Service description

Remote Implementation of a Dell PowerVault DL Backup to Disk Appliance

Introduction to your service agreement

This service provides for the remote configuration of a Dell PowerVault™ DL2000 backup to disk appliance including the configuration of CommVault® Simpana® or Symantec™ Backup Exec™ backup software (the “Supported Product” or “Supported Products”) as set forth more specifically in this Service Description (the “Service” or “Services”). This Service allows Dell Customers who will be performing the physical installation to work remotely with Dell by phone and secure internet access (except where prohibited by law). This Service includes remote phone configuration support of the following:

- Installation guidance of the Supported Product,
- Configuration of redundant array of independent disks (“RAID”) groups and logical unit numbers (“LUNs”) for the Product,
- Installation of the software into a supported environment,
- Configuration of a single Media Server or MediaAgent,
- Configuration of up four supported agents (file system or application agents),
- Validation of the functionality of the software on based hosts (as per support matrix).

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 provided in connection with Customer’s separate signed master services agreement with Dell that explicitly authorizes the sale of this Service (as defined herein) or, in the absence of such agreement, Dell’s terms of sale applicable to commercial customers, which is available at www.Dell.com/terms (you can access this at www.Dell.com/terms in the United States) or your local Dell.com website and incorporated by reference in its entirety herein.

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

Service SKUs

See Appendix A

The key Service steps include

• Planning:
  1. Obtain and review the site environmental and technical readiness requirements.
  2. Review this Service Description to ensure the understanding of the scope of work.
  3. Verify the existing hosts meet the minimum hardware and software requirements.
  4. Validate hardware and software environment.
  5. Create a complete map of any tape backup devices and backup-to-disk devices that are attached to the Backup host.
  6. Ensure Remote Access to all Clients
  7. Perform a readiness checklist:
     a. Forward and reverse name resolution
     b. NIC bound to backup host, must be configured at the top of the binding order.
     c. Appropriate contact information if additional information is required for network or host configuration.
     d. Existing firewall policy (if any)
     e. CommVault and Backup Exec firewall configuration
     f. Hostnames and IP address of backup host and attached clients.
     g. Identify primary DR backup location
     h. RMU access to Dell tape library
     i. Check for adequate network bandwidth
     j. Storage space requirement assessment
        i. Magnetic libraries Identified
        ii. Storage configured and formatted (if required)
        iii. Sufficient approved tape media available
        iv. Compatible library hardware
     k. System resource availability identified for Job Schedules
     l. Installation media and latest service packs downloaded
     m. Backup software license registration completed
  8. Schedule this Service with the Customer.

• Implementation:
  1. Complete initial system configuration wizard.
  2. Install critical hotfixes or backup software patches, as necessary.
  3. Connect and load the appropriate drivers for any tape storage (as necessary).
  4. Open the backup software management console and configure the disk storage, as necessary.
  5. Provide basic deduplication policy enablement.
  6. Configure the Backup Software per Design:
     i. Install remote file system or application agents
     ii. Patch all backup software included in the remote install to the current patch revision as well as any applicable hot fixes.
  7. Setup a test storage policy, as needed.

• Testing:
  1. Verify that all remote clients can communicate with the backup host.
2. Working with the Customer, create a new subclient backup that is at least 10MB in size, and back that up to the Default Storage Policy.
3. Perform a test restore of the same data to a new location on the client.
4. Verify the tape storage is properly detected in the backup software properly.
5. Configure automatic updates to the backup software.

- **Product awareness:**
  1. Conduct a brief product orientation session and review the associated documentation with the Customer. This overview does not replace any available Dell education courses for this product.
  2. Provide basic deduplication policy overview.
  3. Direct the Customer to documentation for further backup software information.
  4. Configure an example backup for each of the hosts to demonstrate the functionality of the solution.

- **Project closeout:**
  1. Provide documentation to the Customer, reflecting the Services performed.
  2. Obtain Customer acknowledgment of the Services performed.

**Excluded Services**

- Physical installation of any hardware or software that are not related to this Service.
- Network cabling or any other environmental or power related activities.
- Configuration of any product external to the PowerVault enclosure, cable, and Dell RAID card.
- 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 through separately entitled service contracts.
- Provision of additional hardware or software licenses.
- Products where the vendor has ceased support and updates to the software.
- Performance tuning, system optimization, scripting or other similar Services.
- Installing or configuring of application features (such as Microsoft® Exchange, Oracle®).
- Initial installation or configuration of a Dell DX Object Storage Platform.
- Installing or configuring Active Directory®.
- Installing or configuring site domain name system (“DNS”).
- Installing or configuring other applications or operating systems.
- Configuring of firewall or troubleshooting network access to remote clients or servers.
- Installing or configuring any applications, such as Microsoft Exchange, SQL Server™, or file/print Services.
- Attachment of external Dell PowerVault storage.
- Configuration of Backup SW other than the DLxxxx system SW.
- Any activities other than those specifically noted in this Service Description.

**Service specific 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. 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 products. 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.

- **Availability.** The Customer agrees to be available during the schedule Service implementation time frame. If the Customer cannot be available for the schedule remote installation, the call will be rescheduled at an available time of Dell’s choosing (in coordination with the Customer). If the original scheduled appointment is rescheduled, at the Customer’s request, the Service offering may be delayed for an extended period of time depending on Dell’s current scheduling availability and commitments.

- Ensure the desired configuration meets the vendor’s minimum system requirements for hardware and software configuration (such as Service pack/kernel and BIOS).

- Ensure that the technical and environmental requirements (such as correct power) are completed prior to this Service delivery.

- Make at least one technical contact, with system administration responsibilities, available and provide appropriate facility/site/system/information access privileges as a resource to Dell during the performance of this Service.

- Dispose of the packing material and other debris.

- Ensure that the backup server can access ALL remote clients through firewalls.

- Ensure that the DNS infrastructure is fully functional for the backup installation to be successful.

- 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, they may require delivery during maintenance window(s).

- 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.

- Dell is not responsible for any hardware or software failures that may occur during this service. 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.
Terms and conditions about your Service

1 Supported products

This Service is available on select Dell Supported Products such as, OptiPlex™, Latitude™, Precision™, Vostro™, PowerEdge™, PowerEdge SC™, PowerVault™, PowerConnect™, Dell EqualLogic™, Dell | EMC Storage Systems™, Dell Compellent, and select Dell printers, which are purchased in a standard configuration. Supported Products are added regularly so please contact your Dell sales representative for the most up-to-date list of which Services are available on your Dell products.

Each Supported Product is tagged with a serial number (the “Service Tag”). A separate service agreement must be purchased by the Customer for each Supported Product. For example, a printer purchased with a laptop system is not covered by the laptop system’s service contract: the printer and the laptop will each need their own service contract. Please refer to the Service Tag on your Supported Product when contacting Dell for this Service.

2 Term of service

A This Agreement commences on the date you place your order 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 number of systems, licenses, installations, deployments, managed end points or end-users for which Customer has purchased any one or more Services (defined below), 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 or service bureau purposes.

3 Customer responsibilities

A 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.

B 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.

C 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.

D Maintain software and serviced 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 EqualLogic™, or as specified on www.support.dell.com for additional 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 Supported Product(s) eligible for this Service.

E Data backup. Complete 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.

4 Important additional information

A Payment for hardware purchased with installation & deployment services. Unless otherwise agreed to in writing, payment for hardware shall in no case be contingent upon performance or delivery of installation or deployment services purchased with such hardware.

B 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. Service extends only to uses for which the Supported Product was designed.

C Optional services. Optional services (including point-of-need support, installation, consulting, managed, and professional, support or training services) may be available for purchase from Dell and will vary by Customer location. Optional services may require a separate agreement with Dell. In the absence of such agreement, optional services are provided pursuant to this Agreement.

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

E 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 refuses to cooperate with the assisting analyst or on-site technician; 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 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.

F Geographic limitations & relocation. This Service will be delivered to the site(s) indicated on the Customer’s invoice. This Service is not available at all locations. 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. Dell’s obligation to supply the Services to relocated Supported Products is subject to local service 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 and safe access to Customer’s facilities at no cost to Dell for Dell to fulfill Dell’s obligations.
Transfer of service. Subject to the limitations set forth in this Service Description, Customer may transfer this Service to a third party who purchases 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, or Customer purchased the Supported Product and this Service from its original owner (or a previous transferee) and complied with all the transfer procedures available at www.support.dell.com. A transfer fee may apply. Please note that if Customer or Customer’s transferee moves the Supported Product to a geographic location in which this Service is not available (or is 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.

For more information about any of our service offerings, please contact your Dell representative or visit www.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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### Appendix A

#### Service SKUs

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<th>SKU</th>
<th>Description</th>
<th>Partner</th>
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<td>Remote Implementation of a Dell PowerVault DL Backup to Disk Appliance</td>
<td>EEC</td>
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### Appendix B
## Exceptions to Dell business hours

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<tr>
<th>Country</th>
<th>Dell business hours</th>
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<tbody>
<tr>
<td>St. Kitts, St. Lucia, St. Vincent, Trinidad, Virgin Islands, Rest of English speaking Caribbean</td>
<td>7:00 AM to 4:00 PM</td>
</tr>
<tr>
<td>Barbados, Bahamas, Belize, Costa Rica, El Salvador, Grand Cayman, Guatemala, Honduras, Jamaica, Panama, Puerto Rico, Rep. Dominicana, Suriname, Turks and Caicos</td>
<td>8:00 AM to 5:00 PM</td>
</tr>
<tr>
<td>Australia, Bermuda, China, Haiti, Hong Kong, Japan, Korea, Malaysia, Netherland Antilles, New Zealand, Singapore, Taiwan, Thailand</td>
<td>9:00 AM to 5:00 PM</td>
</tr>
<tr>
<td>Argentina, India, Paraguay, Uruguay</td>
<td>9:00 AM to 6:00 PM</td>
</tr>
<tr>
<td>Bolivia, Chile</td>
<td>9:00 AM to 7:00 PM</td>
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