



## Service Description

# Dell Remote Monitoring Services (DRM) Subscription Agreement

## Service Overview

This service provides Dell Remote Monitoring services (DRM, the “Service” or “Services”) as set forth more specifically in this Service Description and identified by individual product SKU on Customer’s invoice. This Service includes network-based access to the Dell Remote Monitoring platform hosted at a Dell or Dell partner facility and enables Customers, who may be Managed Service Providers (“MSP”), to use the DRM platform to perform remote monitoring, reporting, alert management, security management, and remediation to support their own environment or, in the case of MSPs, MSP end-users. It includes the following areas of functionality:

- Device, operating system, and Microsoft Windows™ application discovery with asset inventory.
- Monitoring of faults and other events generated via Microsoft Windows events and syslog.
- Monitoring for a variety of Windows services.
- Monitoring of a variety of performance characteristics for Microsoft Windows devices, Windows operating systems, Windows applications and SNMP managed devices.
- Long term storage and reporting of performance data.
- Alerting based on performance thresholds.
- Execution of remote tasks on Microsoft Windows devices.
- Remote access tunneling for a variety of remote access applications, such as Telnet, VNC, RDP, and http.

## Terms & Conditions Overview

This agreement (“Agreement”) is entered into between the customer (“You” or “Customer”) and Dell. For purposes of this Agreement the term “Dell” shall mean the Dell entity identified on Customer’s invoice, order acknowledgment or purchase order. The number of systems and end users for which Customer has purchased DRM and the applicable Term of Subscription Service (as defined herein) for each is indicated on Customer’s invoice, order acknowledgment or purchase order. By purchasing these Services from Dell or engaging in a demonstration, trial period or evaluation program including these Services, Customer agrees to be bound by all terms and conditions set forth in this Agreement, including its attachments and terms and conditions incorporated by reference herein. Customer agrees that renewing, modifying, extending or continuing to utilize the Services beyond the initial term is subject to the then-current Agreement available for review at [www.Dell.com/ServiceContracts](http://www.Dell.com/ServiceContracts).

- **Direct Customers & End Users.** This Agreement is provided pursuant to Customer’s separate signed master services agreement with Dell or, in the absence of such agreement, Dell’s Customer Master Services Agreement (the “CMSA”) available at [www.Dell.com/ServiceContracts](http://www.Dell.com/ServiceContracts) and incorporated by reference in its entirety herein.
- **PartnerDirect Certified Partners or Registrants, Resellers & Service Providers:** This Agreement is provided pursuant to Customer’s separate signed master services agreement with Dell or, in the absence of such agreement, Dell’s Terms and Conditions of Sale for Persons or Entities Purchasing to Resell available for review at [www.Dell.com/ServiceContracts](http://www.Dell.com/ServiceContracts).
- **Subscription Software Terms.** Use of DRM Services and any additional subscription software services, online, hosted, or other software-enabled services by Customer (including anyone authorized by Customer to use the Services) or a Dell authorized reseller or managed service provider in connection with this Agreement is limited to Customer’s Term of Subscription Service and pursuant to Dell’s License Agreement & Acceptable Use Policy available at [www.Dell.com/AUP](http://www.Dell.com/AUP) and incorporated by reference in its entirety herein.

## Optional Services

DRM services are detailed in this Agreement. Additional services, such as additional DRM Services, custom training, custom deployment assistance, custom device and application support development, implementation of custom monitoring policies or tuning of existing monitoring policies, and custom application integration listed below may be available for purchase at <http://partner.dell.com>. Additional services may require a separate signed agreement with Dell. In the absence of such agreement, additional services are provided pursuant to this Agreement.

## Features

### 1. Server/Application Device Support – Type A (additional fees apply)

The Server/Application Device Support – Type A feature provides general Service functionality related to one server device with its base operating system, one server operating system instance within a virtual machine, or one application. This includes those server devices running Microsoft Windows Server, UNIX®, and Linux®. They also include devices running other variants of Microsoft Windows that are explicitly classified as servers by the Customer. A classification of a Microsoft Windows device as a server has a substantial effect on how closely the device is monitored, and on the depth of performance information that is collected.



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Applications requiring a Type A monitoring license include the following: Microsoft Exchange, Microsoft SQL Server, and Cisco Unified Communications Manager (CallManager).

### 2. Network Device Support – Type B (additional fees apply)

The Network Device Support – Type B feature provides general Service functionality related to one network device, such as a router, switch, firewall, or IDS device.

### 3. Client Device Support – Type D (additional fees apply)

The Client Device Support – Type D feature provides general Service functionality related to one desktop or client device, such as a desktop or notebook PC running a client version of Microsoft Windows. This includes devices running non-server versions of Microsoft Windows that are explicitly classified as desktops by the Customer. A classification of a Microsoft Windows device as a desktop has a substantial effect on how closely the device is monitored, and on the depth of performance information that is collected. Other devices that are supported by this feature include printers, IP phones, devices for which the only current support is availability checking (ping testing), and peripheral devices such as video cameras and power supplies.

### 4. Patch Scanning and patch deployment (additional fees apply)

Patch scanning and deployment is an optional add-on feature to Dell Remote Monitoring and must be purchased on a per-device basis. This functionality lets you remotely scan supported Windows devices for missing patches to the operating system plus a wide variety of common applications. Over 400 software products and versions are covered, including Microsoft Windows, Microsoft Exchange, SQL Server, Microsoft Outlook, Microsoft Office, Adobe® Acrobat®, Firefox®, Macromedia® Flash® and Apache®.

Patch scanning capabilities are purchased separately for servers (via Type A SKUs) and desktops (via Type D SKUs).

### 5. Vulnerability Scanning (additional fees apply)

Vulnerability scanning is an optional add-on feature to Dell Remote Monitoring, and must be purchased on a per-device basis. This functionality lets you remotely scan devices for a wide range of known security vulnerabilities. The list of over 2,000 known vulnerabilities is updated regularly in response to new discoveries.

Vulnerability scanning capabilities are purchased separately for servers and network devices (via Type A/B/C SKUs) and desktops (via Type D SKUs).

### 6. Executive Reports (additional fees apply)

Executive Reports is an optional add-on feature to Dell Remote Monitoring that is sold on a per-Customer basis. With it you can generate and distribute four integrated reports, as follows:

- A two-page performance scorecard report that includes server and network utilization, and asset, fault, vulnerability and patch summaries.
- A two-page security scorecard report that includes asset, account use and failed login, vulnerability, patch firewall event, and intrusion detection system (“IDS”) event summaries.
- A multi-page monthly performance report with all of the above with more extensive drill-down in a narrative form.
- A multi-page weekly initial assessment report similar in format to the monthly performance report.

### 7. Priority support (additional fees apply)

Priority support is an upgrade to the standard Dell Remote Monitoring technical support that is included with the service, as illustrated in the table below. It is sold on a per-Customer basis.

	Standard Support	Priority Support
Availability	8:00 a.m. to 8:00 p.m. Eastern Standard time, Monday through Friday except for US holidays	24 hour x 7 days/week availability for response to emergencies or support issues of heightened importance  8:00 a.m. to 8:00 p.m. Eastern Standard time, Monday through Friday except for US holidays, for response to normal support inquiries
Communications methods	Email and phone	Email and phone



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Response time	Four hours	Two hours
Frequency	Up to 10 cases per month	Unlimited cases per month

#### 8. Operations Training (additional fees apply)

Dell Remote Monitoring Operations Training is sold on a per-student, per-class basis. It is delivered either via live webinar or in a classroom environment at a Dell location. It is focused on the MSP and teaches the student/s suggested practices for running a successful MSP operation. The class is suitable for staff involved in the sales, implementation, and rollout of managed services. Specific concepts and skills included are those required to plan a new customer installation and to develop the operational policies and procedures to manage the delivery of services. Note that this is not a hands-on course using the DRM tool.

This course covers the following topics:

- Managed services operational processes
- New customer deployment
- Building and using the operational “Run Book”
- Delivering an effective analysis service
- Pre-Sales best practices

#### 9. Platform Training (additional fees apply)

Dell Remote Monitoring Platform Training is sold on a per-student, per-class basis. It teaches MSP students essential concepts and skills surrounding the Service. The training class is broken into two sessions.

The first session is the Operations Training course, described above.

The second session is delivered via a Dell online course which the student can take independently. There is no live instructor, however it is a hands-on course using the DRM web-based service. It teaches the student essential skills to effectively provision new sites, manage existing sites, manage assets, handle alerts, and produce reports. The audience is anyone who will be using the DRM service, including both MSP and non-MSP students.

The second session covers the following topics:

- Architecture of the service
- The user interface
- Tools for deploying to remote sites
- Management domains
- Assets and asset grouping
- Monitoring policies, policy components, and templates
- Remote access, file transfer, and remote tasks
- Patch management
- Vulnerability scanning
- System and user administration
- Event monitoring and notifications
- Device discovery
- Reporting

#### 10. BusinessBuilder Administrator (additional fees apply)

BusinessBuilder Administrator is a one-time consultative service that delivers the pricing, packaging, report deliverables, proposals, and collateral associated with an MSP's service to an end customer—expediting the creation and launch of new revenue-generating services. It includes the following activities conducted in conjunction with the MSP:

- Services package creation.
- Go-to-market material development based on the MSP's unique business goals and capabilities.
- Sales training for initial launch.
- Assistance in identifying, targeting and successfully pitching to key vertical markets.
- Access to secure online Partner Knowledge Center.

#### 11. BusinessBuilder Academy (additional fees apply)

BusinessBuilder Academy is a service that provides MSP business training via hosted webinars. This service also provides access to templates and marketing tools useful in setting up an MSP business, expediting the creation and launch of new revenue-generating services. It includes the following:



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- Webinars on how to create MSP offers
- Webinars on how to market and sell your MSP offers
- Go-to-market material templates, including service samples, datasheet templates, and proposal templates
- Access to an online Partner Knowledge Center

#### 12. BusinessBuilder Audit (additional fees apply)

A BusinessBuilder audit is a one-time consultative assessment service that consists of reviewing a wide array of MSP materials and capabilities to provide an MSP readiness assessment. Items reviewed include the following:

- Hardware and software platforms in use
- Staff member certifications
- Operational run books
- End customer reports
- Sales and marketing collateral
- Pricing and service contract

### Support Procedures

For technical support related to this Service, Customers may contact the Dell Remote Monitoring Technical Support Desk as follows:

- Email [support@silverbacktech.com](mailto:support@silverbacktech.com)
- Call Dell Remote Monitoring Support at +1 (877) 463-6747 during the hours of 8:00 a.m. to 8:00 p.m. Eastern US time, Monday through Friday except for US holidays.



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**Activation of Services.** Activation requires Customer to review and accept the terms and conditions of this Agreement and the CMSA and, when necessary, identify Customer contacts to enable Dell to provision and deploy the Services and related software ("Service-Enabling Software") to supported devices within Customer's IT environment (each a "System") and each user that is authorized by Customer to use the Services (each an "End User").

**Activation Date & Term of Subscription Service.** Unless otherwise agreed upon by the parties in writing, the monthly or annual "Term of Subscription Service" shall begin on the "Activation" or "Commencement" date, which is the date on which Customer begins using the Service or has accepted these terms and conditions by electronic or other means. The applicable Term of Subscription Service (e.g., 3 months or 3 years) is indicated on Customer's invoice, order acknowledgment or purchase order. Use of the Service, including all applications and hosted software tools, beyond this period is not permitted unless Customer renews the Service or purchases the Service for an additional Term of Subscription Service. Fractional-year terms of service can be ordered if necessary to align multiple purchases to co-terminate. Customer may upgrade its selection of services or extend the term of Services on an annual or monthly basis subject to available options then in effect in accordance with Dell's then-current procedures. In the absence of a separate signed agreement with Dell, any Services provided after the term of the service reflected on Customer's invoice are subject to the terms of this Service Description on the date of Customer's continued use. By renewing this Service, Customer agrees that the then-current terms will apply to the renewal period. Customer may request a current copy of this Service Description at any time during their service term.

Unless otherwise stated in trial period or evaluation program terms, Customers who do not provide notice of their intent to cancel the Service prior to the expiration of a trial period or evaluation program period will, upon expiration of their trial or evaluation period, be automatically enrolled in a monthly or annual, as applicable to the trial or evaluation program, Term of Subscription Service pursuant to this Agreement.

**Automatic Renewal.** Unless the Customer declines auto-renewal in writing to Dell 30-days prior to the expiration of the Term of Subscription Services, this Agreement will renew automatically for a successive Term of Subscription Services equal to their initial term.

**Termination.** Subject to the termination provisions of the CMSA or Customer's separate signed master services agreement with Dell, and except as provided by an applicable state/country/province law which may not be varied by agreement, Customer may not cancel this Service prior to the expiration of their Term of Subscription Service.

Dell may cancel this Service at the conclusion of the Term of Subscription Service or at any time during the term for any of the following reasons:

- Customer becomes involved in any voluntary or involuntary bankruptcy or other insolvency proceeding, or ceases to be actively engaged in business or becomes financially incapable of fulfilling its obligations under this Agreement;
- Customer fails to pay the total price for this Service in accordance with the invoice terms;
- Customer 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 Agreement.

If Dell cancels this Service, Dell 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 sends notice of cancellation to Customer, unless state law requires other cancellation provisions that may not be varied by agreement. IF DELL CANCELS THIS SERVICE PURSUANT TO THIS PARAGRAPH, CUSTOMER SHALL NOT BE ENTITLED TO ANY REFUND OF FEES PAID OR DUE TO DELL.

**Transfer of Service.** Customer may not transfer this Service or any rights conferred to Customer by this Agreement to a third party. Transfer fees may apply if this Service is transferred internally among End Users and Systems within a Customer's IT infrastructure. Internal transfers may not be available for all DRM Services.

**Supported Products.** Supported devices and operating systems are identified at [www.silverbacktech.com](http://www.silverbacktech.com). Notwithstanding inclusion on the published supported devices and operating systems list, products or versions of products that are no longer supported by the device manufacture or software publisher are not supported.

**Customer Data.** Hardware and software identification, location and usage data, and any other customer data collected and stored by Dell, including any reports generated by Customer, comprise Customer Data. Customer Data shall be maintained in confidence by Dell as set forth in the Data Use and Confidentiality sections below. Dell access to Customer Data shall be reserved to the Dell support team except as provided in Data Use section below, unless otherwise agreed by Customer in writing.

**Data Use & Confidentiality.** Dell shall have the royalty-free right to gather, compile, use and distribute comparative data sets, statistical analyses, reports and related services utilizing aggregated data derived from Customer Data together with data from other Dell customers and other sources as a service to its customers and future customers and in the development of its product offerings and services (the "Aggregate Data"), provided, however, that in no event shall the Aggregate Data be distributed to third parties in a manner that allows the identification of an individual device, person or customer.

**Geographic Availability.** This Service may not be available in all locations. Dell's obligation to supply the Services to relocated Systems is subject to local availability and may be subject to additional fees.



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**Device Count Billing.** The number of systems and end users for which Customer has purchased DRM Services and the applicable Term of Subscription Service for each is indicated on Customer's invoice, order acknowledgment or purchase order. Usage in excess of this number or for a period of time longer than the Term of Subscription Service will result in additional costs to Customer.

#### Customer Software/Data Backup

Customer is responsible for backing up any data that has been offloaded from the platforms used to implement the Service. Customer is also responsible for completing a backup of all existing data and programs on all affected systems prior to the delivery of this Service. Customer is also responsible for performing regular backups of their data and network. **DELL WILL HAVE NO LIABILITY FOR LOSS OR RECOVERY OF DATA OR PROGRAMS** or loss of use of system(s) arising out of the services or support or any act or omission, including negligence, by Dell or a third-party service provider.

#### Not Included With This Service

Note that support services cover how to use the service, but they do not extend to the devices and applications being managed by it. The following are **not** included with this Service:

- Computer hardware
- Computer software media
- Any software license(s) or right to access, download, or use third-party software or applications without an appropriate license. **CUSTOMER MUST HAVE OR OBTAIN ALL LICENSES FOR ANY SOFTWARE OR APPLICATION USED IN ASSOCIATION WITH THIS SERVICE.**
- Availability in all languages. Customer interface is currently English language only.
- Monitoring or remediation of end-customer errors or faults
- Custom reports or reports that are of different format from standard reporting deliverables.
- Assistance in troubleshooting or remediation related to faults detected by the service.
- Remediation of vulnerabilities uncovered by the service.
- Assistance in deploying patches or executing remote tasks.
- Participation in the Customer's sales and marketing activities.
- Any activities other than those specifically noted in this Service Description.

#### Access to the Service

Dell does not guarantee full access to the Service functionality at all times. From time to time, access to the Service functionality may be restricted without advance notice due to a number of variables including, but not limited to: maintenance, upgrades, and other circumstances beyond Dell's control. Dell is not liable for any delays, failure, loss of use, or lost data related to Customer's inability to access Service during scheduled or unscheduled downtime.

#### Customer's Responsibilities

The Customer is responsible for completing the following requirements:

##### Communications and Points of Contact

- Assigning a single point of contact to make decisions and represent the Customer in all matters related to this Service.
- Ensuring that the Dell project manager is copied on all written communication between the Customer and Dell.
- Ensuring that any scope-related questions or requests go to the Dell project manager.
- Providing timely access to technical and business points of contact and required data/information for matters related to the scope of Service.
- Ensuring attendance by key Customer contacts at Customer meetings and deliverable presentations.

##### Site-Readiness

- Providing a fully-functional client machine to access the Service platform via the Internet.
- Ensuring unrestricted access (firewall) between the client machine and the Service platform. A list of ports will be provided upon request.

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**DELL CUSTOMER'S SIGNATURE BELOW INDICATES ITS ASSENT TO BE BOUND BY THE TERMS OF THIS SERVICE DESCRIPTION.**

I have read and agree to the terms and conditions stated in this Service Description, including the terms incorporated by reference, effective this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_ ("Effective Date").

\_\_\_\_\_  
Dell Customer Name

\_\_\_\_\_  
Dell Customer Signature  
(Authorized Legal Representative)

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date