1. INTRODUCTION TO YOUR SERVICE AGREEMENT

Advanced Network Management: Network outages or network performance problems can cause significant economic impacts to your day-to-day operations. Managing Network devices is critical to maintaining the health and integrity of your network. Advanced Network Management (the “Services” or “Service”) provides Dell resources and tools to remotely monitor and manage your network allowing your constrained IT resources to focus on higher value IT initiatives. Dell proactively monitors network devices 7x24x365 utilizing Dell automated tools. Behind this automation is a team of highly skill engineers that provide support for complex Network issues for various support levels. A minimum of fifty (50) contracted devices is required to purchase this Service.

Dell remotely monitors network availability and performance of the physical and logical (Layer 2 and Layer 3) network elements. These devices can be used in conjunction with wide-area networks (WAN) that support domestic and international transport via Private Line, MPLS, VPLS and Frame Relay transports, campus local area networks (LAN) and data center networks.

This Service automatically detects network faults, generating notifications when abnormal conditions occur. Incidents/tickets are created to the appropriate support teams using standard and recommended Severity Levels and a series of fault-resolution procedures begin. Carrier related issues will be worked by Dell until resolved while keeping the customer informed via email.

Advanced Network Management seeks to provide correct device configurations that enforce a customer’s IT security. This is accomplished by remotely managing and maintaining records and controls of each contracted device. The individual device configurations files are backed up daily and stored within a Dell Datacenter with retention of 30 days in case of a disaster. Advanced Network Management also includes proactive upgrades of Network Operating Software or (NOS). This allows customers network devices to maintain compliancy and meet Dell Standards for monitoring and management.

Performance Reports are generated monthly to assist in evaluating network operations and to determine any action or problem areas that need to be addressed.

This Service Description is entered among you the customer (“you” or “Customer”) and the Dell entity identified on your invoice for the purchase of this Service. This Service is subject to and governed by Customer’s separate signed master services agreement with Dell that explicitly authorizes the sale of this Service, or, in the absence of such agreement, Dell’s terms of sale applicable to commercial customers, which is available at www.Dell.com/Terms or your local country-specific www.Dell.com website or depending on Customer location, Dell’s standard Customer Master Services Agreement (“CMSA”), which can be obtained at www.dell.com/servicecontracts, and hereby incorporated by reference and available in hardcopy from Dell upon request. The parties acknowledge having read and agree to be bound by such online terms. Customer agrees that renewing, modifying, extending or continuing to utilize the Services
beyond the initial term is subject to the then-current Service Description available for review at www.dell.com/servicecontracts.

This Agreement commences on the date you place your order for the Services and continues through the Term of Service. The “Term of Service” begins on the purchase date and extends for the term indicated on the Order Form. The rate or price, and the applicable Term of Service for each is indicated on Customer’s order form or other mutually-agreed upon form of invoice, order acknowledgment or purchase order (collectively, “Order Form”). Purchases of Services under this Agreement shall be solely for Customer’s own internal use and not for resale.

By placing your order for the Services, utilizing the Services or associated software, or by clicking/checking the “I Agree” button or box on the Dell.com website in connection with your purchase or within a Dell software interface, you agree to be bound by this Service Description and the agreements incorporated by reference herein. If you are accepting this Service Description on behalf of a company or other legal entity, you represent that you have authority to bind such entity to this Service Description, in which case “you” or “Customer” shall refer to such entity.

2. SCOPE OF SERVICES

This Advanced Network Management Service is provided 7x24x365 days a year. Coordination and Implementation activities are completed during normal business hours excluding local, state and/or country holidays. Activity outside the scope of this Service can be offered via separate Services agreement. Please see your Dell Sales Representative for more information.

Implementation Process:

Implementation activities will begin with a processed order for a specific number of network devices and the customer’s signing of this Service Description as well as the mutual agreement of the following:

- The implementation phase will be approximately 45 business days depending upon customer’s volume of devices, a mutually agreed upon date and with customer’s signature below.
- Dell Services will provide all necessary documentation forms including Letter of Agency (LOA) and Network MACD (Move, Add, Change, Delete) connectivity information form to be completed by the end user or Customer.
- Customer will return the required documentation and any other forms requesting information as stated below in the Service-Specific Customer Responsibilities section.
- Dell Services will verify all provided information for completeness and begin implementation activities.
- When all implementation data is uploaded to Dell Services and connectivity has been completed and tested, customer will be notified that devices are being managed and monitored.

Service-Specific Customer Responsibilities

Customer agrees to perform the obligations provided and acknowledges and agrees that Dell Advanced Network Management Services has the ability to perform its obligations and its liability is interdependent on Customer’s compliance with the following:

- Provide remote access to Customer Network devices.
Customer is responsible for maintaining appropriate levels of hardware support, maintenance (including third party hardware and software contracts) and connectivity to prevent network performance degradation and maintain communications between the Customers’ contracted devices and Dell Services.

Customer to provide:
- IP address for each contracted network device
- Hardware information (type, model, serial #,) for each contracted network device.
- Remote access to each contracted device (device rules in place).
- Physical location of each contracted network device.
- Identify the additional specifications of customer-owned devices to be monitored as outlined on the MACD form.
- Identify current Maintenance Contract and Provider for each contracted network device.

Customer to provide Dell Services a current Network Design Document.

Customer to report any Service problems with a contracted network device in a timely manner to the service desk. The Service Desk agents are available 7x24x365.

Customer to provide Dell Services 14 working days advanced notice of any change management needed.

Customer to contact Dell Services if any network fault or outage is detected prior to Dell Services notification. Customer to supply appropriate information such as description of failure, the time it occurred, and the scope of the outage.

Customer to notify Dell Services of any changes in the network’s design, such as a change in the number of devices or protocols, that will affect the Customer Network Design Document.

Customer to physically maintain the monitored and managed equipment, locations and notify Dell Services of planned changes for devices that will be monitored under this offer.

Customer to provide a dedicated network connection/hardware required to a Dell Data Center for device monitoring purposes.

Customer to provide Dell Services with a completed LOA (Letter of Agency) for each carrier in support of Customers Network.

Customer HW must support TCP/UDP/SNMP and ICMP protocols by monitored devices.

Advanced Network Management Features:

The Advanced Network Management Service automatically detects network faults, generating notifications when thresholds are exceeded. Incidents/tickets are created utilizing Dell tools that automatically engage Dell’s Network Operations team.

Once implemented the following services are provided:

- **24x7x365 Monitoring and Management Services** of Customers contracted network devices utilizing best practices for incident and problem management processes to provide timely resolution. Processes are fully ITIL based and integrated.

- **Automatic detection of network faults**, generating notifications when thresholds are exceeded. Incidents (tickets) are tracked and escalated to appropriate levels of Dell’s Network Operations team.
for resolution. Once notified, operational restoration begins immediately. Once device is back in operative status the incident/ticket is closed.

- When the outage involves a telecommunication carrier, tickets are generated and issues are escalated to the appropriate carriers. Dell will work the issue until resolved while keeping the customer informed via email.
- Event consolidation utilizing the Dell Services Enterprise Management Tools Suite.
- Configuration / Fault Management monitoring of Customer network devices 24x7.
- Level 2/3 Engineering support for incidents that require technical escalation.
- MACD (Move Add Change Delete) process to maintain a network’s current state of operations including inventory of contracted devices.
- Proactive NOS (Network Operating System) refreshes of contracted device hardware software. This is to be kept current for the monitoring and management of each contracted device.
- Configuration Management provides for each device configuration to be backed up with the capability to restore in the case of a device failure. Individual device configurations files are backed up daily and stored within a Dell datacenter with retention of 30-days in case of a disaster.
- Quarterly Service Reviews delivered remotely.
- All events are consolidated into monthly Performance Reports that are used to assist in evaluating network operations and determine any action or problem areas that need to be addressed.
- Monthly Performance Reports are available via web access. Web access will be granted upon implementation completion. These reports provide up-to-date details of device configuration, availability and utilization. Sample list of available reports.
  1. Device level view
  2. Device Availability
  3. Port level view
  4. Port real-time Utilization
  5. Port Traffic Volume graph
  6. Port Fault graph
  7. Port Long term Utilization graph

**Service Desks Requests**
Should you identify network monitoring service issues you can contact the Service Desk via a toll free number. Our Service Desk agents are available 7x24x365 no matter where you are geographically located. The Service Desk agent will log an incident/ticket and route it to the Technical Support center or to the Account Manager for resolution. All agents will be English speaking only.
Additional Service Rules, Regulations and Conditions

Deployment of Dell’s Advanced Network Management does not achieve the impossible goal of risk elimination, and therefore Dell Services makes no guarantee that intrusion, compromises, or any other unauthorized activity will not occur on a Customer’s network.

Dell Services will not be undertaking any physical management of any devices subject to this service. Customer is solely responsible for acting upon the physical events and alerts presented to Customer for the contracted devices subject to this service.

Dell shall not have any liability or responsibility in connection with, or arising out of a Customer’s actions, failure to act or delay in acting on such events and/or alerts as and when presented. Dell use commercially reasonable efforts to assist the Customer in restoring the Customer’s network.

Dell may schedule normal maintenance outages with 24 hours’ notice to designated Customer contacts. This does not pertain to emergency maintenance.

Excluded Services: Advanced Network Management Services does not include any of the following:

- Network Devices that do not support TCP/UDP/SNMP and ICMP protocol.
- Servers, workstations, printers, storage devices and Modem racks and any device types that are not mentioned in the service description are not included in this service and will not be monitored.
- Network Design is not included but can be provided. Please see your Sales representative for more information.
- Dedicated Network Connectivity from Customer location to an authorized Dell Data Center is not included.
- Network hardware is not included but can be provided. Please see your Sales representative for more information.
- Remote or onsite technical support trouble-shooting for non-networking devices.
- Hardware warranty, repair or parts replacement.
- Sales administration, including but not limited to sales quotes or RFQ (Request for quote) responses.
- Any other service not specifically mentioned in the Scope of Services above.
- Any Dell training or certification services not specifically described in this Service Description.
- The provision of the Services does not include the development of any unique intellectual property created solely and specifically for the Customer under this Service Description.

3. SUPPORTED PRODUCTS

Advanced Network Management Services are available on any the following device classes:

- **Switches** (layer 2 and layer 3)
- **Routers** (small, large and data center appropriate devices)
• Firewalls
• **Wireless Controllers** (multiple access point configuration ranges available)
• **Access Points** (light weight and heavy weight)

4. **PURCHASE OPTIONS**

Advanced Network Management Services may be purchased for a minimum contract length of one-year with options for two- or three-year contracts. Monthly billing options are available.

Pricing is based on type of device to be managed and monitored, length of contract and billing preference. A minimum of 50 devices must be managed and monitored with this offer.

5. **CUSTOMER RESPONSIBILITIES**

A. **Authority to Grant Access.** Customer represents and warrants that it has obtained permission for both Customer and Dell, and, in the case of any personal data accessed by remote assistance, all necessary lawful consents from relevant data subjects, to access and use the Service as outlined above on all contracted network devices. If Customer does not already have that permission, it is the Customer's responsibility to obtain it, at Customer's expense, before Customer asks Dell to perform these Services.

B. **Customer Contact List:** The Customer is required to maintain and provide to Dell a list of three qualified contacts to receive the Service and have direct access to the Dell Technical Account Manager (TAM) or Manager via phone or email.

C. **Data Backup.** The Customer is responsible for completing a backup of all existing data and programs on all affected systems prior to the delivery of this Service by Dell. **DELL WILL HAVE NO LIABILITY FOR LOSS OR RECOVERY OF DATA OR PROGRAMS or loss of use of system(s) arising out of this Service or related support activities or any act or omission, including negligence, by Dell or a third-party service provider.**

6. **IMPORTANT ADDITIONAL INFORMATION**

A. **Commercially Reasonable Limits to Scope of Service.** Dell may refuse to provide Services if, in its opinion, providing the Services creates an unreasonable risk to Dell or Dell’s Service providers, or is beyond the scope of Services. Dell is not liable for any failure or delay in performance due to any cause beyond its control.

B. **Cancellation.** 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(s) terms;
- Customer refuses to cooperate with the assisting Network Engineering, services desk or Dell Designated Technical Account Manager (TAM);
- Customer fails to maintain minimum of fifty (50) contracted devices; or
- Customer fails to abide by all of the terms and conditions set forth in this Service Description.

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 by
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.

C. Geographic and Local Language Limitations. This Service will be delivered to the devices identified in
the MACD implementation documentation provided by the Customer to Dell. The location of the
Designated Dell Technical Account Manager (TAM) or Manager will be assigned during implementation
process, based on the Customer’s preferred service area and staffing availability.

Except for written documentation, Advanced Network Management Services will be provided in
English for Service Desk and technical Network Engineering resources. Local language and business
hours will be available for the Dell Technical Account Manager (TAM) or Manager. The Customer may
choose the general location; however, specific locations may be limited by staff availability. Additional
fees will apply if the customer specifies multiple time zones or language coverage. Local business hours
may vary by region and country. A significant variance on the limitations may require a custom bid
solution. Service options, including service levels, technical support hours and onsite response times
will vary by geography and certain options may not be available for purchase in Customer’s location.

D. Transfer of Service. Customer may not transfer this Service to a third party.

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

7. SOFTWARE

A. Accompanying License. Software is subject to the separate software license agreements
accompanying the software, along with any product guides, operating manuals, or other
documentation included with the software media packaging or presented to Customer during the
installation or use of the Software. Customer agrees that Customer will be bound by such license
agreement.

B. Software License from Dell. With respect to Software provided or otherwise made available to you by
Dell in connection with the Services, if no license terms accompany the Software, then subject to your
compliance with the terms set forth in this Agreement, Dell hereby grants Customer a personal, non-
exclusive license to access and use such Software only during the term of the Services and solely as
necessary for Customer to enjoy the benefit of the Services as stated in the applicable Service
Agreements.

I. Restrictions. Customer may not copy, modify, or create a derivative work, collective
work, or compilation of the Software, and may not reverse engineer, decompile or
otherwise attempt to extract the code of the Software or any part thereof. Customer may
not license, sell, assign, sublicense, or otherwise transfer or encumber the Software; may
not use the Software in a managed-services arrangement; and may not use the Software in
excess of the authorized number of licensed seats for concurrent users, sites, or other
criteria specified in the applicable Service Agreements. In addition, Customer may not
access the Software to monitor its availability, performance, or functionality, or for any
other benchmarking or competitive purpose.

II. Customer is further prohibited from (1) attempting to use or gain unauthorized
access to Dell or to any third party's networks or equipment; (2) permitting other individuals or entities to use the Software or copy the Software or Services; (3) attempting to probe, scan, or test the vulnerability of Software or a system, account, or network of Dell or any of its customers or suppliers; (4) interfering or attempting to interfere with service to any user, host, or network; (5) engaging in fraudulent activity of any nature; (6) transmitting unsolicited bulk or commercial messages; (7) restricting, inhibiting, or otherwise interfering with the ability of any other person, regardless of intent, purpose, or knowledge, to use or enjoy the Software (except for tools with safety and security functions); or (8) restricting, inhibiting, interfering with, or otherwise disrupting or causing a performance degradation to any Dell (or Dell Service supplier) facilities used to deliver the Services.

III. Audit. You hereby grant Dell, or an agent designated by Dell, the right to perform an audit of your use of the Software during normal business hours; you agree to cooperate with Dell in such audit; and you agree to provide Dell with all records reasonably related to your use of the Software. The audit will be limited to verification of your compliance with the terms of this Agreement.

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For more information about any of our service offerings, please contact your Dell representative or visit dell.com/services

Availability varies by country. To learn more, customers and Dell Channel Partners should contact your sales representative for more information.

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