Dell™ Advanced Network Monitoring Services  
Service Description

1. INTRODUCTION TO YOUR SERVICE AGREEMENT

**Advanced Network Monitoring:** Network outages or network performance problems can cause significant economic impacts to your day-to-day operations. Monitoring Network devices is critical to maintaining the health and integrity of your network. **Advanced Network Monitoring** (the “Services” or “Service”) provides Dell resources and tools to remotely monitor your network allowing your constrained IT resources to focus on higher value IT initiatives. A minimum of fifty (50) contracted devices is required to purchase this Service.

Dell proactively monitors the Customers network devices 24x7x365 via our Remote Management tools for all contracted devices via a network connection between your network and a Dell datacenter. This Service automatically detects the failed elements that interrupt network connectivity and monitors the health and performance of the network. Incidents/tickets are created to the Customer’s Network Operations team for resolution using standard and recommended Severity Levels. Performance Reports are generated monthly to assist in evaluating network operations and to determine any action or problem areas that need to be addressed.

Dell monitors network availability and performance of physical and logical Layer 2 and Layer 3 network elements. These devices are 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 datacenter networks.

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-accepted 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 Monitoring Service is provided 24x7x365 days a year. Coordination, implementation and initial connectivity setup 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 (minimum of 50 devices) and the customer’s review and approval 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 and a mutually agreed upon date between the customer and Dell Services.
- Dell Services will provide all necessary documentation templates including the 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 monitored.

Service-Specific Customer Responsibilities

Customer agrees to perform the obligations provided and acknowledges and agrees that Dell Advanced Network Monitoring 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:
Once when the Advanced Network Monitoring Service automatically detects network faults, generating notifications when abnormal conditions occur.

Once implemented the following services are provided:

- VPN connection between the customer’s network and a Dell datacenter.
- 24x7x365 Monitoring Services of Customers’ contracted network devices utilizing best practices for incident and problem management processes to insure timely resolution. Processes are fully ITIL based and integrated.
- Automatic detection of network faults, generating notifications when thresholds are exceeded. Incidents/tickets are created to Customer’s Network Operations using standard and recommended Severity Levels. Once device is back in operative status incident/ticket is closed.
- Fault Management monitoring of Customer network devices 24x7.
- Incidents that require Level 2 or 3 Engineering support are escalated to the customer’s Engineering team.
• MACD (Move Add Change Delete) process to maintain a network’s current state of operations including inventory of contracted devices.

• Quarterly Service Reviews delivered remotely.

• All events are consolidated into monthly Performance Reports that are used to assist in evaluating network operations and for your network engineering team to 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 toll free number 1-866-712-3246. Our Service Desk agents are available 24x7x365 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.

**Additional Service Rules, Regulations and Conditions**

Deployment of Dell’s Advanced Network Monitoring 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 will 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 Monitoring 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 Management is not included but can be provided. Please see your Sales representative for more information.
- Network Design is not included but can be provided. Please see your Sales representative for more information.
- Internet connectivity from customer location is not provided.
- 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

Dell will provide network monitoring and management services for the manufacturers’ equipment listed below by device type and category. Dell will only provide such services on those models for which the manufacturer is actively providing hardware or firmware warranty support; obsolete models will not be supported. This offer does not include warranty support on these products.

**Routers:**
Categories: Small branch, Large branch, Datacenter branch
- Cisco
- Brocade
- Juniper

**Switches**
Categories: 48-port layer 2, 96-port layer 2, up to 192-port layer 3, >192-port layer 3, POE layer 3
- Cisco
- Dell PowerConnect (J-series, B-series, and Classic)
- Brocade
- Juniper
- Arista

**Wireless Controllers:**
Categories: up to 64 access points, up to 512 access points, up to 4096 access points
- Aruba
- Cisco
- ***Brocade and Juniper wireless devices are not supported

**Access Points:**
Categories: Lightweight access points, Heavyweight access points
- Aruba
- Cisco

**Firewalls:**
- Cisco
- Checkpoint
- Juniper

4. **PURCHASE OPTIONS**
Advanced Network Monitoring 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 monitored, length of contract and billing preference. A minimum of fifty (50) devices must be 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. **Commercioally 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 Monitoring 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, nonexclusive 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.

1. **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.

IV. Open Source Software. A portion of the Software may contain or consist of open source software, which you may use under the terms and conditions of the specific license under which the open source software is distributed.

THIS OPEN SOURCE SOFTWARE IS DISTRIBUTED IN THE HOPE THAT IT WILL BE USEFUL, BUT IS PROVIDED "AS IS" WITHOUT ANY WARRANTY, EXPRESS, IMPLIED, OR OTHERWISE, INCLUDING BUT NOT LIMITED TO THE IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, OR ANY WARRANTY REGARDING TITLE OR AGAINST INFRINGEMENT. IN NO EVENT SHALL DELL, THE COPYRIGHT HOLDERS, OR THE CONTRIBUTORS BE LIABLE FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL, EXEMPLARY, OR CONSEQUENTIAL DAMAGES (INCLUDING, BUT NOT LIMITED TO, PROCUREMENT OF SUBSTITUTE GOODS OR SERVICES; LOSS OF USE, DATA, OR PROFITS; OR BUSINESS INTERRUPTION) HOWEVER CAUSED AND ON ANY THEORY OF LIABILITY, WHETHER IN CONTRACT, STRICT LIABILITY, OR TORT (INCLUDING NEGLIGENCE OR OTHERWISE) ARISING IN ANY WAY OUT OF THE USE OF THIS OPEN SOURCE SOFTWARE, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGE.

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.