1. **INTRODUCTION TO YOUR SERVICE AGREEMENT**

**IT Advisory Services**: This is a suite of services designed to reduce downtime and help optimize your IT environment through reporting, analysis, advisory and proactive maintenance features (the “Services” or “Service”). This Services suite includes two base packages (Essential Package and Strategic Package) with additional a la carte options to purchase more onsite visits to be delivered with the package you select. The IT Service Management Review (ITSMr) is an additional a la carte service option that may be purchased stand alone, as it does not require the purchase of a “package”. The Services will primarily be delivered remotely unless otherwise indicated or as deemed necessary by Dell.

This Service Description (“Service Description” or “Agreement”) is entered among you the customer (“you” or “Customer”) and the Dell entity identified on Customer’s 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 IT Advisory Services or, in the absence of such agreement, Dell’s Commercial Terms of Sale which are available at www.Dell.com/terms or your local Dell Customer Master Services Agreement (“CMSA”), depending on Customer location available at www.Dell.com/Terms or your local country-specific www.Dell.com websites, hereby incorporating by reference and available in hardcopy from Dell upon request. The Customer acknowledges having read, and agrees to be bound by, such online terms.

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 or service bureau purposes.

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**

IT Advisory Services is a portfolio designed to provide incident reporting, support planning and proactive trending and analysis to reduce downtime in the Customer’s IT environment. This Service portfolio, which
includes your choice of Essential and Strategic Package, as well as additional a la carte options, is described below:

**Essential Package:**

- **Dell Designated Technical Account Manager (TAM)** will remotely provide report trending, analytics and recommendations to reduce downtime in the Customer’s IT environment. In addition, the Technical Account Manager (TAM) will provide escalation assistance and will act as the Services liaison to help direct Customer to other Dell resources to address systemic problems or conduct assessments aimed at improving operational efficiency. Any additional services or assessments recommended are optional and are governed outside of this Service Description and will be charged separately. The Dell Designated Technical Account Manager (TAM) will not participate in technical support, troubleshooting, diagnostics and quoting or selling of any products or services.

- **Quarterly reporting:** This feature includes standard global incident and warranty tracking reports of the Supported Products. The reports will be used by the Dell Technical Account Manager (TAM) to provide trending analysis and identify opportunities for driving operational efficiencies in the Customer’s environment. Ad hoc or custom reporting requests may include additional fees.
  
  - **Standard incident report:** Includes dispatch rate and incidents by product, component, system age and date; time in Severity level 1, 2 and 3; time to close trend, business impact, root cause analysis and monthly activity rates.
  
  - **Warranty tracking report:** Includes total Supported Products by entitlement, product and hardware warranty expiration date. The warranty report will also include an out-of-warranty analysis to help the Customer mitigate the risk of having critical systems out of warranty.

- **Essential Service Overview:** This deliverable is developed in collaboration with the Customer and it captures information about the type, size and location of Customer facilities, types and locations of assets as well as asset service contracts and asset configuration. This deliverable will be updated as needed for managing warranty entitlements.

- **Annual storage and server health check & assessment:** This analysis provides recommendations of upgrades across Supported Products in the shape of storage devices, servers and switches. The analysis includes identification of hardware and software issues that may be affecting proper operation of the environment. Dell will also provide best practices for storage, server and switch configuration. The report includes recommendations for firmware, bios and software patch management. The health check and assessment is conducted remotely and will require the Customer to provide Dell access to Customer equipment to execute the assessment. The assessment is limited to collecting system configuration information and expressly excludes collection or tracking of any customer data. Please note that some operating systems, software and hardware products are not covered with the assessment. Prior to implementation, any other exclusions will be communicated.

  For an additional fee, Dell can implement the recommended updates and changes by purchasing the “IT Advisory Services - Essential Package, Configuration and Patch Management” upgrade.

- **Value Analysis on recommendations made by Dell Technical Account Manager (TAM).** This value analysis will provide a list of benefit considerations, along with a recommendation based on known
It is limited to recommendations made by the Dell Technical Account Manager (TAM) upon request of the Customer. A Value Analysis may cover decisions regarding extending your lease and support contract on existing hardware as compared to purchasing new more-energy efficient hardware. In order to prepare the analysis, it may require the Customer to provide Dell access to additional Customer-specific information and resources. Please note that this is not a complete Return On Investment (ROI) analysis and does not imply any guaranteed or specific cost savings.

- **Custom Patch Notifications:** This deliverable will be emailed monthly and will include links and information regarding urgent, recommended and optional patches and system updates.

- **6 Hours of Remote Advisory Services.** Remote Advisory Services (RAS) includes access to expert telephone consultation on topics, such as virtualization, storage technology, systems management, Microsoft Exchange, Back-up and recovery archiving (BURA) as well as Networking. Additionally, RAS may include remote configuration and storage tasks. For details on RAS please see the Remote Advisory Service Description, refer to your Dell Technical Account Manager (TAM), local sales representative or contact one of the following regional email addresses: US_Remote_Services@Dell.com, EMEA_Remote_Services@Dell.com, LA_Remote_Services@Dell.com, BZ_Remote_Services@Dell.com, or APJ_Remote_Services@Dell.com. Availability may vary by location. To schedule RAS or inquire about using your allotted hours for RAS (6), please contact your Dell Technical Account Manager (TAM).

**Essential Package, Quarterly Onsite Visit Option**

This onsite option offers quarterly onsite visits to the Customer’s designated facility. The onsite visit may include a service review as defined above, along with an agreed plan of action to address identified support issues.

**Strategic Package:**

- **Dell Designated Service Delivery Manager (SDM)** to provide report trending, analytics and recommendation to reduce downtime in Customer’s IT environment or optimize IT efficiency. Recommendations made by the Dell Designated Support Contact will attempt to align with Customer support plan and IT strategy. In addition, this contact will provide escalation assistance. The Dell Service Delivery Manager (SDM) will also act as the Services liaison to help direct Customer to other Dell resources to address systemic problems or conduct assessments aimed at improving operational efficiency.

  Escalation assistance is typically limited to situations where the Service Level Agreement of the support contract on the hardware is not met, there is a severity level 1 incident, or there has been an ongoing incident that has been unresolved. Any additional services or assessments recommended are optional and are governed outside of this Service Description and will be charged separately. The Dell Service Delivery Manager (SDM) will not participate in technical support, troubleshooting, diagnostics and quoting or selling of any products or services.

  The Dell Service Delivery Manager (SDM) will deliver most of the Service features in this Service Description by email or phone. However, some of these Services will be covered during the onsite visits included with the Strategic Package or purchased with the Strategic Package Monthly Onsite Visit option.
• Strategic Service Plan with quarterly review and management by key business objectives. This deliverable is developed in collaboration with the Customer and will incorporate Customer’s individual IT strategy and plans for change in business process, technology, resources and infrastructure. The Strategic Service plan will be reviewed, tracked and revised on a quarterly basis. The plan also includes information about the type, size and location of customer facilities, types and locations of assets as well as asset service contracts and asset configuration.

• Two onsite visits per year. These visits will include an onsite service review and strategic planning session. The service review may include topics such as incident trends or systemic issues as well as ongoing management of the support plan. The strategic session will strive to align with the custom support plan and development or revision of key Customer objectives.

• Monthly reporting: Includes standard global incident, warranty tracking and industry operation benchmark (IOPB) reports. The reports will be used by the Service Delivery Manager (SDM) to provide trending analysis and identify opportunities for driving operational efficiencies in the Customer environment. Ad hoc or custom reporting requests may include additional fees. Please note IOPB reports may not be available until the beginning of 2012.
  o Standard incident report: Includes dispatch rate and incidents by product, component, system age and date; time in Severity level 1, 2 and 3; time to close trend, business impact, root cause analysis and monthly activity rates.
  o Warranty tracking report: Includes total Supported Products by entitlement, product and hardware warranty expiration date. The warranty report will also include an out-of-warranty analysis to help the Customer mitigate the risk of having critical systems out of warranty.
  o Industry Operational Benchmark Report: Includes incident metrics (as described in the incident reporting section) compared between the Customer and other companies of similar size and industry. The comparison data will be derived from Dell’s extensive database of current Dell customers. No confidential data will be shared among customers.

• Annual storage and server health check & assessment: The discovery and analysis provides recommendations of upgrades across the storage devices, servers and switches included in the contract. The analysis includes identification of hardware and software issues that may be affecting proper operation of the environment. Dell also provides best practices for storage, server and switch configuration. The report will be delivered within thirty days and includes recommendations for firmware, BIOS and software patch management.

• Annual storage and server configuration and patch management: This feature of the Strategic package is the service implementation of the health check and assessment described above. The implementation includes only those updates and changes agreed to by the Customer. Some operating systems, software and hardware products are not covered under the agreement. Exclusions will be communicated prior to implementation.

The health check and assessment and implementation described above (includes annual storage and server configuration and patch management) may be conducted remotely or onsite at Dell’s discretion and may require the Customer to provide Dell access to Customer equipment to execute the assessment. These Services may be scheduled 24/7, 365 days per year. Dell will contact you to
schedule this Service within six months of purchase or you may ask your Dell Service Delivery Manager (SDM) to help you schedule this Service.

- **Value Analysis on recommendations made by Dell Service Delivery Manager (SDM).** This value analysis will provide a list of benefit considerations, along with a recommendation based on known data. It is limited to recommendations made by the Service Delivery Manager (SDM) upon request of the Customer. A Value Analysis may cover decisions regarding extending your lease and support contract on existing hardware as compared to purchasing new more-energy efficient hardware. In order to prepare the analysis, it may require the Customer to provide Dell access to additional Customer-specific information and resources. Please note that this is not a complete Return On Investment (ROI) analysis and does not imply any guaranteed or specific cost savings.

- **Custom Patch Notifications:** This deliverable will be emailed monthly and will include links and information regarding urgent, recommended and optional patches and system updates.

- **12 Hours of Remote Advisory Services:** Remote Advisory Services (RAS) includes access to expert telephone consultation on topics, such as virtualization, storage technology, systems management, Microsoft Exchange, Back-up and recovery archiving (BURA) as well as Networking. Additionally, RAS may include remote configuration and storage tasks. For details on RAS please see the Remote Advisory Service Description, refer to your Dell Services Delivery Manager (SDM), local sales representative or contact one of the following regional email addresses: US_Remote_Services@Dell.com, LA_Remote_Services@Dell.com, EMEA_Remote_Services@Dell.com, BZ_Remote_Services@Dell.com, or APJ_Remote_Services@Dell.com. Availability may vary by location.

**Strategic Package, Monthly Onsite Visit**

This onsite option will add additional monthly onsite visits to the Customer’s designated facility in addition to the other features of the Strategic Package. During monthly onsite visits, the custom support plan and Customer IT strategy and key business objectives may be reviewed. Other visit activities may include discussing and making recommendations for remediation of systemic problems, providing analysis for decisions regarding warranty extensions and other support-related decisions.

**ITSMr (IT Services Management Review), ITIL-Based One-Time Assessment**

This option will entitle the Customer to one assessment and report. The assessment will produce an initial benchmark, based on ITIL® (Information Technology Infrastructure Library) best practices, producing a CMMI (Capability Maturity Model Integration) against which the Customer can measure the effectiveness of future process improvements. This option can be purchased stand alone and does not require the purchase of any other IT Advisory Service. The scope of the assessment will include:

- Service Desk
- Incident Management
- Problem Management
- Change Management
- Configuration Management.
The assessment report will include recommendations to improve the maturity level in the Customer’s organization, which could lead to mitigation of risks, improvement in operation efficiency and reduction of case activity rate. Any subsequent assessments would provide a comparison to the previous measurement, depicting the change, along with updated recommendations.

The ITSMr Service Expires 1 Year after purchase. Except to the extent applicable law requires otherwise, you may use this service one time during the 1-year period following the date of original purchase (“EXPIRATION DATE”). The original purchase date is defined as the earlier of the date of the invoice for the service or order confirmation from Dell. DELL’S DELIVERY OF THE SERVICE WILL BE DEEMED SATISFIED AFTER THE EXPIRATION DATE EVEN IF YOU DO NOT USE THE SERVICE.

Excluded Services: IT Advisory Services do not include any of the following:

- Remote or onsite technical support trouble-shooting.
- Hardware warranty, repair or parts replacement.
- Sales administration, including but not limited to sales quotes or RFQ (Request for quote) responses.
- The Global Services team will not provide Escalation Management on Supported Products with a Basic warranty entitlement. IT Advisory Services does not change the underlying warranty entitlement of the Supported Product. Customers who contact their IT Advisory Services SDM/TAM for escalation assistance on Supported Products with a Basic warranty entitlement will be directed to the appropriate contact.
- Any other service not specifically mentioned in the Scope of Services above.

3. SUPPORTED PRODUCTS

IT Advisory Services are available on any Dell or non-Dell product that has an active Dell Support Service Contract for hardware and or software break-fix, including but not limited to Dell Basic Hardware Service, Dell ProSupport for OEM and Dell ProSupport. For a current list of qualifying Dell Support Contracts, please see www.Dell.com/ServiceContracts. There are no Supported Product restrictions for the ITSMr Assessment referenced in this Service Description.

4. PURCHASE OPTIONS

IT Advisory Services may be purchased via a Fixed Fee or Per Asset option. The selected purchase options will be indicated on Customer’s Dell invoice as noted below. Please note that purchase options may vary, please refer to your local sales representative.

Fixed Fee purchase option: This option enables you to purchase the IT Advisory Services package of your choice based on an annual fee. The annual fee will cover your entire installed base of Supported Products. If you purchase Fixed Fee option, it will be referenced on your invoice as one of the following, depending on which package you purchased:

- “Dell IT Advisory Services, Essential Package - Proactive Reporting & Analysis for Your Environment”
- “Dell IT Advisory Services, Strategic Package -- Proactive Reporting & Analysis for Your Environment
In select countries or regions, Dell IT Advisory Services fixed-fee contracts come with Maximum Assets Coverage Limit (Tag-Cap). The services will not cover the assets beyond this pre-defined Tag-Cap unless customer purchased additional fixed-fee or asset-based contract to include excessive assets. The Tag-Cap may vary by country or region. Please consult your local sales representative for more details. Dell reserves rights to change this Maximum Assets Coverage Limit without prior notice.

**Per Asset purchase option:** This option enables the Customer to purchase a separate IT Advisory Services agreement on specified individual Supported Products. This purchase option also requires an active underlying ProSupport Service contract for each asset you upgrade to IT Advisory Services. Please note that assets with Basic Hardware Service Contracts do not qualify for upgrade to this Service. Service tag minimums will apply, please see section 5c for more details. If you purchase the Per Asset option, it will be referenced on your invoice as one of the following, depending on which package you purchased and whether you purchased it on a Dell or Non-Dell System:

- “Dell IT Advisory Services - Essential Package - Proactive Reporting & Analysis on Your Asset”
- “Dell IT Advisory Services - Essential Package - Proactive Reporting & Analysis on Your Non-Dell Asset”
- “Dell IT Advisory Services - Strategic Package - Proactive Reporting & Analysis on Your Non-Dell Asset”
- “Dell IT Advisory Services - Strategic Package - Proactive Reporting & Analysis on Your Asset”

5. 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 the Customer’s responsibility to obtain it, at Customer’s expense, before Customer asks Dell to perform these Services.

B. **Asset List Maintenance.** If the Customer purchases this Service via the Fixed Fee option, Customer is responsible for maintaining the current asset list to be included for this Service in a mutually agreed format or otherwise provide Dell access to conduct an onsite or remote asset discovery prior to reporting delivery.

C. **Service Tag Minimums.** Customers purchasing under the Per Asset option must maintain a minimum number of assets with an active Dell IT Advisory Service contract. If the Customer fails to maintain minimum asset requirements, Dell may discontinue this Service or provide the Customer with the option to purchase this Service via the Fixed Fee option in lieu of a Per Asset purchase option. Please see below for tag minimums:

   a. **IT Advisory Services, Essential Package:**
      
      i. Enterprise service tag minimums (Server, Storage and network assets with an active Dell support contract on a Dell or non-Dell asset): 50 globally
ii. Client service tag minimums (notebook and desktops with an active Dell support contract on a Dell or non-Dell asset): 1000 globally

OR

iii. Combined service tag minimum where 20 client service tags are equivalent to 1 Enterprise service tag. This ratio can be used to calculate the combined tag minimum. For example, if a Customer has 20 enterprise assets, they would need an additional 600 client service tags to meet the service tag minimum.

b. **IT Advisory Services, Strategic Package:**

   i. Enterprise Service Tag Minimums (Server, Storage and network assets with an active Dell support contract on a Dell or non-Dell asset): 150 globally

   ii. Client Service Minimums notebook and desktops with an active Dell support contract on a Dell or non-Dell asset): 3000 globally

   OR

   iii. Combined service tag minimum where 20 client service tags are equivalent to 1 Enterprise service tag. This ratio can be used to calculate the combined tag minimum. For example, if a Customer has 120 enterprise assets, they would need an additional 600 client service tags to meet the service tag minimum.

D. **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 Service Delivery Manager (SDM) via phone, email and onsite visits (if included in your purchase). The specified customer contacts may change or be updated as needed on a monthly, quarterly or annual basis.

E. **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.

F. **On-site obligations.** Where Services require on-site performance, Customer must provide free, safe and sufficient access to Customer’s facilities and the Supported Products. Sufficient access includes ample working space, electricity, and a local telephone line.

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

B. **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 be subject to additional terms and conditions and/or require a separate agreement with Dell. In the absence of such agreement, optional services are provided pursuant to this Agreement.

C. **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 analyst, on-site technician or Dell Designated Technical Account Manager (TAM) or Service Delivery Manager (SDM);
- Customer fails to maintain minimum services tags (applicable to Per Asset purchases only); 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.**

D. **Geographic and Local Language Limitations.** This Service will be delivered to the site(s) indicated on the Customer’s invoice. The location of the Designated Dell Technical Account Manager (TAM) or Service Delivery Manager (SDM) will be assigned at on boarding, based on the Customer’s preferred service area and staffing availability. Service options, packages, and certain features of Service may vary by geography and/or may not be available for purchase in Customer’s location.

These Services will be provided in the local language and business hours of the Dell Technical Account Manager (TAM) or Service Delivery Manager (SDM). 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. Each Fixed Fee entitles the customer to one additional language and accompanying time zone support. Local business hours may vary by region and country. A significant variance on the limitations may require a custom bid solution.

E. **Transfer of Service.** Subject to the limitations set forth in this Service Description, Customer may not transfer this Service to a third party.

F. **Parties’ Responsibility: This section is only applicable to customers conducting business with Dell in Brasil.** **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 BRASIL. 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 Agreement (including any service, product or 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.

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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