

# Server Support Statement of Work

**This document should be read in conjunction with and supplements Dove Computer Solutions Ltd's terms and conditions of sale and service.**

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## **LIMITATION OF LIABILITY.**

UNDER NO CIRCUMSTANCES WILL DOVE OR ITS SUBCONTRACTORS BE LIABLE FOR ANY OF THE FOLLOWING: SPECIAL, INDIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGES OF ANY TYPE, INCLUDING BUT NOT LIMITED TO PRODUCTS OR SYSTEMS BEING UNAVAILABLE FOR USE, LOST PROFITS OR SAVINGS OR LOST OR CORRUPTED DATA OR SOFTWARE, OR FOR ANY DAMAGES FOR PERSONAL INJURY, OR DEATH, WHETHER DIRECT, INDIRECT OR OTHERWISE ARISING OUT OF OR IN CONNECTION WITH THIS SOW OR THE SERVICES OR ARISING OUT OF THE RESULTS OR OPERATION OF ANY SYSTEM RESULTING FROM IMPLEMENTATION OF ANY RECOMMENDED PLAN OR DESIGN, EVEN IF DOVE OR ITS SUBCONTRACTORS HAVE BEEN ADVISED OF THE POSSIBILITY OF THE DAMAGE, AND EVEN IF YOU ASSERT OR ESTABLISH A FAILURE OF ESSENTIAL PURPOSE OF ANY LIMITED REMEDY PROVIDED IN THIS AGREEMENT.

UNDER NO CIRCUMSTANCES WILL DOVE BE LIABLE TO YOU FOR ANY AMOUNT IN EXCESS OF THAT AMOUNT SPECIFIED IN THE SIGNED AGREEMENT BETWEEN YOU AND DOVE OR IN THE ABSENCE OF SUCH AGREEMENT DOVE'S STANDARD TERMS AND CONDITIONS OF SALE AND SERVICE.

If any inconsistencies or conflicts arise between the provisions of this SOW, any Services Description or any other applicable Customer signed agreement or Dove's Standard Terms and Conditions of Sale and Service, the following order of precedence shall apply in the order of priority:

- 1) This SOW
- 2) Service Description
- 3) An applicable Customer signed agreement
- 4) Dove Standard Terms and Conditions of Sale and Service

## **30-Day Getting Started Configuration Assistance**

Dove offers a **30-day Getting Started** telephone support program (through our Level 1 Queue) at no additional charge to help you with optimisation and configuration questions during the critical 30-day period after shipment of your Dove supplied Dell PowerEdge System. This program is available to customers who have Microsoft operating system factory-installed on their server.

**Software products covered for servers are:**

- Microsoft Windows NT/W2K/W2003
- Microsoft BackOffice Small Business Server

**Hours of availability are:**

Local prime shift business hours (8:00am-09:30am at Dove's discretion for eight hours thereafter, depending on the local prime shift business).

**Contact numbers:**

Customers should call Dove's technical support team on the number listed in the system documentation. The number can be also found on Dove's support site [support.DoveComputers.com](http://support.DoveComputers.com).

**Assistance Provided as Follows:**Core Operating Systems

Assist with the installation of drivers for internal peripherals such as hard drives, CD-ROMs or tape backup units supplied by Dove

Assist with the installation and configuration of on-board video drivers within the validated limits

Assist with the installation of service packs and patches for Dove-supplied operating system software.

Assist with the configuration of one Windows client for server connectivity testing. If necessary, the client will be configured with a simple IP installation using a static IP address which should be removed by the customer after testing

Perform connectivity testing between one Windows client and the server (using PING)

Small Business Server (SBS)

Confirm that the factory installation is as expected

Connect the SBS server to an ISP using Dial-Up Networking

Browse the Internet from the server

Confirm operation of network communications using PING and network neighbourhood

Assist with the driver installation for a disk or peripheral supplied by Dove and on the SBS Hardware Compatibility List (HCL).

Assist with the installation and configuration of on-board video drivers within the validated limits

Assist with the installation of service packs and patches for Dove-supplied operating system software.

Assist with the attachment and configuration of a UPS service, and demonstrate functionality using the basic UPS service (if supplied by Dove)

Assist with the installation and configuration of drivers to support optional internal peripherals as supplied by Dove and on the SBS HCL.

Assist with the re-installation of the SBS software in the case of the customer **inadvertently** destroying the factory installation

**Customer Responsibilities**

Provide a knowledgeable person at their server's site to perform the required activities

Provide, when required, a functioning client system on the same network as the server.

Provide the tag number of the system on which the installation is being performed.

Other reasonable actions to enable to Dove to provide assistance.

### **Service Notes**

Any software (including, but not exclusively backup or power management software) or hardware peripherals not supplied by Dove as part of the server, are not included in the terms of this support service.

WAN connectivity in any form is beyond the service scope.

### **Telephone Technical Support**

Dove provides telephone based technical support, advice and general technical information related to Dove manufactured hardware.

Technical support includes assistance and advice regarding installation of service packs, components, supplements, updates and patches for specifically covered factory installed operating systems and support for Pre-failure Alert.

### **Hours of availability are:**

Local prime shift business hours (8:00-9:30am at Dove's discretion for eight hours thereafter, depending on the local prime shift business).

### **Contact numbers:**

Customers should call Dove's technical support team on the number listed in the system documentation The number can be also found on Dove's support site [support.DoveComputers.com](http://support.DoveComputers.com).

### **Customer Responsibilities**

Provide a knowledgeable person at their server's site to perform the required activities

Provide, when required, a functioning client system on the same network as the server.

Before contacting Dove, please have the following information available - model number, date of purchase, description of the problem and any error codes.

Other reasonable actions to enable to Dove to provide assistance

### **Service Notes**

Any software (including, but not exclusively backup or power management software) or hardware peripherals not supplied by Dove as part of the system, are not included in the terms of this support service.

### **Online Support**

Dove provides online and email technical support 24 hours a day via Dove's

support site support.DoveComputers.com. The site contains technical and troubleshooting information and utilities for your specific model.

Technical support via Email includes assistance and advice regarding installation of service packs, components, supplements, updates and patches for specifically covered factory installed operating systems and support for Pre-failure Alert.

**Hours of availability are:**

24 hours a day

**Customer Responsibilities**

Provide a knowledgeable person at their server's site to perform the required activities

Provide, when required, a functioning client system on the same network as the server.

When contacting Dove have the following information available - model number, date of purchase, description of the problem and any error codes.

Other reasonable actions to enable Dove to provide assistance

**Service Notes**

Any software (including, but not exclusively backup or power management software) or hardware peripherals not supplied by Dove as part of the system, are not included in the terms of this support service.

**Hardware Maintenance Service**

The system is supplied with a warranty governed under Dove's Terms and Conditions of Sale and Service and three years hardware maintenance service with next business day response.

Dove will endeavour to provide an on-site engineer by the end of the next business day, provided a Dove support technician agrees and accepts a system fault call more than one hour before the end of local business hours.

**Hours of availability are:**

Local prime shift business hours (8:00-9:30am at Dove's discretion for eight hours thereafter, depending on the local prime shift business).

**The Services which Dove agrees to provide under this Statement of Work ("SOW") are services that are necessary because of any existing defect or a defect occurs in materials or workmanship in the Dove system or in any system component covered by this SOW. Preventive maintenance is not included. Dove is not obligated to repair any Dove system or any system component which as been damaged as a result of accident, misuse or abuse of the system or components or an Act of God such as but not limited to lightning, flooding, earthquakes. With regard to any services that are not within the coverage of this SOW, it will be within Dove's**

**discretion whether to perform the services, and, if Dove elects to perform the services, the services will be subject to an addition charge to be paid to you.**

### **Optional Network Operating System Support**

If you have purchased Microsoft Network Operating System or Microsoft Network Operating System with BackOffice Applications Support, Dove will provide telephone software support services to you consistent with the terms and conditions included in this document and Dove's Terms and Conditions of Sale and Service.

### **Products Covered**

Telephone NOS Support is available for the Covered Software (defined below) running on Dove PowerEdge. systems only.

### **Software Covered**

- Veritas Backup Exec - certified configurations only
- Windows 2000 - certified configurations only
- Windows Server 2003 - certified configurations only
- SBS 2000 - Dove certified configurations only
- Exchange 5.5/2000
- Microsoft IIS
- Proxy Server/ISA server
- Exchange 2003
- SBS 2003

All of the above shall be referred to as "the Covered Software".

### **Purchasing NOS Support Services from Dove**

Customers may purchase NOS Support as a five or ten service call pack only. The service call pack is valid for one year from the date of purchase as detailed on the invoice.

The services can be purchased with a system, separately or as a renewal. Dove requires 3 business days from the date of purchase to process the service order and make the service available.

### **Availability**

NOS Support is available during local business hours, excluding public and national holidays.

### **Requesting Assistance**

NOS Support is available by calling the local Dove Technical Support number, documented in the system troubleshooting manual. Customers will be asked for the Dove NOS Support order number to verify entitlement.

Once validated, Dove will arrange for a technician to return the call. Dove will use commercially reasonable efforts to respond within two working hours.

## **Entitlement**

A service call is defined as a customer support request for Covered Software. The initial contact and any subsequent contacts necessary to resolve the issue, up to a maximum 60 minutes duration shall be treated as a single service call to be deducted from the service call pack purchased by the customer. A further service call will be deducted from the service call pack for every 60 minutes thereafter or part thereof. A single request from a customer for (i) more than one Product, or (ii) multiple unrelated problems on the same Product, will be treated as multiple service calls.

In the event that no service calls remain or service calls have expired the customer must purchase a new service call pack to continue service delivery.

**What NOS Support Covers** Dove will help resolve entitled customers problems by providing electronic and telephone assistance to encompass the following:

- Proposed corrections for Covered Software error messages.
- Problem determination which may include any of the following actions:
  - information gathering
  - analysis
  - operational use assistance
  - telephone based advice and guidance
  - research including reproducing systems
  - acquiring additional information
- Problem Resolution which may include any of the following actions:
  - providing a resolution or steps towards a resolution
  - workaround
  - configuration changes
  - escalate a bug report
  - identification of errors
  - advice on features and capabilities
  - documentation of third-party escalation
  - supply of patches/hot fixes

## **What NOS Support Does Not Cover**

NOS Support excludes support for software other than “Covered Software” running on Dell PowerEdge Systems.

- The service is limited to the number of service calls purchased.
- The service does not cover modifications, which cause incompatibility of the system or invalid configuration.
- Without limitation NOS Support does not include the following types of support:
  - Development.
  - Non-Dove hardware, or applications software support.
  - Any on-site services.
  - Remote or on-site training assistance.

- Covered software product upgrades or new releases.
- Remote administration of Dove systems.
- Scripting, programming, database design or web development

### **Customer Responsibilities**

To receive NOS Support customers are responsible for complying with the following: Record of Service Entitlement The order number for NOS Support acts as the entitlement key for service. Customers should have this information available to quote when calling for support. Cooperate with the technician Customers must confirm that the following conditions are true: The situation giving rise to the question is reproducible on a single system, i.e., one central processing unit with its workstations and other peripherals; The Covered Software is at the current release level supported by Dove; Customers calling for assistance must have technical knowledge regarding the Covered Software product, the hardware system, any other software involved and the facts and circumstances surrounding the incident to the extent necessary to enable Dove to carry out its support obligations; The full system, including software and hardware, is available and accessible to the customer's representative without limit during any telephone discussions with the Dove support technician; The representative will follow the instructions and suggestions of Dove's support technician, using the full system. Customer must provide other reasonable actions to enable Dove to provide assistance Software/Data Backup.

**Customers understand and agree that Dove is not responsible for any loss of software or data.** If a service call is initiated, but customer responsibilities are not met, a service charge shall be deducted from the maintenance support purchased by the customer.

### **Renewal**

Customers may purchase additional service call packs by submitting a purchase order to Dove. The statement of work and pricing in place at the time of purchase will apply.

**Claims of Confidentiality or Proprietary Rights.** The customer agrees that any information or data disclosed or sent to Dove, over the telephone, electronically or otherwise, is not confidential or proprietary. Service specifications are valid in the UK only as specified herein and subject to change without notice © 2006 Dove Computer Solutions Ltd. All rights reserved.