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 participating in this trial period and utilizing demonstration software (demo, 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 demo consists of downloading and installing advanced remote-monitoring software that will perform an IT assessment, reviewing Customer’s technology and creating an inventory of Customer’s existing hardware, hardware performance and software/network vulnerabilities (collectively, the "Service" or "Demo"). This Demo also includes a consultative debrief of the results of the Demo to assist in Customer evaluation of the Service and enables the Customer to purchase an extended Small Business Managed Services offer from Dell. This Demo is available for IT environments containing Dell and non-Dell hardware.

This service consists of two primary activities

- Installation of advanced remote-monitoring software and technologies and a software-based assessment of a single Customer server, including vulnerabilities, patches required, and an electronic inventory of hardware assets. Customer’s use of this software in connection with the Demo is limited to 2 weeks, or until the delivery of the consultative debrief. Customer agrees to remove (uninstall and delete from all systems) Dell’s monitoring software at the end of the 2 week period.

- Consultative debrief from a Dell Services Sales Consultant who will share the Demo findings regarding the state and manageability of the customer’s asset as well as Customer’s readiness for the Small Business Managed Service offer.

- This service does not consist of any remediation or management of Customer’s IT infrastructure, assets or network. 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.

This Demo is limited to installation on a single server device.

Key Service Steps

- **Download and Installation of Advanced Remote-Monitoring Software:** Dell will provide Customer a secure vehicle and instructions through which to download and install the software to a single server.

- **Customer Debrief:** Dell will provide the Demo findings and Small Business Managed Service Proposal shortly after completion of the demo period. This debrief will address the following:
  - Asset identification & vulnerabilities identification
  - Performance Metrics
  - Optional IT enhancements
  - Software patches that must be updated prior to Dell beginning MSSB service beyond the Demo
Terms & Conditions

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 http://www.dell.com/privacy

Loss of Data & System Downtime. Customer understands and agrees that the Services 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 in the event any type of failure may occur 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 related support or any act or omission, including negligence, by Dell or a third-party service provider.

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.

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. Customer may terminate this Service within 30 days of purchase prior to the Initial Assessment by providing Dell with written notice of cancellation or contacting the Small Business Help Desk at (866) 340-5142. If Dell cancels this Service due to the reasons below, Dell will provide notice of cancellation at the address provided by Customer 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. Dell may cancel this Service at any time during the Service term for any of the following reasons:

- 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
- Customer fails to cooperate, threatens in any manner or otherwise creates a hazardous working environment for the assisting analyst or on-site technician.

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, NONINFRINGEMENT 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.

Trial Period & Demonstration Software for MSSB US Version
081908
By your signature below, you ("Customer") indicate acceptance of the terms and conditions set forth in this Agreement, including its appendices and the terms and conditions of the Customer Master Services Agreement incorporated herein by reference and available at http://www.dell.com/servicecontracts

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

Customer Notice Address: (if different from above)

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