

Service Description

ProSupport for Your Enterprise

Service Overview

Dell is pleased to provide ProSupport for Your Enterprise (the “Service” or “Services”) for select server, storage, desktop and notebook systems and printers (the “Supported Products” as defined below) in accordance with this document (the “Service Description”). This Service includes:

- Direct telephone access 24 hours/day, 7 days/week (including holidays) for Customer’s trained IT staff to Dell’s global Expert Center staffed by senior-level analysts for troubleshooting assistance of hardware and software issues.
- Pre-assigned Service Delivery Manager (“SDM”) as Customer’s 24x7 primary point of contact for proactive planning (including customized support plans) and coordination related to all Dell commercial services.
- Initial high-level gap assessment and evaluation of Customer’s operational support processes (“Support Assessment”). Refer to http://enterprise.us.dell.com/en-US/tam/pmo/es2/gap_assessment.htm for more information.
- Customized support plan based on Customer’s specific service goals.
- Real-time tracking window for select server/storage products/incidents which displays current dispatch status and history in an online interface.
Monthly reporting for Supported Products and “Operations Performance Benchmarking” of server and storage service performance to summarize Customer support activities and assist Customer in proactively planning infrastructure improvements. Refer to http://enterprise.us.dell.com/en-US/tam/pmo/es2/benchmark_reports.htm for more information.
- On-site dispatch of technician and/or warranty parts to Customer’s business location (as necessary and according to level of service purchased) for repairs and resolution necessary due to a defect in materials or workmanship on a Supported Product.
- Opportunity to apply for enrollment in Fast-Track dispatch for Dell-certified Customer technicians who request a dispatch of warranty parts or parts and labor labor via Dell online website, electronic interface or phone to Customer’s business location (as necessary and according to level of service purchased) for repairs and resolution necessary due to a defect in materials or workmanship on a Supported Product (please note that Dell | EMC Enterprise Storage™ products are not eligible for Fast-Track dispatch). See Fast-Track dispatch enrollment application and Service Description for complete terms and conditions.
- Online technical training to establish Dell certification required for Fast-Track Dispatch.
- 7x24 access to online support forums.
- Access to Global Command Centers which help manage critical situations in Customer environments, monitor all on-site mission critical dispatches, and provide proactive crisis management coordination and communication during events such as natural disasters.
- Case management to help track resolution and escalation of issues.
- Escalation management to provide a single point of contact for incident management, escalation and status of incidents within the scope of this Service.
- DellConnect troubleshooting assistance for many common support issues, when available and with Customer’s consent, in which Dell technicians connect directly to the user’s system over a secure internet connection to expedite and enhance the troubleshooting process.

Supported Products: This Service is available on select Dell PowerEdge™, PowerVault™, PowerConnect™, Dell | EMC Enterprise Storage™ systems which are in a standard configuration, as well as OptiPlex™, Precision™, Latitude™ computer systems and select Dell printers which are in a standard configuration (the “Supported Products”). The Supported Product covered under this Service Description is identified on Customer’s Dell invoice. A separate contract must be purchased by Customer for each Supported Product. (For instance, the printer attached to an entitled system is NOT covered unless the printer has a separate support contract of its own.) Each Supported Product will be tagged with a serial number (the “Service Tag”).

Please read this Service Description carefully and note that Dell reserves the right to change or modify any of the terms and conditions set forth in this Service Description at any time, and to determine whether and when any such changes apply to both existing and future Customers.

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Eligibility: To participate in this Service, Customer must purchase this Service on a minimum of 200 qualifying units. One qualifying unit is defined as either one server or storage unit or 25 notebook or desktop units. Customer may purchase a combination of products to meet minimum threshold. If customer does not have the minimum of 200 qualifying units, this Service can be purchased at an annual fee.

Support Procedures

Contacting Dell For Service

Fast-Track Dispatch: For Customers enrolled in Fast-Track dispatch, qualifying incidents may be handled by qualified and certified Customer technicians through the submission of a service request online through the ProSupport Fast-Track Dispatch website for the appropriate region. (See Fast-Track dispatch enrollment application and Service Description for complete terms and processes.)

Low-Urgency Support Requests: For issues not requiring urgent response, Customer may submit a service request online through the ProSupport for Your Enterprise website for the appropriate region:

U.S.A. Web site, Chat and Email Support: <http://support.dell.com/ProSupport>

High Priority Support Requests: Dell will use commercially reasonable efforts to keep telephone support for this Service available 7 days/week, 24 hours/day, 365 days a year – including holidays.

1. Call for Assistance
 - For high-priority support requests, call the toll free number for this Service: **800-945-3355** for Dell PowerEdge™, PowerVault™, PowerConnect™ and Dell | EMC Enterprise Storage™ systems. **1-866-516-3115** for OptiPlex™, Precision™ and Latitude™ systems. Call from a location which includes physical access to the Supported Product if needed during phone-based troubleshooting.
 - Provide the Service Tag number and other information as requested to the analyst. Analyst will verify support level and any expiration of Services.
2. Assist with Phone-based Troubleshooting
 - When requested, identify error messages received and when they occur; what activities preceded the error message; and what steps Customer has already taken to solve the problem.
 - Analyst will go through a series of troubleshooting steps to help diagnose the issue.
 - If an on-site dispatch is necessary, the analyst will provide Customer with additional instructions.

Severity Levels and Dell Response for Products with Mission Critical: Customers calling in may designate the severity level of the incident and associated condition using the below chart.

Severity	Condition	Dell Response	Customer Role
1	Complete loss of critical business function, requiring immediate response	Emergency dispatch in parallel with immediate phone troubleshooting; quick Escalation Manager intervention.	Provide 24x7 allocation of appropriate staff/resources in support. Site senior management informed and engaged.
2	High impact, but imminent workaround or resolution available; 24x7 resource allocation not available to support Dell response	Immediate phone troubleshooting; Escalation Manager intervention if remote diagnosis has not been determined within 90 minutes of contact. Parts/labor dispatch <i>after</i> phone troubleshooting.	Provide appropriate staff and resources to sustain continuous communication and work efforts. Site senior management informed and engaged.
3	Minimal business impact	Troubleshooting by phone, parts/labor dispatched <i>after</i> phone troubleshooting, and case status as mutually agreed.	Provide point-of-contact information for case and respond to Dell requests within 24 hours.

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Severity Levels and Dell Response for Products without Mission Critical: Customers calling in may designate the severity level of the incident and associated condition using the below chart.

Severity	Condition	Dell Response	Customer Role
2	High impact, but imminent workaround or resolution available; 24x7 resource allocation not available to support Dell response	Immediate phone troubleshooting; Escalation Manager intervention if remote diagnosis has not been determined within 90 minutes of contact. Parts/labor dispatch <i>after</i> phone troubleshooting.	Provide appropriate staff and resources to sustain continuous communication and work efforts. Site senior management informed and engaged.
3	Minimal business impact	Troubleshooting by phone, parts/labor dispatched <i>after</i> phone troubleshooting, and case status as mutually agreed.	Provide point-of-contact information for case and respond to Dell requests within 24 hours.

On-Site Support

On-site response options vary depending on the type of service purchased and whether or not Mission Critical was purchased with this Service. Customer's invoice indicates Customer's type of on-site response and provided all applicable terms and conditions set forth in this Service Description have been fulfilled, Dell will dispatch a service technician to the Customer's business location (indicated on Customer's invoice or Customer's applicable separately signed agreement with Dell) as necessary pursuant to the Severity level and applicable on-site response table below:

A. ProSupport for Your Enterprise On-Site Response with Mission Critical

This Service when purchased in conjunction with Mission Critical provides faster response times and may initiate a critical situation ("Crit Sit") process for severity level 1 issues and Emergency Dispatch when required.

Emergency Dispatch for Mission Critical Severity Level 1 issues: Supported Products with both a ProSupport and Mission Critical contract with 2-hour or 4-hour on-site response will have an on-site technician dispatched, if necessary, in parallel with phone-based troubleshooting. Following completion of problem determination the analyst will determine if the issue requires parts to be dispatched. .

ProSupport On-Site Response with Mission Critical:

Type of On-Site Response	On-site Response Time	Restrictions/Special Terms
2-Hour On-Site Response with 6-Hour Repair Service	Technician usually arrives on-site within 2 hours after completion of phone-based troubleshooting and usually repairs the hardware within 6 hours of dispatch.	<ul style="list-style-type: none"> Available 7 days/week, 24 hours/day - including holidays. Available within defined 2 hour response locations. Available on select Dell models only. Emergency dispatch in parallel with troubleshooting available for Mission Critical Severity Level 1.
4-Hour On-Site Service	Technician usually arrives on-site within 4 hours after completion of phone-based troubleshooting.	<ul style="list-style-type: none"> Available 7 days/week, 24 hours/day - including holidays. Available within defined 4 hour response locations. Available on select Dell models only. Emergency dispatch in parallel with troubleshooting available for Mission Critical Severity Level 1.
8-Hour On-Site Service	Technician usually arrives on-site within 8 hours after completion of phone-based troubleshooting.	<ul style="list-style-type: none"> Available 7 days/week, 24 hours/day - including holidays. Available within defined 8 hour response locations. Available on select Dell products only. Emergency dispatch in parallel with troubleshooting available for Mission Critical Severity Level 1.

For all other on-site response service options: Following completion of remote troubleshooting and problem determination, the analyst will determine if the issue requires an on-site service technician and/or parts to be dispatched or if the issue can be resolved remotely over the phone.

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Missed Service Visit. If Customer or Customer's authorized representative is not at the location when the service technician arrives, the service technician cannot service the Supported Product. The technician will leave a card to let Customer know he or she was there. If this occurs, Customer may be charged an additional charge for a follow-up service call.

B. ProSupport for Your Enterprise On-Site Response *without* Mission Critical

ProSupport Standard On-Site Response options (non Mission Critical)

Type of On-Site Response	On-site Response Time	Restrictions/Special Terms
4-Hour On-Site Service	Technician usually arrives on-site within 4 hours after completion of phone-based troubleshooting.	<ul style="list-style-type: none"> Available 7 days/week, 24 hours/day - including holidays. Available within defined 4 hour response locations. Available on select Dell models only.
Next Business Day On-Site Response Service	Following phone-based troubleshooting, a technician can usually be dispatched to arrive on-site the next business day.	<ul style="list-style-type: none"> Available 5 days/week, 10 hours/day - <i>excluding</i> holidays. Limited to locations beyond 4 hour response locations. Calls received by Dell Expert Center after 5:00 PM local Customer time (Monday - Friday) and/or dispatches made after that time may require an additional business day for service technician to arrive at Customer's location. Available on select Dell models only.
Outside Continental United States ("OCONUS") Customers	Following phone-based troubleshooting, parts can be dispatched. On-site arrival times will depend on location and part availability.	<ul style="list-style-type: none"> Limited to Dell-approved OCONUS Customers. Availability limited to select systems and locations. See www.dell.com/fed/international for details. Federal Customers should consult OCONUS Service Locations in Customer's applicable separately signed agreement with Dell.

For all other on-site response service options: Following completion of remote troubleshooting and problem determination, the analyst will determine if the issue requires an on-site service technician and/or parts to be dispatched or if the issue can be resolved remotely over the phone.

Missed Service Visit. If Customer or Customer's authorized representative is not at the location when the service technician arrives, the service technician cannot service the Supported Product. The technician will leave a card to let Customer know he or she was there. If this occurs, Customer may be charged an additional charge for a follow-up service call.

Collaborative Support:

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

To be eligible for Collaborative Support, Customer must have the appropriate active support agreements and entitlement with the respective third party vendor. Once isolated and reported, the third party vendor provides technical problem support and resolution for Customer's problem. **DELL WILL NOT BE RESPONSIBLE FOR THE PERFORMANCE OF OTHER VENDORS' PRODUCTS OR SERVICES.** Customer agrees to indemnify and hold Dell harmless for any claims related to those third party products.

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View current Collaborative Support partners

at http://www.dell.com/content/topics/global.aspx/services/cst/core_software_troubleshooting?c=us&cs=55&l=en&s=biz. Please note that partners may change at any time without notice to Customers.

Software Troubleshooting

ProSupport for Your Enterprise includes software troubleshooting with Collaborative Support (as set forth above) for select applications, operating systems, and firmware on Supported Products (the “Covered Software Products”) over the telephone, or by transmission of software and other information through electronic means, or by shipping software and/or other information to Customer. Covered Software Products include core operating systems (Microsoft®, Novell® or Red Hat®), core Dell|EMC software (such as Navisphere® Manager, Access Logic™, Navisphere Agent and PowerPath®), and key software applications (such as Dell Client Manager and OpenManage software).

Limits on Software Troubleshooting Service. Dell does not warrant that any particular question will be resolved or that the Covered Software Product will produce any particular result. Situations giving rise to Customer’s questions must be reproducible on a single system (i.e., one central processing unit with its workstation and other peripherals). Dell may conclude that a question is sufficiently complex or that Customer’s Supported Product is of a nature that precludes effective analysis of the question through telephone discussions. Customer understands and accepts that Dell may be unable to resolve questions of this sort, and Customer understands and accepts that Customer will have to make independent arrangements for resolution of such questions.

Dell | EMC Core Software Updates

ProSupport for Your Enterprise includes the following software updates for core Dell | EMC software such as Navisphere® Manager, Navisphere Manager Express (AX series only), Access Logix™ (CX series only), , PowerPath® and SnapView Express (AX series only) (for the service period indicated on the invoice):

- Patches and Bug Fixes - minor changes made by EMC to the applicable Enterprise Storage Software for purposes of maintaining operating system compatibility and/or database compatibility; and any error corrections, workarounds and/or patches needed to maintain conformance to the documentation for the applicable Enterprise Storage Software.
- All new versions or releases of the applicable Enterprise Storage Software generally made available by EMC at no additional charge to other licensees for Enterprise Storage Software that is covered by an EMC warranty or under an annual maintenance contract between EMC and the licensee. These generally consist of releases that contain patches and bug fixes, changes that reflect an expansion or extension of existing features, and changes that include substantial new features, functions or capabilities.

May require additional purchase. Dell | EMC Core Software Updates may require the purchase of a separate Dell On-site Installation or Proactive Maintenance Service as directed by Dell in order to keep the Supported Product(s) eligible for this Service.

Renewal. Customer may be entitled to renew for additional periods and/or purchase additional Dell | EMC Core Software Updates depending on the available options then in effect and in accordance with Dell's then-current rates, terms and conditions by submitting a purchase order to Dell. Dell may change its rates, terms, and conditions for providing support at any time. The fees for renewing Dell | EMC Core Software Updates are listed here:

Dell | EMC ProSupport for Your Enterprise Support Renewal Rates (Exhibit A):
http://www.dell.com/downloads/global/services/con_pessTiersGold_ex-A.pdf

ProSupport for Your Enterprise Does Not Include:

- Other activities such as, installation, de-installation, relocation, preventative maintenance, training assistance, remote administration or any activities or services not expressly described in this Service Description.

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- Accessories, supply items, media replacement, operating supplies, peripherals or parts such as batteries, frames, and covers or support thereon.
- Direct third party product support or support of versions not currently supported by the manufacturer, vendor or partner. (This Service includes “Collaborative Support;” see Support Procedures above.)
- Support for equipment damaged by act of God (such as but not limited to, lightning, flooding, tornado, earthquakes and hurricanes), misuse, accident, abuse of Supported Product or components (such as, but not limited to, use of incorrect line voltages, use of incorrect fuses, use of incompatible devices or accessories, improper or insufficient ventilation, or failure to follow operating instructions), modification, unsuitable physical or operating environment, improper maintenance by Customer (or Customer’s agent), moving the Supported Product, removal or alteration of equipment or parts identification labels, or failure caused by a product for which Dell is not responsible.
- Software application set-up, “how-to” help or user training such as spyware/virus removal or data back up.
- Advanced wireless, networking or remote installation, set-up, optimization, configuration, scripting, programming, database design/implementation, Web development or recompiled kernels.

Customer Responsibilities

- **Software/Data Backup.** It is the Customer’s responsibility to complete a backup of all existing data, software, and programs on Supported Products prior to Dell performing any Services. **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.**
- **Authority to Grant Access.** Customer represents and warrants that it has obtained permission for both Customer and Dell to access and use the Supported Product, the data on it, and all hardware and software components included in it, for the purpose of providing these Services. If Customer does not already have that permission, it is Customer’s responsibility to obtain it, at Customer’s expense, before Customer asks Dell to perform these Services.
- **Cooperate with Phone Analyst and On-site Technician.** Customer agrees to cooperate with and follow the instructions given by Dell phone analyst and its 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.
- **Supported Releases.** Customer must maintain software and Supported Product(s) at Dell-specified minimum release levels or configurations as specified on PowerLink for Dell | EMC Storage or as specified on www.support.dell.com for Supported Products. Customer must also ensure installation of remedial replacement parts, patches, software updates or subsequent releases as directed by Dell in order to keep the Support System(s) eligible for this Service.
- **Third Party Warranties.** These Services may require Dell to access hardware or software that is not manufactured by Dell. Some manufacturers’ warranties may become void if Dell or anyone else other than the manufacturer works on the hardware 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 DOES NOT TAKE RESPONSIBILITY FOR THIRD PARTY WARRANTIES OR FOR ANY EFFECT THAT THE DELL SERVICES MAY HAVE ON THOSE WARRANTIES.**
- **On-Site Obligations.** Where Services require on-site performance, Customer must provide free, safe and sufficient access to Customer’s facilities and the Supported Product(s). Sufficient access includes ample working space, electricity, and a local telephone line. A monitor or display, a mouse (or pointing device), and keyboard must also be provided (at **NO** cost to Dell), if the system does not already include these items.

NOTE: If Customer fails to comply with the responsibilities and terms outlined in this Service Description, then Dell is not obligated to provide the Service.

Important Additional Information

Cisco. Dell has contracted with Cisco and is utilizing Cisco technical resources in delivering ongoing support for select Cisco products as part of Dell’s overall services solution.

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Assignment. Dell may assign these Services and/or Service Description to qualified third party service providers.

Whole Unit Replacement. If the analyst determines that the component of the defective Supported Product is one that is easily disconnected and reconnected (such as a keyboard or monitor), or if the analyst determines that the Supported Product is one that should be replaced as a whole unit, Dell reserves the right to send Customer a whole replacement unit. If a Dell technician delivers a replacement unit to Customer, Customer must relinquish the defective System or component thereof to the Dell technician, unless Customer has purchased Keep Your Hard Drive for the affected system in which case Customer may retain the respective hard drive(s). If Customer does not relinquish the defective unit to the Dell technician as required above, or if (in the event the replacement unit was not delivered in person by a Dell technician) the defective unit is not returned within ten (10) days, Customer agrees to pay Dell for the replacement unit upon receipt of invoice. If Customer fails to pay such invoice within ten (10) days after receipt, in addition to any other legal rights and remedies available to Dell, Dell may terminate this Service Description upon notice.

Parts Ownership. All Dell service parts removed from the Supported Product and returned to Dell become the property of Dell. Customer must pay Dell at the current retail price(s) for any service parts removed from the System and retained by Customer (except for hard drives from systems covered by Keep Your Hard Drive service) if Customer has received replacement parts from Dell. Dell uses new and reconditioned parts made by various manufacturers in performing warranty repairs.

Parts Stocked. Dell currently stock parts in various locations throughout the world. Selected parts may not be stocked in the location closest to a Customer's site. If a part that is needed to repair the Supported Product is not available from a Dell facility near Customer's location and must be transferred from another facility, it will be shipped using overnight delivery.

Support Limitations. Dell is not liable for any failure or delay in performance due to any cause beyond its control. Service extends only to uses for which the Supported Product was designed.

Term and Renewal. Customer will receive Services for the term indicated on Customer's invoice. Prior to the expiration of the service term, Customer may be entitled to extend the term depending on available options then in effect and in accordance with Dell's then-current procedures.

In addition, Dell may, at its option, propose to renew this Service by sending Customer an invoice to renew the Services. Customer may, at its option, and only where permitted by law, agree to such renewal of the Services by paying such invoice by the due date. Payment of renewal invoices shall indicate Customer's agreement to extend the term of this Service for the periods covered by such invoice. If Customer elects not to pay a renewal invoice, Services will be discontinued as of the expiration date set forth on the original or last paid Customer invoice.

Relocation. These Services will be delivered to the site(s) indicated on the Customer's invoice or Customer's applicable separately signed agreement with Dell. Customer agrees to give Dell at least thirty (30) days notice online at http://support.dell.com/support/topics/global.aspx/support/change_order/en/tag_transfer prior to relocating any Supported Products. These Services are not available at all locations. Dell's obligation to supply these Services to relocated Supported Products is subject to local availability and may be subject to additional fees, and to inspection and recertification of the relocated Supported Products at Dell's then current time and materials consulting rates. Customer will provide Dell with sufficient, free, and safe access to Customer's facilities for Dell to fulfill these obligations. This Service does not include support for damages resulting from moving the Supported Product from one geographic location to another or from one entity to another.

Cancellation. Customer may terminate this Service within thirty (30) days of Customer's receipt of the Supported Product by providing Dell with written notice of cancellation. If Customer cancels this Service within thirty (30) days of receipt of the Supported Product, we will send Customer a full refund less the costs of support claims, if any, made under this Service Description. However, if more than thirty (30) days have

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transpired since Customer's receipt of the Supported Product, 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: Customer fails to pay the total price for this Service in accordance with the invoice terms; Customer makes a misrepresentation to Dell or its agents; Customer refuses to cooperate with or threatens in any manner the assisting analyst or on-site technician; Customer's repeated misuse of this Service for out of scope issues; or Customer otherwise breaches or fails to abide by all of the terms and conditions set forth in this Service Description. If Dell cancels this Service, we will send Customer written notice of cancellation at the address indicated in our records. 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 we send 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.

Dell may, at its discretion, terminate this Service Description 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 that Customer has paid. Any refund will be determined by Dell based on the passage of time and/or the number of support incidents at Dell's discretion.

Transfer of Service. Subject to the limitations set forth in this Service Description, Customer may transfer this Service to a third party who buys Customer's entire Supported Product before the expiration of the then-current service term, provided Customer is the original purchaser of the Supported Product and this Service Description, or Customer purchased the Supported Product and this Service Description from its original owner (or a previous transferee) and complied with all the transfer procedures set forth in this Service Description (including relocation terms above) and online at http://support.dell.com/support/topics/global.aspx/support/change_order/en/tag_transfer. A transfer fee may apply.

Please note that if Customer or Customer's transferee moves the Supported Product to a geographic location in which these Services are not available or not available at the same price as Customer paid for this Service, Customer may not have coverage or may incur an additional charge to maintain the same categories of support coverage at the new location. If Customer chooses not to pay such additional charges, Customer's Service may be automatically changed to categories of support which are available at such price or a lesser price in such new location with no refund available.

Except as described above, Customer may not assign or otherwise transfer this Service or Customer's rights under it, or delegate Customer's obligations without Dell's prior written consent. Any attempt to do so is void.

Terms and Conditions. Dell is pleased to provide these Services in accordance with this Service Description and either the terms and conditions of the Dell Customer Master Services Agreement at http://www.dell.com/service_contracts/ or Customer's applicable separately signed agreement with Dell.

*PowerEdge, PowerVault, PowerConnect, OptiPlex, Precision, Latitude, and Vostro are trademarks of Dell, Inc.
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Red Hat is a registered trademark of Red Hat, Inc.
Novell is a registered trademarks of Novell, Inc.
EMC, Navisphere, PowerPath, Access Logix are either trademarks or registered trademarks of EMC, Corp.*