are subject to the then-current Service Description available for review at www.dell.com/servicecontracts.

Authorization to Represent Customer. From time to time it may be necessary for Dell to contact Customer's hardware, utility or service providers ("Provider(s)", e.g., computer hardware manufacturers or internet service providers) on behalf of and as a representative of Customer in connection with this Service. Customer authorizes Dell or its designated agent to act on Customer's behalf in this capacity. Additionally, Customer authorizes the release of any information from Providers to Dell. Customer further agrees to indemnify and hold Dell harmless from any and all damages, costs and expenses (including legal fees and costs of court or settlement) arising out of or in connection with any claim by Provider related to Dell's acts in its capacity as a representative of Customer, regardless of the form of action.

Confidentiality. Customer acknowledges and agrees that (1) Dell may access any information (including personal information) contained in Customer's IT environment in connection with the performance of the Services, and Customer also may provide information (including personal information) to Dell by telephone or otherwise; (2) Customer is authorized by law or otherwise to disclose the information to Dell, and (3) Dell will access Customer's IT environment from the United States, Mexico and elsewhere. Dell will handle personal information that Customer may disclose, or that Dell may access, in connection with the performance of the Services in accordance with Dell's privacy policy, available at www.dell.com/privacy.

Loss of Data & System Downtime. Customer understands and agrees that the Services, including installation or repair of components to any system, may cause data or software programs in your environment to be damaged, destroyed or lost, whether it is a direct result or indirect result of any work performed on any systems within the environment during or after the Services are completed. Customer also understands and agrees that Customer is responsible for backing up all data and software programs in any system before any work is set to commence and that DELL IS NOT RESPONSIBLE FOR LOSS OF OR RECOVERY OF DATA, PROGRAMS, OR LOSS OF USE OF SYSTEM(S) OR NETWORK arising out of the services or support or any act or omission, including negligence, by Dell or a third-party service provider.

Authorization to Maintain & Access Customer Devices. By purchasing the Services, Customer acknowledges that Dell will access, connect to and manage Supported Devices via remote technologies (except where prohibited by law).

In connection with this Service, Dell may perform remote management activities without first contacting Customer. These activities include, but are not limited to:

- Updating or changing software drivers;
- Installing and applying software patches;
- Rebooting devices within maintenance windows;
- Deleting temporary files & clearing caches;
- Starting or restarting application services;
- Staging and executing scripts for automated maintenance routines;
- Network performance tuning;
- Transfer data associated with routine system tuning and upkeep between systems within a Customer's network; and
- Identify, collect, and report on detailed data for devices on a network.

Notwithstanding the above, Customer is responsible for notifying Dell of a restriction of remote access, connections or management activities related to any Supported Device. Restrictions may be limited to pre-defined permission profiles.

On-Site Support & Parts Availability. Customer must provide free, safe and sufficient access to Customer's facilities, including parking, ample working space, electricity, high-speed internet access, and a local telephone line. On-Site Support may not be available in all geographies and may be limited to commercial locations within supported geographies. Service at a residential address may be limited or not available at all. Additional labor or parts costs may apply to supported non-Dell devices subject to OEM support practices and level of customer warranty/service contract entitlement on their non-Dell device/s. Service parts may not be available for non-Dell devices or may be available at additional costs.

Missed Service Visit. If Customer is not at the location or available when the on-site service technician arrives to perform Service a subsequent visit by the on-site service technician will be scheduled at additional cost to Customer.

Relocation. These Services will be delivered to the site(s) indicated on Customer's invoice with Dell. Dell's obligation to supply these Services is subject to local availability. On-site field services are limited to supported U.S. markets.



Third-Party Warranties. This Service may require Dell to access devices or software that is not manufactured by Dell. Some manufacturers' warranties may become void if Dell or anyone else other than the manufacturer services these devices or software. It is Customer's responsibility to 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 IS NOT RESPONSIBLE FOR THIRD PARTY WARRANTIES OR FOR ANY EFFECT THAT THE DELL SERVICES MAY HAVE ON THOSE WARRANTIES.**

Assignment & Transferability. Dell may assign these Services and/or Service Description in whole or in part to qualified third party service providers. This Service is not transferable by Customer.

Cancellation Period & Early Termination Fee. If Customer received a promotional benefit, such as a refunded, reduced or no-cost IT Assessment, in connection with entering or renewing this Agreement, cancellation by Customer prior to the full term of the Agreement ("Early Termination") will result in a fee equal to the value of the benefit provided. Upon Early Termination, Dell will invoice Customer the Early Termination fee. Subject to the Early Termination provisions of this paragraph, Customer may terminate this Service within thirty (30) days of purchase by providing Dell with written notice of cancellation or contacting the Service Desk. If Customer cancels this Service within thirty (30) days of receipt of the invoice for Service on the Product(s), Dell will send Customer a full refund of fees paid less the Early Termination fee and costs of support claims, if any, made by customer prior to cancellation. If more than thirty (30) days have transpired since Customer's receipt of the invoice for Service on the Product(s), Customer may not cancel this Service except as provided by an applicable state/country/province law which may not be varied by agreement.

Dell may cancel this Service at any time during the Service term for any of the following reasons: 1) Customer fails to pay the total price for this Service in accordance with the invoice terms or fails to abide by the terms of this Service Description; or 2) Customer fails to cooperate, threatens in any manner or otherwise creates a hazardous working environment for the assisting analyst or on-site technician.

If Dell cancels this Service due to the above, Dell will provide Customer notice of cancellation at the notice address provided by Customer below or by email at the primary email contact address provided by Customer and Customer shall not be entitled to a refund of fees paid or due to Dell.

Subject to the term of Services or renewal terms, Dell may, at its discretion, terminate this Service on thirty (30) days notice to Customer, in which case Customer will be entitled to receive a pro-rated refund of any unearned support fees paid by Customer.

Commercially Reasonable Limits to Scope of Service. Dell may determine that a support issue is beyond the scope of this Service, in which case Dell may refer Customer to an alternative resource or at Customer's discretion to a third-party for resolution. In such case, additional costs may apply.

Warranty. **DELL WARRANTS THAT SERVICES WILL BE PERFORMED IN A GOOD AND WORKMANLIKE MANNER. EXCEPT AS EXPRESSLY STATED IN THE PRECEDING SENTENCE, DELL MAKES NO EXPRESS OR IMPLIED WARRANTIES WITH RESPECT TO THE SERVICES, INCLUDING BUT NOT LIMITED TO, ANY WARRANTY RELATING TO THIRD PARTY PRODUCTS OR THIRD PARTY SERVICES; ANY WARRANTY WITH RESPECT TO THE PERFORMANCE OF ANY HARDWARE OR SOFTWARE USED IN CONDUCTING SERVICES; ANY WARRANTY CONCERNING THE RESULTS TO BE OBTAINED FROM THE SERVICES OR THE RESULTS OF ANY RECOMMENDATION DELL MAY MAKE; AND, ANY IMPLIED WARRANTIES CONCERNING THE PERFORMANCE, MERCHANTABILITY, SUITABILITY, NON-INFRINGEMENT OR FITNESS FOR A PARTICULAR PURPOSE OF ANY OF THE DELIVERABLES OR OF ANY SYSTEM THAT MAY RESULT FROM THE IMPLEMENTATION OF ANY RECOMMENDATION DELL MAY PROVIDE.**

Limitation of Liability. **NEITHER CUSTOMER, DELL NOR DELL'S SUBCONTRACTORS WILL BE LIABLE FOR ANY INCIDENTAL, INDIRECT, SPECIAL OR CONSEQUENTIAL DAMAGES ARISING OUT OF OR IN CONNECTION WITH THE SERVICES PROVIDED BY DELL EVEN IF A PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. DELL SHALL NOT HAVE LIABILITY FOR (1) LOSS OF INCOME, PROFIT, OR SAVINGS, WHETHER DIRECT OR INDIRECT, (2) LOST OR CORRUPTED DATA OR SOFTWARE, OR (3) PRODUCTS NOT BEING AVAILABLE FOR USE. EXCEPT FOR CLAIMS THAT THE SERVICES (EXCLUDING THIRD PARTY PRODUCTS) CAUSED BODILY INJURY (INCLUDING DEATH) DUE TO DELL'S NEGLIGENCE OR WILFUL MISCONDUCT, DELL'S TOTAL LIABILITY ARISING OUT OF, OR IN CONNECTION WITH, ANY SERVICES PURCHASED PURSUANT TO THIS AGREEMENT SHALL NOT EXCEED THE AMOUNTS PAID BY CUSTOMER FOR THE SPECIFIC SERVICE(S) GIVING RISE TO SUCH CLAIM DURING THE PRIOR TWELVE MONTH PERIOD.**



By your signature below, you (Customer) indicate acceptance of the terms and conditions set forth in this Agreement, including the terms and conditions of Dell's Customer Master Services Agreement incorporated herein by reference and available at <http://www.dell.com/servicecontracts>

Customer:
Name:
Position:
Signature:
Date:

Dell Inc. Notice Address:

Customer Notice Address: (if different from above)

**Dell Marketing L.P.
One Dell Way
Round Rock, TX 78682
Attn: Mgr Contracts**





Managed Services for Small Business

Appendix A: Customer Responsibilities & Technical Requirements

Customer Responsibilities

Maintenance of Monitoring Service. Customer must allow Dell to perform maintenance of its own monitoring service technologies during which time monitoring of Customer's IT environment will be disabled. Commercially reasonable effort will be made to notify Customers of any scheduled maintenance of the service.

Authority to Grant Access. Customer is required to identify at least one technical contact that has Product administration responsibilities and is available to provide appropriate Product access privileges as a resource to Dell prior and throughout the performance of this Service.

Cooperate with Dell Telephone Analyst and On-site Technician. Customer agrees to cooperate with and follow instructions given by the Dell telephone analyst and on-site technicians. Experience shows that most system problems and errors can be corrected over the phone as a result of close cooperation between the user and the analyst or technician. For locations outside those areas supported by Dell On-Site support, customer will agree to provide an onsite resource to work with Dell, in certain instances.

Product-Service Eligibility. Customer must maintain Product(s) eligibility for this Service by ensuring that replacement parts, patches, software updates or subsequent releases are installed as directed by Dell.

On-Site Obligations. Where Services require on-site performance, Customer must provide free, safe and sufficient access to Customer's facilities, including parking, ample working space, electricity, Internet access, and a local telephone line. Customer must also provide a monitor or display, a mouse (or pointing device), and keyboard (at **NO** cost to Dell), if such items are not already available with the Product(s).

Technical Requirements

Customer must have the following:

1. A valid email address to receive monitoring alerts, reports, issue notification and other information.
2. Firewall access to the Internet through Port 443 (HTTPS) for use by the Dell SilverStreak proxy or other remote management tools.
3. A common set of Simple Network Management Protocol ("SNMP") credentials with read access rights on all SNMP enabled network devices under management.
4. Four common sets of Windows credentials with administrative rights on all systems under management.
5. A single server at each contracted site that is able to host the Dell SilverStreak proxy and operates 24 hours x 7 days a week to facilitate full-time monitoring of customer environment. This server must also be entitled, under this contract, so that Dell may maintain contact and full-time monitoring of customer environment.
6. The SilverStreak/SilverStreak Mobile host computer must be running one of the following:
 - Microsoft Windows 2000 Professional or Microsoft Windows 2000 Server with any Service Pack (Service Pack 4 recommended)
 - Microsoft Windows XP Professional with Service Pack 1 or Service Pack 2
 - Microsoft Windows Vista® Business or Enterprise
 - Microsoft Windows Server 2003 (SilverStreak Only)
7. The SilverStreak or SilverStreak Mobile host computer must also be running:
 - Microsoft Jet Database 4.0 SP8 or higher
 - Microsoft Data Access Components("MDAC") 2.6 or higher
 - Microsoft.NET™ Framework Version 2.0 or higher

The following table shows the minimum recommended hardware for running SilverStreak:

	SilverStreak Mobile	1 - 25 Devices	26 - 50 Devices	51 - 100 Devices
CPU	500+ MHz	500+ MHz	500+ MHz	2.4+ GHz
Memory	256 MB	256 MB	512 MB	512 MB
Disk *	32 MB	68 - 80.5 MB	80.5 - 93 MB	93 - 120 MB
Bandwidth †	128 Kbps	128 Kbps	256 Kbps	512 Kbps
System Usage	Shared	Shared	Shared	Dedicated



†Bandwidth requirements are for SilverStreak only (link should be greater if supporting additional network traffic).

Supported Devices:

Select devices from the following hardware manufactures:

- Dell
- 3COM®
- Acer®
- Brother®
- Canon®
- Cisco®
- Citrix®
- D-Link®
- Epson®
- Gateway®
- HP®
- IBM®
- Iomega®
- Lenovo
- Lexmark®
- Linksys®
- Netgear®
- Seagate®/Maxtor®
- Sony®
- Toshiba®

Not all devices provided by the hardware vendors listed above are supported. For minimum technical requirements and a complete list of available Services and Supported Products please contact Dell at (800) 641-0895.

Supported technologies include the following:

- Microsoft® Windows® desktop operating systems from Microsoft Windows 2000 to current Microsoft Windows Vista desktop operating systems.
- Microsoft Windows server operating systems including: Microsoft Windows NT®, Microsoft Windows Server® 2000 and Microsoft Windows Server 2003.
- Desktop applications including: Adobe® Acrobat®, McAfee Virus Scan®, Microsoft Excel®, Microsoft Outlook®, Microsoft Outlook Express, Microsoft PowerPoint, Microsoft Word, Microsoft Works, Symantec™ Norton Antivirus™, Symantec pcAnywhere™, Internet Explorer®, Mozilla Firefox and Intuit® QuickBooks®.
- Microsoft Windows server applications including: Small Business Server, Exchange Server, Internet Security/Acceleration Server, SQL Server® and Active Directory®