



## Service Description

### ProManage: Managed Services

#### 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](http://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](http://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 Products”). You may purchase this Service on a per-device basis to support a subset of your IT environment or the entire IT environment (each eligible device for which the Service is purchased shall be deemed an “Entitled Device”). Customers use of this Service is subject to Appendix A. For minimum technical requirements and a complete list of available Services and Supported Products please contact the Dell Service Desk. 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](http://www.dell.com/warranty) and [www.dell.com/servicecontracts](http://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 Entitled Device(s) within Customer IT environment using Dell’s advanced remote technologies. Alerts generated during monitoring are e-mailed to the Customer’s designee. Alerts may be deleted from Dell’s records following delivery of your monthly reports.
2. **Resolution.** This service level option includes 24x7x365 remote monitoring of the Entitled Device(s) 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 limited access to the Service Desk as well as annual IT assessment and planning services and monthly reports.
3. **Management.** This service level option includes the Resolution features above, plus security vulnerability scanning, patch management, and expanded Service Desk assistance. This service level option also includes quarterly IT assessment and planning 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 with Entitled Devices. The incident manager at the Service Desk is the escalation contact for any unresolved or ongoing issues. The Service Desk is available 24x7x365. The support obligations of the Service Desk are based on the service level option purchased by Customer.
- **Point of Need Services.** Includes services incremental to the Services provided by Dell under this Service Description which are (i) purchased by Customer on as needed basis at the prices published by Dell and (ii) provided by Dell in accordance with the PON Service Description which is available for review at [www.dell.com/servicecontracts](http://www.dell.com/servicecontracts).
- **On-Site Support.** Includes on-site visit(s) by a Dell technician for local remediation of IT infrastructure issues for Entitled Devices not currently under warranty and which cannot be fixed remotely. On-Site Support 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.



## 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 devices, to have current software patch versions installed on all prospective devices prior to such device being supported as an Entitled Device. 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. For Resolution Service Customers, you are required to maintain up-to-date software patches. Patch updating may be purchased by Customer as Point of Need Services.

#### **1. Alerts Service. Includes the following support for Entitled Device(s):**

- 24x7x365 remote monitoring of Entitled Devices which may span 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. Troubleshooting and resolution of alerts may be purchased by Customer as Point of Need Services.
- 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 of Entitled Devices 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; and
  - Security reporting that includes Entitled Device(s), Microsoft Windows account use and failed login, vulnerability, firewall event, patch version status, and intrusion detection system ("IDS") event summaries.

#### **2. Resolution Service. Includes the following support for Entitled Device(s):**

- 24x7x365 remote monitoring of Entitled Devices which may span desktops, servers, network devices and key applications.
- 24x7x365 Service Desk support
  - Telephone and remote support for IT infrastructure issues and remote diagnostic service.
- Remediation to resolve issues that have resulted in monitoring alerts.
- Dedicated Service Desk relationship team tasked with supporting Customer's account.
- On-Site Support services:
  - 2 hours per month for the first 10 Entitled Devices
  - An additional 1 hour per month for each incremental 10 Entitled Devices thereafter.
  - Additional On-Site Support services may be purchased by Customer as Point of Need Services.
- Monthly reporting, including the following detail:
  - Request & incident management trending;
  - Change management review summary; and
  - Network & systems performance reports
- Annual assessment & planning sessions delivered remotely by certified Dell staff.



### **3. Management Service. Includes all Resolution Service support and the following for Entitled Device(s):**

- Enhanced 24x7x365 Service Desk support provided remotely via telephone:
  - IT infrastructure issues and remote diagnostic service for Entitled Devices; and
  - 1 hour of end-user 'how to' help desk support per Entitled Device per month. Additional end-user telephone support in excess of one-hour per Entitled Device per month may be purchased as Point of Need Services. End-user help desk support hours not used during a given month will expire and will not roll-over to the next 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 Entitled Devices within Customer environment.
- Patch management of all Entitled Devices within Customer environment.
- Increased monthly allowance of On-Site Support services:
  - 5 hours per month for the first 10 Entitled Devices.
  - An additional 2 hours per month for each incremental 10 Entitled Devices thereafter.
  - Additional On-Site Support services may be purchased by Customer as Point of Need Services.
- Enhanced Monthly reporting, including the following additional details:
  - Overall vulnerability summary;
  - Missing patches by device, bulletin, patch scan and product; and
  - Missing patch detail; and patch compliance.
- Asset inventory for Entitled Devices within Customer environment.
- Quarterly assessment & planning sessions delivered remotely by certified Dell staff.

## **Frequently Asked Questions & Service Steps**

### **How Do I Contact the Service Desk for Assistance?**

#### **What number do I call to contact the Service Desk for assistance?**

- Your contact number for the Service Desk will be provided in the Welcome email you receive from the Service Desk upon activation of your account.

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

- The Service Desk is available to Customers 24x7x365 including holidays.
- Customer should contact the Service Desk from a location that includes physical access to the Entitled Device(s), if necessary for phone-based troubleshooting.
- Customer shall provide the serial number or service tag number of the Entitled Device 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 their monthly allotment of On-Site Support hours or purchase additional On-Site Support hours as Point of Need Services for 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.
- Any On-Site Support hours not used during a given month will expire and will not roll-over to the next month.
- Additional hours of On-Site Support may be purchased by Customer as Point of Need Services.
- On-Site Support service 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 On-Site Support 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. On-Site Support services provided outside of normal business hours may be subject to an additional charge.
- 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 ProManage Managed Services Sales Representative at 1-866-340-5142.

## Terms & Conditions

**Term of Services.** This Service shall be on a monthly subscription basis 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 Entitled Devices or extend the term of Services on an annual or monthly basis subject to available options. Changes in Service Level or Entitled Devices will take effect during the next term of Service. Customer shall provide Dell with a minimum of thirty (30) days advance written notice of its intent to terminate the Service. By purchasing these Services on a monthly basis, Customer agrees that any Services provided are subject to the then-current Service Description available for review at [www.dell.com/servicecontracts](http://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.

**Authorization of Technical Contacts and/or Sales Agents Contact.** A Technical Contact may be an employee of Customer. Customer is required to identify at least one Technical Contact on Appendix B to act on behalf of and as a representative of Customer in connection with this Service. A Sales Agent Contact may be an individual from a third party service provider whom Customer relies upon for IT support. Customer may identify at one or two Sales Agent Contact(s) on Appendix C to act on behalf of and as a representative of Customer in connection with this Service. Customer authorizes Dell to work with the Technical Contact(s) and/or Sales Agent Contact(s) to perform the Services including but not limited to the release of Customer's information and data to such Technical Contact(s) and/or Sales Agent Contact(s) to the extent necessary to perform the Service. Customer is solely liable for all acts or omissions of its Technical Contact(s) and/or Sales Agent Contact(s). 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 act or omission of each Technical Contact and/or Sales Agent Contact in its capacity as a representative of Customer, regardless of the form of action.

**Confidentiality.** Customer acknowledges and agrees that in connection with the performance of the Services (1) Dell may access any information contained in Customer's IT environment; (2) Customer may provide information to Dell by telephone or otherwise; (3) Customer is authorized by law or otherwise to disclose and permit Dell to access such information, and (4) Dell may access Customer's IT environment from the United States, Mexico and elsewhere. Dell will handle any and all confidential information including personal information that Customer may disclose, or that Dell may access, in accordance with the applicable confidentiality and data privacy provisions set forth in the CMSA and the AUP.



**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 Entitled Devices.** By purchasing the Services, Customer acknowledges that Dell will access, connect to and manage Entitled 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 Entitled Device(s). Restrictions may be limited to pre-defined permission profiles.

**On-Site Support.** 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. On-Site Support services in excess of the monthly hours provided as part of the Service may be purchased by Customer as Point of Need Services

**Support & Parts Availability for Non-Dell Hardware.** Additional charges for labor or parts may apply to non-Dell Entitled Devices depending on (i) support practices of the manufacturer of the non-Dell Entitled Device(s) and (ii) any warranty/service contract Customer may have for the non-Dell Entitled Device(s). Service parts may not be available for non-Dell Entitled Device(s) or may be subject to additional charges.

**Missed Service Visit.** If Customer is not at the location or available when the On-Site Support service technician arrives to perform Service a subsequent visit by the On-Site Support 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 Support 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 Entitled Device(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 Entitled Device(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; 2) Customer fails to cooperate, threatens in any manner or otherwise creates a hazardous working environment for the assisting analyst or On-Site Support services technician; or 3) Customer fails to comply with Customers Responsibilities as set forth in Appendix A.

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. **DELL IS NOT RESPONSIBLE FOR AND DOES NOT WARRANT ANY THIRD-PARTY PRODUCTS OR -SERVICES, INCLUDING BUT NOT LIMITED TO THEIR FUNCTIONALITY, QUALITY, PERFORMANCE, DURATION, MERCHANTABILITY, OR FITNESS FOR ANY PARTICULAR PURPOSE, AND DELL WILL NOT PROVIDE ANY WARRANTY OR SUPPORT FOR SUCH THIRD-PARTY PRODUCTS AND -SERVICES, EVEN IF CUSTOMER PURCHASED THESE BASED ON RECOMMENDATIONS, GUIDANCE OR REFERRAL FROM DELL PERSONNEL**

**Warranty.** DELL WARRANTS THAT SERVICES WILL BE PERFORMED IN A GOOD AND WORKMANLIKE MANNER. EXCEPT AS EXPRESSLY STATED IN THE PRECEDING SENTENCE, DELL (INCLUDING ITS AFFILIATES, SUBSIDIARIES, SUPPLIERS, LICENSORS, SUBCONTRACTORS, DISTRIBUTORS, SERVICES PARTNERS, AGENTS AND MARKETING PARTNERS) AND EACH OF THEIR RESPECTIVE EMPLOYEES, DIRECTORS AND OFFICERS (COLLECTIVELY, THE "DELL PARTY(IES)") MAKES NO EXPRESS OR IMPLIED WARRANTIES WITH RESPECT TO ANY OF THE SERVICES, INCLUDING BUT NOT LIMITED TO, ANY WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, PERFORMANCE, SUITABILITY OR NON-INFRINGEMENT; 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; OR ANY WARRANTY CONCERNING THE RESULTS TO BE OBTAINED FROM THE SERVICES OR THE RESULTS OF ANY RECOMMENDATION THE DELL PARTIES MAY MAKE.

**Limitation of Liability.** NEITHER THE DELL PARTIES NOR CUSTOMER WILL BE LIABLE FOR ANY INCIDENTAL, INDIRECT, PUNITIVE, SPECIAL OR CONSEQUENTIAL DAMAGES, ARISING OUT OF OR IN CONNECTION WITH THE SERVICES PROVIDED BY DELL. NEITHER PARTY SHALL HAVE LIABILITY FOR (A) LOSS OF REVENUE, INCOME, PROFIT, OR SAVINGS, WHETHER DIRECT OR INDIRECT, (B) LOST OR CORRUPTED DATA OR SOFTWARE, LOSS OF USE OF SYSTEM(S) OR NETWORK, OR THE RECOVERY OF SUCH, (C) LOSS OF BUSINESS OPPORTUNITY, (D) BUSINESS INTERRUPTION OR DOWNTIME, OR (E) SERVICES, DELL PRODUCTS OR THIRD-PARTY PRODUCTS NOT BEING AVAILABLE FOR USE BY CUSTOMER. EXCEPT FOR CLAIMS THAT THE SERVICES (EXCLUDING THIRD-PARTY SERVICES) CAUSED BODILY INJURY (INCLUDING DEATH) DUE TO THE DELL PARTIES' NEGLIGENCE OR WILLFUL MISCONDUCT, THE DELL PARTIES' TOTAL LIABILITY, WHETHER THE CLAIM FOR SUCH DAMAGES IS BASED IN CONTRACT, WARRANTY, STRICT LIABILITY, NEGLIGENCE OR TORT, ARISING OUT OF, OR IN CONNECTION WITH THE SERVICES SHALL NOT EXCEED THE AMOUNTS PAID BY CUSTOMER FOR THE SPECIFIC SERVICE(S) GIVING RISE TO SUCH CLAIM DURING THE PRIOR TWELVE MONTH PERIOD.



EACH PARTY ACKNOWLEDGES THAT THESE LIMITATIONS APPLY EVEN IF A PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES OR THE REMEDIES FAIL OF THEIR ESSENTIAL PURPOSE AND THAT, WITHOUT THESE LIMITATIONS, THE FEE FOR THE SERVICES PROVIDED HEREUNDER WOULD BE HIGHER.

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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>

<b>Customer:</b>
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**

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## ProManage: Managed Services

### 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.

**Notification to Dell Prior to Environment Changes.** Customer agrees to notify the Service Desk at least 24 hours prior to change management activities affecting Entitled Devices, including those activities listed below. Change management activities include any enhancement, modification, update, installation or de-installation that will impact the existing production environment for one or more Entitled Devices, including, but not limited to, networks, data center operations, support or facilities environment.

#### **Activity / Tasks that involve the loss of monitoring services and/or trigger alerts:**

- o Stopping/disabling monitoring Services for one or more Entitled Device(s).
- o Server shutdowns/reboots.
- o Decommissioning/replacement of Entitled Devices including activities related to the replacement, refresh, reconfiguration or decommissioning of hardware.
- o Disabling switch ports as well as physical cable disconnections (i.e. moving equipment).
- o Disabling network cards.
- o Disconnecting network cables.
- o Service account changes (Credentials, naming). Changes such as renaming, deleting, privileges change and mainly password reset on accounts used in connection with Entitled Devices.
- o Outages/maintenance of the environment containing Entitled Devices (including emergency changes).
- o Installation/deinstallation/upgrades of system software introduced into environment containing Entitled Devices (servers, routers, firewalls, etc)

By providing the Service Desk with advance notice of any change management activities, the Service Desk will suppress alerts from being generated for the Entitled Devices affected by the change management activities during the maintenance window selected by Customer. Customers who do not follow this procedure may place their environment at risk and may incur additional Point of Need service charges if Dell is requested to bring the environment back to a stable ready state for Services.

**Cooperate with Dell Telephone Analyst and On-Site Support Technician.** Customer agrees to cooperate with and follow instructions given by the Dell telephone analyst and On-Site Support services 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.

**Device-Service Eligibility.** Customer must maintain the eligibility for Entitled Device(s) to be covered by 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 Entitled Device(s).

#### Technical Requirements

##### **Server to install Dell Remote Monitoring agent**

- Windows Server 2000 or 2003 32-bit
  - o Microsoft .NET 2.0 must be installed
- 1 GB RAM "FREE"
- 1 GB free space on the hard drive
- 1GHz Pentium 4 processor
- Server must have high availability (24x7x365 with minimal downtime)

##### **IT Environment**



- Active Directory with all systems in the environment added to the domain
- Provide Dell with a list of all subnets that devices are on
- 512KB persistent broadband connection

**Firewall - Hardware**

- Outbound Ports 443 and 80 must be open

**Firewall – Software (Windows, Symantec, McAfee, ect.)**

- Exception must be created in firewall software for DRM monitoring application Dell installs

**Dell Provisioning Agent Activities**

- Review the checklist items (above) with you and resolve any that are still open
  - Explain services we have available to help get your environment qualified if it is not
- Create 3 domain administrator rights accounts to allow Dell and our tool to monitor your IT environment
- Install the Dell Remote Monitoring agent on the qualified server
- Ensure the Dell Remote Monitoring agent can discover devices on your network
- Gain an understanding of your IT environment, needs, and challenges
- Explain and answer your technical questions about Dell’s Managed Services
- Outline “next steps” and timing of your IT Assessment report delivery

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

	<b>SilverStreak Mobile</b>	<b>1 - 25 Devices</b>	<b>26 - 50 Devices</b>	<b>51 - 100 Devices</b>
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

**Supported Products:**

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 the Dell Service Desk.**

**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®



## ProManage: Managed Services

### Appendix B: Designation of Technical Contact(s)

This Service is designed to allow Customer to designate one or two Technical Contact(s) to act on behalf of Customer and act as a technical representative of Customer in connection with this Service. A Technical Contact may only be an employee of the Customer.

The Technical Contact should have system administration responsibilities for the Entitled Device(s) and be available as a resource to Dell prior and throughout the performance of this Service to provide appropriate access privileges to the Entitled Device(s). Whenever an authorized representative of Customer designates a Technical Contact, an Access Level will also need to be assigned to the newly designated Technical Contact.

The rights associated with each Access Level are set forth in the following chart

Technical Contact Has Authorization To:	Level One	Level Three
Obtain service desk break/fix service on Entitled Devices.	✓	✓
Decrement available PON credits to obtain service.	✓	✓
Purchase PONs via credit card.	✓	✓
Purchase PONs via net billing if company credit is available	✓	
Add/delete Entitled Devices to contract	✓	
Add/delete/change levels of company users	✓	
Change contract level	✓	
Extend/cancel contract	✓	

**Dell recommends assignment of Level 1 Access is limited to direct senior employees of Customer.**

Customer may add /remove a Technical Contact or modify the Access Level for any Contact by having an authorized representative of Customer with Level 1 Access call the Dell Service Desk.

Any Technical Contact(s) previously designated by Customer via another ProManage Managed Service offering remains a Technical Contact for purposes of this Agreement, unless an authorized representative from Customer calls the Service Desk and directs Dell to remove such Contact.

#### Technical Contact Authorization

By designating one or more Technical Contacts below, Customer authorizes Dell to work with the Technical Contact(s) to perform the Services including but not limited to the release of Customer's information and data to such Technical Contact(s) to the extent necessary to perform the Service. Customer is solely liable for all acts or omissions of its Technical Contact(s). 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 act or omission of each Technical Contact in its capacity as a representative of Customer, regardless of the form of action.

#### Technical Contact(s):

Name:

Company:

Position:

Email:

Access Level (circle one):    LEVEL 1            LEVEL 3

By your signature below, you (Customer) hereby authorize Dell to add the above individual(s) as a Technical or Administrative Contact in accordance with the terms of this Service Description.

Customer Signature:

Date:



## ProManage: Managed Services

### Appendix C: Designation of Sales Agent Contact(s)

This Service is designed to allow Customer to designate one or two Sales Agent Contact(s) to act on behalf of Customer and act as a representative of Customer in connection with this Service. A Sales Agent Contact may be an individual from a third party service provider whom Customer relies upon for IT support such as your Dell ProManage Sales Agents.

The rights associated with each Sales Agent are set forth in the following chart

Sales Agent Contact Has Authorization To:	Level Three
Obtain service desk break/fix service on Entitled Devices.	✓
Decrement available PON credits to obtain service.	✓
Purchase PONs via Sales Agent Contact credit card.	✓
Receive and Review Assessment report	✓
Receive and Review Monthly service reports	✓

Customer may add /remove a Sales Agent Contact by having an authorized representative of Customer with Level 1 Access call the Dell Service Desk.

Any Sales Agent Contact(s) previously designated by Customer via another ProManage Managed Service offering remains a Sales Agent Contact for purposes of this Agreement, unless an authorized representative from Customer calls the Service Desk and directs Dell to remove such Contact.

#### Sales Agent Contact Authorization

By designating one or more Sales Agent Contacts below, Customer authorizes Dell to work with the Sales Agent Contact(s) to perform the Services including but not limited to the release of Customer's information and data to such Sales Agent Contact(s) to the extent necessary to perform the Service. Customer is solely liable for all acts or omissions of its Sales Agent Contact(s). 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 act or omission of each Sales Agent Contact in its capacity as a representative of Customer, regardless of the form of action.

#### Sales Agent Contact(s):

Name:

Company:

Position:

Email:

By your signature below, you (Customer) hereby authorize Dell to add the above individual(s) as a Sales Agent Contact in accordance with the terms of this Service Description.

Customer Signature:

Date: