

# Service Description

## Remote Consulting Service

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### Introduction to your service agreement

Remote Consulting Services ("RCS") provide for remote assistance with certain IT infrastructure tasks ("Service" or "Services"). Each RCS task covered under this Service Agreement is further detailed in the Service Scope Boundaries section below. As the Service is delivered remotely, any service requests that require an on-site visit are considered outside the scope of this Service Description and may require additional fees.

This Service Description ("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 Remote Consulting Services or, in the absence of such agreement, Dell's Commercial Terms of Sale or your local Customer Master Services Agreement, depending on Customer location, which are available at [www.Dell.com/Terms](http://www.Dell.com/Terms) or on your local country-specific [www.Dell.com](http://www.Dell.com) website, 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.

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 entering 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, which case "you" or "Customer" shall refer to such entity.

### The scope of your service agreement

RCS tasks covered under this Service Description include remote assistance with the following topics for the entitlement period as set forth on the Customer's invoice. Services can be purchased on an incident basis. If an scoped incident task exceeds the specified time period, the Customer may be responsible for obtaining additional RCS incidents for each additional time period (or any part thereof).

Available Remote Consulting Services	Description of Service Offering*	Product Scope
Virtualization	Consultation on topics related to software including installation, configuration, and best practice recommendations. For virtual servers or virtual desktop infrastructures (VDI) including VDI simplified appliance and desktop as a service (DAAS).	VMWare® ESX 3.x and newer, Microsoft Hyper-V, Xen-Server
Microsoft® Exchange	Consultation on topics related to, including installation, configuration, and best practice recommendations for local, hosted and hybrid environments.	Microsoft Exchange 2003 and newer, Microsoft Office 365

Available Remote Consulting Services	Description of Service Offering*	Product Scope
Systems Management	Consultation on topics related to systems management applications including installation, configuration, and best practice recommendations.	Altiris (Dell Management Console, Dell Client Manager, Dell Deployment Solution), Dell Management Plug-In for VMware vCenter, Dell OpenManage Essentials and Power Center, Dell SupportAssist, Microsoft SQL Server 2005 or newer, Microsoft Small Business Server 2003 or newer, Office 365, Dell KACE.
Data Protection and Recovery ("DPR")	Consultation on topics related to Dell hardware used for data protection and recovery recommendations, including environment assessment, installation, configuration, and best practices recommendations.	Backup Exec™, CommVault Simpana™, Dell AppAssure
Storage Technologies	Consultation on topics related to configuration or best practice recommendations on a single Dell EMC Clariion series, Dell Compellent, Dell Equallogic PS series array, disk array enclosure (DAE) additions, FC and iSCSI switch firmware upgrades, FC fabric expansions, host-based SAN software installation and upgrades, attachment of host to Dell EMC SAN, Navisphere® Express to Navisphere Manager on AX series SAN, Microsoft® Server Clustering installation, Dell EMC Navisphere Quality of Service Manager (NQM) installation and Dell EMC Lightweight Directory Access Protocol (LDAP) implementation.	See Storage Technology section under Service Scope boundaries
Gateway and Security Networking	<p>Consultation on topics related to installation, configuration and best practice recommendations with/from a certified Dell Enterprise Expert with experience and/or industry-recognized certification. This RCS service may include remote assistance with the following:</p> <ul style="list-style-type: none"> <li>• Switch reconfiguration / reinstallation</li> <li>• Spanning tree configuration</li> <li>• IP Sec VPN configuration</li> <li>• Network address translation configuration</li> <li>• Universal threat management (UTM) configuration</li> <li>• Firewall Configuration</li> <li>• Security and Policy configuration</li> </ul>	Dell PowerConnect, Dell Force10, PowerConnect - J Gateways, SonicWall, Juniper Networks Gateways, Dell PowerEdge servers NICs, and FCoE HBAs/ Converged Network Adapters, Additional networking products supported as available and agreed to by Dell.

Available Remote Consulting Services	Description of Service Offering*	Product Scope
Wireless Networking	<p>Consultation on topics related to installation, configuration and best practice recommendations with/from a certified Dell Enterprise Expert with experience and/or industry-recognized certification. This RCS service may include remote assistance with the following:</p> <ul style="list-style-type: none"> <li>• PowerConnect controller, switch, or Wireless-Access-Point installation, configuration, reinstallation</li> <li>• VLAN configuration</li> <li>• IP Sec VPN configuration</li> <li>• Network address translation configuration</li> <li>• Firewall configuration</li> <li>• Security configuration</li> <li>• Access Point Forwarding</li> <li>• Mobility configuration</li> </ul>	<p>Dell PowerConnect, PowerConnect – W controllers and Access Points, Aruba Network Controllers and Access Points, Wireless Network Adaptors, Additional networking products supported as available and agreed to by Dell</p>
Access Distribution Networking	<p>Consultation on topics related to installation, configuration and best practice recommendations with/from a certified Dell Enterprise Expert with experience and/or industry-recognized certification. This RCS service includes remote assistance with the following:</p> <ul style="list-style-type: none"> <li>• Switch installation, reconfiguration, reinstallation</li> <li>• VLAN configuration</li> <li>• POE and VOIP configuration</li> <li>• Network monitoring configuration</li> <li>• Spanning tree configuration</li> <li>• Routing configuration</li> <li>• Network and AAA Management Security Configuration</li> </ul>	<p>Dell PowerConnect, Dell Force10, PowerConnect Switches (Standalone and Blade Server), PowerConnect Switches CBS 3xxx, PowerConnect – B Switches, PowerConnect – J Switches, DBrocade Switches, Juniper Switches, Cisco Catalyst and Nexus, Dell PowerEdge servers' NICs, and FCoE HBAs/Converged Network Adaptors, Additional networking products supported as available and agreed to by Dell</p>
Core Layer/MPLS Networking	<p>Consultation on topics related to installation, configuration and best practice recommendations with/from a certified Dell Enterprise Expert with experience and/or industry-recognized certification. This RCS service may include remote assistance with the following:</p> <ul style="list-style-type: none"> <li>• Switch installation, reconfiguration, reinstallation</li> <li>• VLAN configuration</li> <li>• Network monitoring configuration</li> <li>• Spanning tree configuration</li> <li>• Routing configuration</li> <li>• Network and AAA Management Security Configuration</li> <li>• MPLS Configuration</li> </ul>	<p>Dell PowerConnect, Dell Force10, PowerConnect – B Routers, PowerConnect – J Routers, Brocade Routers, Juniper Routers, Dell PowerEdge servers' NICs, and FCoE HBAs/Converged Network Adaptors, Additional networking products supported as available and agreed to by Dell, Note: All current Dell PowerConnect products are supported at time of purchase. Discontinued Dell PowerConnect or products from Cisco, Brocade, and Juniper are supported at Dell's discretion.</p>

Available Remote Consulting Services	Description of Service Offering*	Product Scope
	<ul style="list-style-type: none"> <li>• IPv6 Configuration</li> </ul>	
Storage Area Network (SAN) Networking	<p>Consultation on topics related to installation, configuration and best practice recommendations with/from a certified Dell Enterprise Expert with experience and/or industry-recognized certification. This RCS service may include remote assistance with the following:</p> <ul style="list-style-type: none"> <li>• Switch reconfiguration, reinstallation</li> <li>• VLAN configuration</li> <li>• Network monitoring configuration</li> <li>• iSCSI switch configuration</li> <li>• Fiber Channel Switch configuration</li> <li>• Fiber Channel over Ethernet configuration</li> </ul>	Dell PowerConnect, Dell Force10, PowerConnect Switches (Standalone and Blade Server), PowerConnect – B Switches, PowerConnect – J Switches, Brocade Switches, Juniper Switches, Cisco Catalyst and Nexus, Dell PowerEdge servers' NICs, FC HBAs, and FCoE HBAs/Converged Network Adapters, Additional networking products supported as available and agreed to by Dell

\* Other tasks may be delivered under this Service Description and are governed by the terms and conditions herein.

## How to contact Dell to schedule Service

A Dell representative will usually contact the Customer within one business day from the invoice date to schedule this Service, allowing for at least a three business day lead time prior to the start of the Service, based upon a mutually agreed to resource availability. This Service will be completed during business hours (8am – 6pm customer local time) Monday through Friday, excluding holidays, unless other arrangements have been made through the project manager. All hosts must be configured at the time of the scheduled Service.

## Service Does Not Include:

- On-site activities or services.
- Advanced support for unsupported software.
- Hardware or software consultation that cannot be delivered remotely.
- Custom scripting.
- Recompiled kernels.
- Warranty break/fix activities handled thru separately entitled service contracts.
- Provision of additional hardware or software licenses.
- Products where the vendor has ceased support and updates to their software.
- Any activities other than those specifically noted in this Service Description.

## Customer Responsibilities

- **Configuration/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 NOT BE RESPONSIBLE FOR LOSS OF OR RECOVERY OF DATA, PROGRAMS, OR LOSS OF USE OF SYSTEM(S) OR NETWORK.**
- **Network Security Settings and Requirements.** It is the Customer's responsibility to provide all requirements, parameters, and information necessary for Dell to provide the appropriate assistance regarding configuration and implementation of all security settings on these devices. Dell will only

implement settings per the customer's direction and agreement. **DELL WILL NOT BE RESPONSIBLE FOR ANY SECURITY BREACH, THEFT OF DATA, OR LOSS OF USE OF SYSTEMS, APPLICATIONS, OR NETWORK.**

- Ensure the desired configuration meets the minimum system requirements for hardware and software configuration (service pack/kernel, BIOS, etc.).
- Customer must maintain the confidentiality of the order number provided by Dell in connection with these Services. **Dell is not responsible for unauthorized use of a Customer's contract or order number.**
- Customer represents and warrants that they have obtained permission for both Customer and Dell to access and use all hardware and software components, including stored data, for 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.
- Customer must provide and have valid licenses for all hardware and software components.
- Customer must allow sufficient time to complete the service activity in its entirety. Generally, these Services do not require system outages; however, it may require delivery during maintenance window(s).
- Customer's site ID must be registered on the EMC Powerlink website for any activities requiring EMC software.
- Customer is responsible for all physical hardware installations or changes that are necessary for the remote delivery of this Service.
- Customer must have a valid hardware support contract (such as "ProSupport for Your Enterprise") on all affected systems.
- Provide a point of contact with capability and availability to work with Dell via internet-based session at a connection speed of 1 Mbps or faster.
- Physically install hardware or any other on-site activities that are necessary for the remote delivery of this Service.
- Dell is not responsible for any hardware or software failures that may occur during Remote Consulting Services. Customer is responsible for maintaining the appropriate service contract with Dell or other provider for such break/fix assistance.

**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.

## Service Scope Boundaries

**Storage Technologies.** Assistance is provided to assist the Customer in one of the deliverables mentioned below. Any **ONE** of the following deliverables is provided with this Service:

- Dell|Compellent Storage OS Upgrade;
- Enterprise Manager install/upgrade;
- Dell|EMC AX and CX Series;
- Dell|Equallogic FW upgrade;
- Dell|Equallogic SAN HQ Installation;
- Add hosts to existing Dell Storage Array;
- Add Disks or DAE's to existing Dell Array;
- SAN-related software upgrade on SAN attached hosts;
- Dell|Equallogic Replication Configuration (does not include network tunnel for site to site iSCSI communication);
- Dell|Equallogic ASM/SNAP Configuration;
- Dell|Equallogic Host Integration Tool Kit (HIT Kit) software upgrade; or
- Other activities as mutually agreed upon by Dell and the Customer.

RCS tasks related to storage area networks are only available for supported Dell|EMC SANs: CX-3 and CX-, Dell|Compellent, Dell|Equallogic and Dell PowerVault Arrays/Appliances.

## Important Additional Information

**Subject Matter Consultation.** Dell will provide a best effort attempt to answer questions related to the designated subject matter specialty in a timely manner to the best of his or her ability. Throughout the engagement, in the event that a question remains unanswered or is determined to be outside the scope of the assigned consultant, Dell may designate a different consultant that may be able to provide further assistance.

Under these circumstances, time considerations may be taken in to account and adjusted as necessary to ensure that the Customer receives a reasonable amount of consultation.

**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.** Customer will receive Services for the term indicated on Customer's invoice or use of the entitled incident(s), whichever comes first.

**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 terms; Customer makes a misrepresentation to Dell or its agents; Customer refuses to cooperate with or threatens in any manner the assisting 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, Dell 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 is not less than thirty (30) days from the date Dell sends notice of cancellation to Customer, unless state law requires other cancellation provisions that may not be varied by agreement. Customer is entitled to receive a pro-rated refund of any unearned support fees that Customer has paid. Any refund is determined by Dell based on the passage of time and/or the number of support incidents at Dell's discretion.

Customer may not cancel this Service except as provided by an applicable state/country/province law which may not be varied by agreement. For Brazil customers only, should the Customer cancel this Service before the end term without any cause, the Customer must pay Dell 50% of the value that would be payable by Customer to Dell by the end of the contracted services as penalty, in addition to the amounts already due.

**Not Transferable.** The Services are not transferable. Customer may not use the Services in connection with a service bureau or any other distributing or sharing arrangement, on behalf of any third parties or with respect to any hardware or software not directly owned by the Customer.

**Authorization/Reservation for Remote Access.** By purchasing and accepting the Services, Customer agrees to allow Dell and/or its designated representatives remote access to the applicable systems. Dell reserves the right to refuse the service if Dell deems that the task cannot be performed remotely.

**Parties' Responsibility.** NEITHER PARTY WILL BE LIABLE FOR ANY INCIDENTAL, INDIRECT, PUNITIVE, SPECIAL OR CONSEQUENTIAL DAMAGES, ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT OR THE SERVICES, PRODUCTS, OR SOFTWARE PROVIDED BY DELL. NEITHER PARTY SHALL HAVE LIABILITY FOR THE FOLLOWING, WHETHER DIRECT OR INDIRECT: (A) LOSS OF REVENUE, INCOME, PROFIT, OR SAVINGS, (B) LOST OR CORRUPTED DATA OR SOFTWARE, LOSS OF USE OF SYSTEM(S) OR NETWORK(S), OR THE RECOVERY OF SUCH, (C) LOSS OF BUSINESS OPPORTUNITY, (D) BUSINESS INTERRUPTION OR DOWNTIME, (E) LOSS OF GOODWILL OR REPUTATION, OR (F) SERVICES, PRODUCTS OR SOFTWARE NOT BEING AVAILABLE FOR USE OR THE PROCUREMENT OF SUBSTITUTE SERVICES, PRODUCTS OR SOFTWARE.

- a) Dell's total liability for any and all claims arising out of or in connection with this Service (including any software provided hereunder) in any contract year shall not exceed the total amount paid by Customer during the prior contract year of this Service Description.
- b) The foregoing limitations, exclusions and disclaimers shall apply, regardless of whether the claim for such damages is based in contract, warranty, strict liability, negligence, tort or otherwise, for any claim. Insofar as applicable law prohibits any limitation herein, the parties agree that such limitation will be automatically modified, but only to the

extent so as to make the limitation permitted to the fullest extent possible under such law. The parties agree that the limitations on liabilities set forth herein are agreed allocations of risk constituting in part the consideration for Dell's sale of Products, software and Services to Customer, and such limitations will apply notwithstanding the failure of essential purpose of any limited remedy and even if a party has been advised of the possibility of such liabilities.

**Additional Terms and Conditions.** Each RCS event is governed by the associated Service Description, and thus, has the limitations (set out in the respective sections of each Service Description as "Service Overview", "Not included in this Service" and "Customer's responsibilities") and overview of the steps (set out in the respective "Key Service Steps" section of each Service Description) and other terms and conditions as set forth in each individual Service Description.

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