

Service Description

Dell ProSupport Flex for Client

Introduction

Dell is pleased to provide ProSupport Flex for Client (the "**Service(s)**") in accordance with this Service Description ("**Service Description**"). Your quote, order form or other mutually-agreed upon form of invoice or order acknowledgment (as applicable, the "**Order Form**") will include the name of the service(s) and available service options that you purchased. For additional assistance or to request a copy of your service contract(s), contact Dell Technical Support or your sales representative.

The Scope of This Service

The Customer must meet the following criteria to be eligible to receive the Services:

1. The Customer must meet the minimum install base of no fewer than one thousand (1,000) Supported Products under active service contracts with Dell, and eligible for entitlement to the Services (the "Minimum Install Base Amount").
2. This service is a tag based service and is only applicable to those assets that are entitled with ProSupport Flex for Client.
3. The Customer must have a help desk to support their client environment
4. The Customer must have purchased the required minimum Services selections:
 - ProSupport Flex for Client Tech Support on all Supported Products (as defined below)
 - Dispatch Upon Request Parts Availability Services
 - Onsite services technician dispatched per Qualified incident
 - Use of Dell TechDirect or API to create service incident
 - Technical Account Manager for entitled client assets

If the Customer has purchased the Services but does not meet the criteria, the ProSupport Flex for Client contracts may be terminated at Dell's sole discretion. If the Customer does not meet the Minimum Install Base Amount of Supported Products covered by the Services, Dell may elect at its sole discretion to onboard the Customer, allow Customer to purchase the Services and provide twelve (12) months of Technical Account Manager and Reporting Services as described below. If after twelve (12) months of receiving the Services from Dell, the Customer does not meet the Minimum Install Base Amount of Supported Products covered by the Services, Dell may at any time, and at its sole discretion, elect to offboard the customer and transition the Customer's support to ProSupport instead of ProSupport Flex for Client, unless or until the Customer has satisfied the Minimum Install Base Amount requirement for the duration of the term of Services the Customer has purchased. Dell may, at its sole discretion, also require the Customer to pay an additional fee to continue receiving the Technical Account Manager Services and the Reporting Services described below. If Customer elects not to pay the additional fee then the Technical Account Manager Services and Reporting Services may be suspended or terminated at Dell's sole discretion.

This Service includes selections from the following:

1. Technical Account Manager (TAM), residing either remote or at Customer's location, to serve as the Customer's single point of contact to assist with account management, support engagement and service delivery.
2. Technical support services provided by Dell's global technical support team.
3. Onsite technician services, the Onsite Parts Solution (as defined below) and/or service part delivery to Customer's business location(s) (as necessary and according to level of service purchased) in response to Customer's Qualified Incidents.
4. Access to online support forums.

- and optional incident, dispatch, warranty tracking, benchmark and utilization reporting.
- Point of need and out of warranty services can be ordered by the Customer and billed at time of need

Supported Products: This Service is available on select Dell products, including Latitude™, Optiplex™, Vostro™, Precision™, Dell XPS™ and Venue™, which are in a standard Dell configuration (“**Supported Products**”). Please visit www.Dell.com or contact your sales representative or a Dell technical support analyst for the most up-to-date list of Supported Products. The Supported Product covered under this Service Description is identified on Customer’s Dell Order Form; however products purchased through the Dell Software & Peripheral store are **not** covered by this Service Description. A separate service contract must be purchased by Customer for each Supported Product. Each Supported Product will be tagged with a serial number (the “**Service Tag**”). Additional products may be covered by this Service Description or added to the Supported Products list depending on region, location, or language.

Customer Selection of Services

ProSupport Flex for Client offers a selection of support services levels and types from which the Customer can select those services that are appropriate for the Customer’s support needs.

The following chart sets forth the components of the Services, provides summary detail of options within each component. The Customer can use this chart to locate the specific terms that govern the Customer’s entitlement pursuant to Customer’s selection the Services by referring to the descriptions listed on the Customer’s Order Form and matching them with the terms indicated in this chart. Customer acknowledges that all the relevant terms of this Service Description will apply to the Services that comprise the Customer’s entitlement. Also, some of the options will have separate Service Descriptions that will provide more detail. For more information please contact your Dell sales representative.

| <u>Services Component</u> | <u>Options within Services Tower</u> | <u>For More Information Please See:</u> |
|---|---|--|
| Support Relationship Management by Technical Account Manager (TAM) | <p><u>Optional Selections:</u></p> <ul style="list-style-type: none"> Remote TAM Onsite TAM Tier 1-4 and quarter or monthly reporting Two site visits <p><u>Required minimum service selection:</u></p> <ul style="list-style-type: none"> Remote TAM | Page 5 |
| Technical Support Services (phone support, email, chat) | <ul style="list-style-type: none"> Submission of service request by website, API, phone or chat (where applicable) <p>Customers may qualify for either Low, Medium, or High Tiers based on consumption and qualifying criteria. Customer may have option to choose different technical support volume levels on specific Supported Product product lines</p> <p><u>Required minimum service selection:</u></p> <ul style="list-style-type: none"> Technical Support Services, lowest incident volume level available on all asset types | Page 9 |



| Services Component | Options within Services Tower | For More Information Please See: |
|--|--|---|
| Onsite Services¹ | <p>Onsite Field Services:</p> <ul style="list-style-type: none"> Onsite technician dispatched per Qualified Incident for service parts replacement (required minimum service selection) Scheduled onsite technician to perform service parts replacement <p><u>Required minimum service selection:</u></p> <ul style="list-style-type: none"> Onsite technician dispatched Next Business Day per Qualified Incident for applicable products | Page 12 |
| Parts Availability Services² | <ul style="list-style-type: none"> Dispatch upon Request: Service parts delivered based on the warranty service parts delivery service level agreement Onsite Parts Solution: Replacement service parts for the covered products resides at the Customer's site. <p><u>Required minimum service selection:</u></p> <ul style="list-style-type: none"> Next Business Day Dispatch upon Request if applicable | Pages 14 |
| Reporting Services | <p><u>Standard Reporting Services :</u></p> <ul style="list-style-type: none"> Standard incident reporting Standard dispatch reporting Warranty tracking reporting <p><u>Required minimum service selection:</u></p> <ul style="list-style-type: none"> Quarterly Reporting | Pages 7 |

When Customer onboards with ProSupport Flex for Client, the Customer will select the specific service levels and type within the above service categories. Selected service levels are specified on the Customer's Order Form.

ProSupport Flex for Client allows the Customer to change their selections of service levels and types that Customer previously purchased. Any such adjustment to the Services provided hereunder will result in the application of the corresponding and then-effective terms of service for any particular component of the Services that has changed as a result of Customer's selection, as set forth in this Service Description, which may result in an increase in fees due and payable from Customer. Reductions of support levels will not result in a refund to Customer.

This Service provides direct, advanced tech support and related support capabilities to authorized reseller customers who have successfully completed the onboarding steps described below ("**Reseller Customers**"). Any Reseller Customers may incorporate this Service into such Reseller Customer's own support infrastructure to provide the technical support and repair services that Reseller Customer will deliver to an end-user who purchases and possesses the applicable Supported Product (as defined below) for such end-user's own internal end-use, and not for reselling, or distributing to others (the "**End User**"). Any Reseller Customer who successfully completes the onboarding steps required by Dell to be eligible for the Service and purchases the Service has agreed to perform certain support tasks in response to service requests related to the Supported Product made by End Users. This Service is separate and distinct from the services that Dell will provide directly to End Users pursuant to the warranty that applies to the End User's use of the Supported Product ("**End User Warranty Repairs**"). Any Reseller Customers who purchases this Service will comply with their obligation to flow through Dell's terms of sale and service terms that cover the End User's purchase of the Supported Product by providing End User with an appropriate copy of Dell's Basic Hardware Service service description (available [here](#)) that corresponds to the terms of End User's purchase of the Supported Product. Any Reseller Customer's purchase of the Service from Dell is for Reseller Customer's own use to enable Reseller Customer to provide it's own technical support services to its end users.

¹ Not applicable to Non-Field Repairable Supported Products

² Not applicable to Non-Field Repairable Supported Products



Any Reseller Customer who purchases this Service is not purchasing the Service in its capacity as reseller of the Services under the terms of any reseller terms of sale or other channel partner agreement it may have in place with Dell, apart from the underlying warranty that corresponds to any Supported Product for which the Reseller Customer has purchased the Services.

Support Relationship Management

Support Management

Support Management will be provided by a single point of contact TAM. The TAM will serve as the Customer's primary point of contact for managing service delivery escalations. The TAM resource also manages ProSupport Flex for Client operational services coordination for all Support Services to which the Customer is entitled.

Pursuant to the Support Management options selected and purchased, the TAM duties may include:

- Engage as a single point of accountability for post-sales support through end of life of Supported Product entitlements
- Review product or service delivery process and provide Customer with analysis
- Confirm expectations and/or commitments to Customer are not outside of selected ProSupport capabilities
- Provide updates to Customer's leadership on Dell solution performance and initiatives
- Create a Service Plan.
- Remote TAM is standard; onsite visits can occur bi-annually, quarterly, monthly or scheduled on an as-needed basis and/or as mutually agreed upon by the TAM and Customer in writing. Two (2) onsite visit per year are included with the standard TAM Services. Additional onsite visits are subject to additional fees and reimbursement of expenses.
- Help coordinate service resolutions in response to escalated incidents or problems.
- Single point of contact for any support questions, service requests or any other issue related to the Dell Support Services Public API.

The scope of the Customer's environment served by the TAM is limited to those Customer assets that have active ProSupport Flex for Client support contracts. The TAM Services will be provided during the hours of 8:00am to 6:00pm, Customer local time³, Monday through Friday, excluding holidays, not to exceed 45 hours per work week (not to exceed 180 hours per month). After hours resolutions will be managed through an afterhours central help desk.

A TAM will be assigned to the Customer beginning at a mutually agreed date for a continuous day/week/month/quarter/year time period, as reflected on Customer's Order Form. In the event the assigned TAM will be unavailable (for vacation, training, etc.), the Customer will be notified beforehand and another TAM will be temporarily assigned to the Customer.

Excluded Services (Technical Account Manager)

- Any installation or configuration of hardware or software.
- Tracking location and disposition of Customer assets.
- Procurement of hardware, software or other equipment required for this Service.
- Any activities other than those specifically noted in this Service Description.
- Support Relationship Management services described in this subsection on products/assets that do not have an active ProSupport Flex for Client support contract.
- Negotiating, developing, amending or changing Dell contracts.
- Management by objective / Project Management and Life Cycle Management (configuration management, change management, and release management) may require an additional fee.

³ As determined by local time of Customer's help desk.



Customer Responsibilities (Support Relationship Management – Technical Account Manager)

Dell and the Customer will mutually agree to one of the following Support Plan profiles:

[Support Plan description:](#)

The Service Plan sets forth service delivery expectations and support policies and procedures based on a high level overview as well as asset service contracts and asset configuration. Dell and Customer contacts for incident engagement and escalation collaboration are also described in this document. The Service Plan is not a legal document. It should be developed by the TAM in collaboration with the Customer to properly align with IT Service augmentation supporting business process, technology, resources and infrastructure. The Service Plan may be reviewed, tracked and revised on an annual basis.

Dell TAM Services Plans are not contractual documents and are not legally binding on Dell or Customer. They are guidelines to assist Customer and TAM in communicating regarding Customer's support services needs.

[Support Services Reporting](#)

Support Services Reporting is standard feature of ProSupport Flex for Client. Reporting reviews will be conducted by the TAM either in-person at the Customer's site (onsite) or remotely through an online meeting. If the TAM's primary location is remote from the Customer's requested meeting location, then an onsite reporting delivery can be arranged for an additional cost. By default, Support Services Reporting is available on a quarterly and/or monthly basis. The Customer may select to alter reporting frequency and has the option to receive reporting monthly, quarterly or on an adhoc basis. Adhoc or custom reporting requests may include additional costs.

Support Services Reporting consists of the following:

- **Quarterly/Monthly 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.
 - Standard incident report:** Includes incidents by product, system age and date; time in Severity level 1, 2, 3 and 4; time to close trend, business impact, and monthly activity rates.
 - Standard dispatch report:** Includes dispatch rate and dispatches by top dispatched components, system age and date; and monthly activity rates.
 - Warranty tracking report:** Includes total Supported Products by entitlement, product and hardware warranty and support expiration date.

Reporting Delivery to Authorized Dell Resellers for End Customers Who Purchase via Authorized Dell Resellers

ProSupport Flex for Data Center TAM Reporting will be delivered by Dell to **Reseller Customer only, and Reseller Customer hereby acknowledges and agrees that they have obtained appropriate consent from the End User.** Dell will distribute ProSupport Flex for Data Center TAM Reporting to the address and contact information provided to Dell at the time the Services were purchased, or else the contact information that is contained in Dell's sales and service records at the time Reseller Customer was onboarded to the program. Please note that when the reporting is delivered to Reseller Customer it will not be categorized by specific End Users, and if Reseller Customer would like to receive End User-segmented reporting, such reporting can be requested as custom reporting through Reseller Customer's TAM at an additional cost.



Technical Support Services

The features of your service include (or key service steps):

- Telephone access twenty-four (24) hours each day, seven (7) days each week (including holidays)⁴ to Dell's global expert center staffed by senior-level analysts for troubleshooting assistance of hardware and software issues.
- On-site dispatch of technician and/or service parts to Customer's business location (as necessary and according to level of service purchased) for repairs and resolution necessary to remedy a Qualified Incident (as defined below). Refer to **Exhibit A** for more details on severity levels and onsite service options.
- For products that are not serviceable at a Customer's location, please refer to **Exhibit B** for details on service response options for systems that are non-field serviceable.
- Remote troubleshooting assistance for common support issues, when available and with Customer's consent, in which Dell technicians connect directly to your system over a secure internet connection to expedite troubleshooting.
- **Client operating system and application "Getting Started" assistance associated with common Dell OEM end-user applications such as Norton AntiVirus™ software, Microsoft® Office software suite, Intuit® QuickBooks® accounting software, Adobe® Photoshop® software and Adobe Acrobat® software. Please see Dell's Operating System and Application Troubleshooting section for other software titles that may be supported or contact your technical support analyst for details.**

| What's Included | What's NOT Included |
|--|--|
| Dell OEM operating systems and applications. | Support for software not validated and tested by Dell for your system. |
| "Getting Started" assistance for simple "How To" or feature definition questions | Step-by-step installation, reinstallation, or configuration assistance |
| Hot-fix and patch assistance | Performance or administrative assistance |

- Getting-started advice or set-up assistance associated with simple network⁵ connectivity for select desktop, notebook, smartphones, and tablets.
- Access to online support forums.
- Access to Global Command Centers, which help manage critical situations in Customer environments, monitor all on-site "mission critical" labor dispatches and provide proactive crisis management coordination and communication during events such as natural disasters.
- Case management to help track resolution and escalation of Qualified Incidents.
- Escalation management to provide a single point of contact for incident management, escalation, and status of incidents within the scope of this Service.
- All local services are provided by Dell authorized service provider

⁴ Availability varies by country. Customers and Dell Channel Partners should contact your sales representative for more information.

⁵ Simple network assistance is limited to a single client system covered by ProSupport, connecting to a single router or port or wireless access point, and does not include connectivity to secondary devices, systems, or domains.



- **Dell International Services Program.** This program provides service and support options when travelling with select notebooks, smartphones, and tablets outside of your home country and for a period of less than six (6) months. Additional terms and conditions apply; please see www.Dell.com/ISP for more details.

[How to Contact Dell if You Require Service](#)

Self-Dispatch Support Programs:

For Customers enrolled in Dell TechDirect or utilizing the API, Qualified Incidents may be handled by certified Customer technicians through the submission of a service request to the self-dispatch website or telephone queue for your region.

Online, Chat, and Email Support: ⁶

Dell ProSupport website, chat, and email support available at www.Support.Dell.com.

Telephone Support Requests:

Available twenty-four (24) hours each day, seven (7) days each week (including holidays). Availability may differ outside of the United States and is limited to commercially reasonable efforts. Please contact your sales representative or technical support analyst for specific details for your location.

Step One: Call for Assistance:

For telephone support requests, contact your Regional Dell ProSupport support center to speak to a technical support analyst. Regional telephone numbers can be found at www.Dell.com/ProSupport/RegionalContacts.

Call from a location which includes physical access to the Supported Product.

Provide the serial number of the Service Tag (as defined below) and other information as requested by the analyst. The analyst will verify Customer's Supported Product, applicable Service and response levels and confirm any expiration of Services.

Step Two: Assist with Telephone-based Troubleshooting:

When requested, identify error messages received and when they occur; what activities preceded the error message; and what steps you have already taken to attempt to solve the problem.

The analyst will work with you through a series of troubleshooting steps to help diagnose the issue.

If an on-site dispatch of a service technician is necessary, the analyst will provide additional instructions.

[Technical Support Volume Selections](#)

ProSupport Flex for Client offers various levels of technical support services. The levels are based on the volume of incidents per asset, and specified by product line.

Dell will designate the level of technical support for each product line that Customer is entitled to receive based on Customer's internal support resources and service history, as applicable – the level chosen must be consistent across all covered assets within the product line. The table below describes what platforms are included in each product line.

| Product Line | Number of Support Levels |
|--------------|--------------------------|
| Desktops | 3 (low, medium and high) |
| Notebooks | 3 (low, medium and high) |

Each level of tech support corresponds to an allocation of incidents that the customer can open on the assets that are included within a specific product line. Any engagement with Dell support teams via a phone call by

⁶ Online, Email, and Chat support are not available in all countries / regions.



Customer that results in the creation of a Qualified Incident will be counted in the Customer's allocation of incidents for such specific product line. Incidents may include multiple Dell-to-customer interactions, as long as each interaction is regarding the same asset and problem. Incidents will be counted in the quarter in which they are closed. Incidents serviced by the Point-of-Need Out-of-Warranty service will not count towards the allocation. Customers who exceed the incident threshold for the support level they are assigned will be move to a higher support level at Dell's discretion and Customer may be required to pay additional fees at the higher support level to continue receiving support.

For more information about technical support volume selections please contact your Dell sales representative and/or your TAM.

Collaborative Assistance

If a problem arises with certain third-party products and software commonly utilized in conjunction with Customer's Supported Product, Dell will serve as a single point of contact, as set forth herein, until the problems are isolated and escalated to the third-party product vendor. Specifically, Dell will contact the third-party vendor and create a "problem incident" or "trouble ticket" on behalf of Customer, providing the necessary problem documentation. Once a vendor is engaged, Dell will monitor the problem resolution process and obtain status and resolution plans from the vendor until the vendor resolves the problem by either providing a resolution, steps towards a resolution, workaround, configuration changes, or escalation of a bug report. Upon the Customer's request, Dell will initiate management escalation procedures within Dell and/or the vendor organization.

To be eligible for Collaborative assistance, Customer must have the appropriate active support agreements and entitlement with the respective third-party vendor. Once isolated and reported, the third-party vendor provides technical support and resolution for Customer's problem. **DELL WILL NOT BE RESPONSIBLE FOR THE PERFORMANCE OF OTHER VENDORS' PRODUCTS OR SERVICES.**

View current Collaborative assistance partners at www.Dell.com/CollaborativeSupport. Please note that supported third-party products may change at any time without notice to Customers.

Software Troubleshooting

Dell ProSupport includes Dell OEM software troubleshooting with Collaborative assistance (as set forth above) for select Dell OEM applications, operating systems, and firmware on Supported Products (the "**Covered Software Products**") over the telephone, or by transmission of software and other information through electronic means, or by shipping software and/or other information to Customer. Covered Software Products include pre-installed end-user client applications such as Norton AntiVirus™ software, Microsoft® Office software suite, Intuit® QuickBooks® accounting software, Adobe® Photoshop® software and Adobe Acrobat® software. Please contact a Dell technical support analyst for an up-to-date list of Covered Software Products.

Limits on Dell OEM Software Troubleshooting Service.

Dell does not warrant that any particular software-related question will be resolved or that the Covered Software Product will produce any particular result. Situations giving rise to Customer's questions must be reproducible on a single system (i.e., one central processing unit with its workstation and other peripherals). Dell may conclude that a software issue is sufficiently complex or that Customer's Supported Product is of a nature that precludes effective analysis of the question through telephone support. Customer understands and accepts that Dell may be unable to resolve questions of this sort, and Customer understands and accepts that Customer is required to make independent arrangements with the publisher of the software at issue for resolution of such questions.

Dell SupportAssist

Dell SupportAssist is a software application that when installed, will monitor your system and collect information to assist in providing technical support. In the event an issue is detected, the information collected can be sent to Dell to provide you with an enhanced, personalized and efficient support experience.

Used with ProSupport Flex for Client, SupportAssist will provide the following features and capabilities:



- Monitoring of systems for issues impacting normal operation and performance.
- Automatic creation of Dell Technical Support requests in the event of issue detection.
- Automatic uploading of diagnostics and other data that allows efficient diagnosis of issues.

In configuring SupportAssist on your system, you will have the key contact information (e.g. name, phone number, and/or email address) required to initiate a support request with Dell stored on your system. Reporting of periodic system operational data (e.g. hardware configuration, software installed, error logs) can also be sent to Dell. SupportAssist will provide customers with the ability to configure for use on a single system or to have common configuration information stored across multiple systems. When used in conjunction with Dell's TechDirect portal, customers can receive and action alerts across their install base.

How does it work?

SupportAssist will run diagnostic scans as scheduled by the user in the configuration of the software. In the event of an issue detected in system error logs or as associated with the diagnostic scan, SupportAssist will initiate an alert. The alert is presented to the user and will transmit information to Dell to create a Technical Support Request with related failure information. This information allows Dell to provide an enhanced support experience. The data sent to Dell is encrypted with 128 bit encryption and transferred securely using SSL protocols.

What data is collected?

The information encrypted in the data log file sent back to Dell includes the following categories of data:

- User information: computer name, network domain, IP address, and Dell Service Tag.
- Hardware configuration: installed devices, processor(s), memory, network devices, and usage.
- Software configuration: covering the operating system.

The Dell SupportAssist software is not designed to collect any personal information, such as personal files, web browsing history, or cookies. However, if any personal data is inadvertently collected or viewed during the troubleshooting process, it will be treated in accordance with the Dell Privacy Policy. Please visit www.Dell.com/Privacy to review Dell's full Privacy policy.

How do I uninstall the application?

If at any time you choose to remove the Dell SupportAssist application and stop sending information to Dell, simply go to Add/Remove or Uninstall Program within the Windows® control panel, highlight the SupportAssist listings and click the Remove button. You may also contact Dell Technical Support for assistance.

Note: Removal of Dell SupportAssist or opting out of log collections options will impact Dell's ability to provide ProSupport Flex for Data Center customers with monthly reporting and maintenance services as listed in the sections above.

Additional Resources

To learn more about Dell SupportAssist and see the latest list of supported Dell products please visit the Dell SupportAssist website at: <http://Dell.Com/SupportAssist>.

On-site Service Options

On-site response options vary depending on the type of service. If you purchased ProSupport with an on-site support service response level, your invoice indicates the applicable on-site service response level, which corresponds to the tables below. Provided all applicable terms and conditions set forth in this Service Description



have been fulfilled, Dell will dispatch a service technician to the Customer's business location for a Qualified Incident as necessary and pursuant to the Severity level and applicable on-site response table below.

The ProSupport Flex for Client Onsite Support Services provides technician services at the Customer's site⁷ to perform warranty service parts replacement. The Customer can select from the following onsite support options to best meet their needs:

1. Onsite technician dispatched per Qualified Incident for service parts replacement
2. Scheduled onsite technician to perform service parts replacement¹

¹ an additional fee and separate terms pursuant to a separate statement of work may apply if Customer chooses this service

If Customer or Customer's authorized representative is not at the location when the service technician arrives, the service technician cannot service the Supported Product. The technician will leave a card to let Customer know he or she was there or attempt to contact Customer by telephone or email. Customer may be charged an additional charge for a follow-up service call.

Standard On-site Response Levels Available for Purchase

| Type of On-site Response | On-site Response Time ⁸ | Restrictions/Special Terms |
|---|--|--|
| Next Business Day On-site Response | Following telephone-based troubleshooting and diagnosis, a technician can usually be dispatched to arrive on-site the next business day. | <ul style="list-style-type: none"> • Available five (5) days each week, ten (10) hours each day - excluding holidays. • Calls received by Dell expert center after 5:00 PM⁹ local Customer time (Monday - Friday) and/or dispatches submitted by Dell after that time may require an additional business day for service technician to arrive at Customer's location. • Available only on select models of Supported Products. |
| Outside Continental United States ("OCONUS") Customers | Following telephone-based troubleshooting, parts can be dispatched. On-site arrival times will depend on OCONUS Customer location and part-availability. | <ul style="list-style-type: none"> • Limited to Dell-approved (US only) OCONUS Customers. • Availability limited to select systems and locations. See www.Dell.com/Fed/International for details. • Federal Customers should consult OCONUS Service Locations in Customer's applicable separately-signed services agreement with Dell. |

Onsite support services include:

- Onsite dispatch of technician to the Customer's location (as necessary and according to level of service response purchased) for repairs and resolution necessary to remedy a Qualified Incident.

⁷ Onsite labor may be provided to a remote employee's home

⁸ Not all response times are available in all countries and locations. Contact your sales representative for more information.

⁹ Call dispatch time may vary by location, please check www.dell.com/prosupport/regionalcontacts for local time call must be received by Dell Expert Center



- Onsite diagnosis services may be included as an optional ProSupport Flex for Client upgrade for an additional fee.
- Reinstalling drivers on repaired Supported Product(s) as necessary to return the Supported Product(s) to working condition.
- Use of service parts from onsite parts service to repair failed Supported Product(s) (an additional fee and separate terms pursuant to a separate statement of work will apply if Customer chooses this service).

Excluded services (Onsite Support Services)

- Separate contracts for after business hours service and non-business day support services may be required to obtain service during such hours on selected products.
- Preventative maintenance
- Operating system and software troubleshooting without the aid of Dell's Remote Support.
- Troubleshooting viruses, adware and/or spyware
- Data backup, migration and/or recovery
- Image building, image installation and/or image storage
- Any other activity which is not specifically included in the scope for Onsite Support Services

Service Parts

The Customer must choose one from the following selections of parts availability services for each hardware asset covered under ProSupport Flex for Client:

- Dispatch upon Request: Service parts delivered based on the warranty service parts delivery SLA corresponding to a Customer's specific asset, such as Next Business Day.
- Return for Repair: non field serviceable parts are delivered in accordance with the terms in Exhibit B.
- Onsite Parts Solution¹⁰: Replacement service parts for the covered products resides at the Customer's site. This solution consists of three components:
 1. Online Inventory System (OIS) - This is the online software tool used to view the inventory at the Customer location.
 2. Hardware – Scanner to manage the inventory scan In/scan Out process. Scan out actions for break/fix use triggers an automatic replenishment.
 3. Service Parts – The inventory customized for each Customer based on their install base to be covered by the Onsite Parts Solution

Note: Additional terms and conditions for the Onsite Parts Solution are documented in the Customer-specific statement of work. The Onsite Parts Solution is an upgrade option available for an additional fee.

Regardless of the service response level purchased, some component parts are specifically designed for easy Customer removal and replacement: such parts are designated as Customer Replaceable Units ("CRU"). If during the diagnosis, the Dell analyst determines that a Qualified Incident can be resolved with a CRU designated part, Dell will ship the CRU designated part(s) directly to the Customer. CRU parts fall into two categories:

Optional CRU Parts. These parts are designed to be replaced by the Customer. Depending on the type of service that was purchased with the Supported Product, Dell may provide an on-site technician to replace the parts. Contact a technical support analyst for more details regarding which Optional CRU part(s) and which service response levels qualify for on-site installation at no additional fee.

Mandatory CRU Parts. Dell does not automatically provide an on-site technician for the installation of Mandatory CRU parts. Contact a technical support analyst for more details regarding which Mandatory CRU parts and which service response levels qualify for on-site installation at no additional fee.

¹⁰ Onsite Parts Solution is not available for all Supported Products or in all countries. Consult with your Sales Representative for information on availability.



The freight method used to ship the CRU part is based on the level of service purchased by the Customer

- Service parts for customers with "Next Business Day" or Advanced Exchange response times will be shipped via a next-business day freight method, unless otherwise noted by the technician.
- Service parts for customers with "Return for Repair" service options will be shipped via ground freight service.

Once a Dell analyst has determined whether it is necessary to replace a part or return the system, you will be informed of the next steps to take. Depending on the service level that was purchased, the following On-site or Return for Repair procedures apply.

Prerequisites for Parts Availability Services:

The Supported Product for which a hardware service part dispatch is requested must have an active ProSupport Flex for Client per-asset warranty contract.

- Parts Availability Services is provided to replace a failed part related to a Qualified Incident.
- In cases where service parts are shipped directly to Customer, the Customer must be able to accept shipment at the location of the systems to be serviced. Dell will not be held liable for support delays due to the Customer's failure or refusal to accept shipment of parts.

Parts Availability Service Entitlements:

- Service parts entitlement will be assigned to individual hardware Supported Products. Note that Supported Products at the same location may have different parts delivery entitlements.
- Customers should work with their TAM to ensure that their assets have the appropriate parts delivery selection to meet the Customer's delivery response needs.

Parts Delivery as a result of Onsite Diagnosis:

The result of an onsite diagnosis service may result in a service parts dispatch request. In this case, the service parts dispatch will be done according to the particular asset's entitlement of parts availability services.

Limitations (Parts Availability Service):

Requests made after Dell local business hours for assets with Next Business Day entitlement may be delayed by one day. Note that if the data center location is different than the location of the Customer submitting the request, the business hours are based on the location to where the service parts would be shipped. Regardless of the service response level purchased, some component parts are specifically designed for easy Customer removal and replacement: such parts are designated as Customer Self Replaceable ("**CSR**"). If during the diagnosis, the Dell analyst determines that a Qualified Incident can be resolved with a CSR-designated part, Dell will ship the CSR-designated part directly to the Customer. CSR parts fall into two categories:

- **Optional CSR Parts** – These parts are designed to be replaced by the Customer. Depending on the type of service that was purchased with the Supported Product, Dell may provide an on-site technician to replace the parts. Contact a technical support analyst for more details regarding which Optional CSR parts and which service response levels qualify for on-site installation at no additional fee.
- **Mandatory CSR Parts** – Dell does not automatically provide an on-site technician for the installation of Mandatory CSR parts. Contact a technical support analyst for more details regarding which Mandatory CSR parts and which service response levels qualify for on-site installation at no additional fee.

The freight method used to ship the CSR part is based on the level of service purchased by the Customer

- Service parts for customers with "Next Business Day" or Advanced Exchange response times will be shipped via a next-business day freight method, unless otherwise noted by the technician.



- Service parts for customers with “Return for Repair” service options will be shipped via ground freight service.

Once a Dell analyst has determined whether it is necessary to replace a part or return the system, you will be informed of the next steps to take. Depending on the service level that was purchased, the following On-site or Return for Repair procedures apply.

Optional Services

The optional services are stand alone services and the Service Descriptions for these services are available at www.dell.com/ServiceContracts/global. Please refer to the link for more detail regarding each service.

Out-Of-Warranty Support

Supported Products that are not eligible for warranty extension are not eligible for the Out-Of-Warranty support service as offered in this Service Description.

Customer acknowledges that Dell may not be able to diagnose or solve Customer’s particular problem.

This service is subject to geographical availability and service parts availability at the time of request. Dell will notify Customer at the time of request whether the service parts delivery can be performed.

Service parts delivery on expired assets is an optional service and will be billed to the Customer at the then-current fee schedule.

In some countries, replacement service parts associated with out-of-warranty support service are required to be purchased as non-warranty spare parts. In this case, Dell cannot provide a delivery time, as the part must be shipped from Dell’s spare parts depots. Note: The replacement part shipment might take considerable time depending upon Customer location of the Supported Product needing service.

Term. The Out-Of-Warranty support service is available on a per-incident basis only through the diagnosis of the applicable issue. Dell, at its discretion, may terminate this Service with prior notice to Customer.

Not Transferable. The Out-Of-Warranty support service is not transferable and is valid for the Customer. Customer may not use the Service 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 personally owned or leased by the Customer. Dell reserves the right to suspend or terminate the Service if Dell, in its sole discretion, determines that the Service is being misused, being used by any person other than Customer, or being used in breach of this Agreement.

Billing. The Out-of-warranty support service will be billed to the Customer at the time of the request.

Out of Scope. The Out-Of-Warranty support service does not cover and Dell is not obligated to provide any services not expressly described in this Service Description. In addition, in the course of providing the Out-Of-Warranty support service, Dell may determine that the issue is beyond the scope of the Out-of-Warranty support service. Dell may use commercially reasonable efforts to refer Customer to the appropriate alternative resource.



Billing Service

The ProSupport Flex for Client billing service provides the ability for Dell to bill the Customer for over consumption in accordance with Customer's selection of support services. Charges for such additional services will be billed in arrears. If the customer consumes a higher level of services for two consecutive quarters, Dell has the right to move the customer to a higher consumption tier for future purchases and bill for the overconsumed services that took place in prior quarters.

BILLING

Customer hereby acknowledges its obligation to allocate sufficient funds to support possible overconsumption payment for the purchase of services hereunder.

Dell shall invoice Customer for such services consumed in arrears for overconsumed services once every two quarters and Customer must pay such invoices within thirty days of the date of each invoice (the "Quarterly True-Up"). The amount invoiced each billing period will include:

1. Support services consumed in excess of the amount that are included in the Customer's selections of options within ProSupport Flex for Client. Examples of such services include:
 - Tech support incident volume beyond the volume level purchased by Customer.

The Quarterly True-Up feature is available only for payment of the aforementioned services. The billing service does not cover the following:

- The type and amount of support services purchased as part of the Customer's ProSupport Flex for Client offer configuration of the Service(s) at the original execution of this Agreement and the commencement of the Term of Service.
- Warranty contract renewals.

All amounts paid under the ProSupport Flex for Client billing service are payments in arrears for the previous payment period's services. Customer accepts and is responsible for any and all applicable tax.

Customers may be required to establish an open purchase order to enable the Quarterly True-Up billing feature.

TERMINATION OF BILLING SERVICE

This billing service will remain in effect as long as the Customer has Supported Products covered under this Agreement, unless 1) terminated by Customer or Dell; 2) all Customer Supported Products, for whatever reason, lose their entitlement to support from Dell generally and/or the Customer fails to meet the minimum requirements for the Service(s) described above, or otherwise loses ProSupport Flex for Client entitlement; or 3) the service contracts applicable to all Customer Supported Products expire or are terminated pursuant to their terms. In the event that Customer fails to pay any undisputed quarterly invoices in a timely manner, Dell reserves the right to terminate this Agreement and cancel outstanding services upon ten-days' written notice to Customer. Termination of this Agreement shall not terminate any payment obligations still outstanding.

This billing service shall be governed by and construed under the laws of the state of Texas, without reference to the conflicts of laws provisions thereof.

Hardware Coverage Limitations:

Additional hardware coverage limitations may apply and service offerings may be available to extend these hardware limitations for an additional fee. Please see www.Dell.com/Warranty for the most up-to- date warranty



information or contact a Dell technical support analyst for more details. In such cases, components may be repaired or replaced by Dell for the duration of Customer's Agreement. A Supported Product or a component of a Supported Product that carries a limited lifetime warranty will be serviced by Dell according to this Service Description for the duration of this Agreement. After the Customer's entitlement pursuant to this Agreement expires, subsequent Qualified Incidents related to a Supported Product or component with a limited lifetime warranty will be serviced pursuant to the Dell Basic Hardware Service contract available at www.Dell.com/ServiceContracts/global.

This Service Description does not confer on Customer any warranties which are in addition to the warranties provided under the terms of your master services agreement or Agreement, as applicable.



Customer Responsibilities

Offer Specific Customer Responsibilities

1. **Maintaining ProSupport Flex for Client Support Entitlement.** Assets with an active ProSupport Flex for Client contract will receive the agreed upon services. Assets that are not entitled will not receive the same level of service; thus, a customer environment may have multiple support levels.
2. **Asset List Maintenance.** 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 of any replacement or service.
 - Customer is responsible for notifying TAM of changes to the inventory of the Supported Products in the environment including relocation, deployment of new supported products, and decommission.
3. **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 TAM 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.

The Customer contacts would:

- Provide direction to Dell-supplied engineers/resources during their performance of activities.
 - Serve as the main point of contact between Dell and Customer.
 - Have the authority to resolve any conflicting Customer requirements.
 - Obtains and provides service requirements, information, data, decisions and approvals that may be necessary during this Service period.
 - Will assign resources to tasks assigned to Customer.
 - Will inform Dell of access issues and security measures.
 - Provide all hardware, software, and licenses necessary to perform desired tasks/functions; ensure that all hardware and software are delivered near where they will be installed.
 - Provide resources and manpower to perform any tasks that are necessary outside of the Services provided in this document to enable provision of the Services.
 - Collaborate with TAM to establish and maintain Service Plan.
4. **Confidential Information:** Customer will treat the contents of this Agreement, any description of the Service or other materials provided in connection with the onboarding of the Customer or the delivery of the Service (including, but not limited to, the Customer's Support Plan) will be treated by Customer, in accordance with the Customer's obligations subject to the Nondisclosure Agreement in effect between Customer and Dell (the "Customer NDA"), as Confidential Information (as defined in such Customer NDA).



General Customer Responsibilities

Authority to Grant Access. Customer represents and warrants that it has obtained permission for both Customer and Dell to access and use the Supported Products, the data located thereon and all hardware and software components included therein, 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.

Cooperate with Phone Analyst and On-site Technician. Customer and any End User of a Reseller Customer will cooperate with and follow the instructions given by any Dell phone analyst or 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.

On-site Obligations. Where Services require on-site performance, Customer or any End User of a Reseller Customer will provide (at no cost to Dell) free, safe and sufficient access to Customer's facilities and the Supported Products, including ample working space, electricity, and a local telephone line. A monitor or display, a mouse (or pointing device), and a keyboard must also be provided (at no cost to Dell), if the system does not already include these items.

Maintain Software and Serviced Releases. Customer will maintain software and Supported Products 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 Products eligible for this Service.

Data Backup; Removing Confidential Data. Customer or any End User of a Reseller Customer will complete a backup of all existing data, software and programs on all affected systems prior to and during the delivery of this Service. Customer should make regular backup copies of the data stored on all affected systems as a precaution against possible failures, alterations, or loss of data. In addition, Customer or any End User of a Reseller Customer is responsible for removing any confidential, proprietary, or personal information and any removable media such as SIM cards, CDs, or PC Cards regardless of whether an on-site technician is also providing assistance. **DELL WILL HAVE NO LIABILITY FOR:**

- **ANY OF YOUR CONFIDENTIAL, PROPRIETARY OR PERSONAL INFORMATION;**
- **LOST OR CORRUPTED DATA, PROGRAMS OR SOFTWARE;**
- **DAMAGED OR LOST REMOVABLE MEDIA;**
- **DATA OR VOICE CHARGES INCURRED AS A RESULT OF FAILING TO REMOVE ALL SIM CARDS OR OTHER REMOVABLE MEDIA INSIDE SUPPORTED PRODUCTS THAT ARE RETURNED TO DELL;**
- **THE LOSS OF USE OF A SYSTEM OR NETWORK;**
- **AND/OR FOR ANY ACTS OR OMISSIONS, INCLUDING NEGLIGENCE, BY DELL OR A THIRD-PARTY SERVICE PROVIDER.**

Dell will not be responsible for the restoration or reinstallation of any programs or data. When returning a Supported Product or part thereof, Customer will only include the Supported Product or part which has been requested by the phone technician.

Third Party Warranties. These Services may require Dell to access hardware or software that is not manufactured by Dell. Some manufacturers' warranties may become void if Dell or anyone else other than the manufacturer works on the hardware or software. Customer will ensure that Dell's performance of Services will not affect such warranties or, if it does, that the effect will be acceptable to Customer. Dell does not take responsibility for third party warranties or for any effect that the Services may have on those warranties.



Important Additional Information

- **Cancellation on a specific Supported Product.** Subject to the applicable return policy for Customer's geographic location, Customer may terminate this Service on a specific Supported Product by providing Dell with written notice of cancellation and return of the Supported Product to Dell. If Customer cancels this Service within that period, Dell will send Customer a full refund less the costs of support claims, if any, made under this Service Description. However, if the return period has transpired since Customer's receipt of the Supported Product, Customer may not cancel this Service except as provided by an applicable state/country/province law which may not be varied by agreement.
1. **Geographic and Local Language Limitations.** This Service will be delivered to the site(s) indicated on the Customer's Order Form. This Service is not available at all locations. The location of the Customer's assigned TAM will be specified at on-boarding, based on the Customer's preferred service area and staffing availability. Service options, packages, and certain features of Service, including, but not limited to service levels, technical support hours, and on-site response times, may vary by geography and/or may not be available for purchase in Customer's location, so please contact your sales representative for these details. Dell's obligation to supply the Services to relocated Supported Products is subject to various factors, including without limitations, local Service availability, additional fees, and inspection and recertification of the relocated Supported Products at Dell's then-current time and materials consulting rates.
 2. A significant variance on the limitations may require a custom bid solution.
 3. Need for TAM services in multiple regions and/or multiple languages may require multiple TAMs to be assigned to Customer at an additional fee.
 4. **Parties' Responsibility: This section is only applicable to customers conducting business with Dell in Brazil.** 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.



Dell Services Terms & Conditions

This Service Description is entered between you, the customer ("you," "Customer," or "Reseller Customer"), and the Dell entity identified on your invoice for the purchase of this Service. This Service is provided subject to and governed by Customer's separate signed master services agreement with Dell that explicitly authorizes the sale of this Service. In the absence of such agreement, depending on Customer's location, this Service is provided subject to and governed by either Dell's Commercial Terms of Sale or the agreement referenced in the table below (as applicable, the "Agreement"). Please see the table below which lists the URL applicable to your Customer location where your Agreement can be located. The parties acknowledge having read and agree to be bound by such online terms.

| Customer Location | Terms & Conditions Applicable to Your Purchase of Dell Services | | |
|-------------------------------------|--|--|--|
| | Customers Purchasing Dell Services Directly From Dell | Authorized Dell Resellers Purchasing Dell Services Directly From Dell for Internal Use in Support of End Customers | Customers Purchasing Dell Services Through an Authorized Dell Reseller |
| United States | www.dell.com/CTS | www.dell.com/CTS | www.dell.com/CTS |
| Canada | www.dell.ca/terms (English) www.dell.ca/conditions (French-Canadian) | www.dell.ca/terms (English) www.dell.ca/conditions (French-Canadian) | www.dell.ca/terms (English) www.dell.ca/conditions (French-Canadian) |
| Latin America & Caribbean Countries | Local www.dell.com country-specific website or www.dell.com/service-descriptions/global .* | Local www.dell.com country-specific website or www.dell.com/service-descriptions/global .* | Local www.dell.com country-specific website or www.dell.com/service-descriptions/global .* |
| Asia-Pacific-Japan | Local www.dell.com country-specific website or www.dell.com/service-descriptions/global .* | Local www.dell.com country-specific website or www.dell.com/service-descriptions/global .* | Service Descriptions and other Dell service documents which you may receive from your seller shall not constitute an agreement between you and Dell but shall serve only to describe the content of Service you are purchasing from your seller, your obligations as a recipient of the Service and the boundaries and limitations of such Service. As a consequence hereof any reference to "Customer" in this Service Description and in any other Dell service document shall in this context be understood as a reference to you whereas any reference to Dell shall only be understood as a reference to Dell as a service provider providing the Service on behalf of your seller. You will not have a direct contractual relationship with Dell with regards to the Service described herein. For the avoidance of doubt any payment terms or other contractual terms which are by their nature solely relevant between a buyer and a seller directly shall not be applicable to you and will be as agreed between you and your seller. |



| Customer Location | Terms & Conditions Applicable to Your Purchase of Dell Services | | |
|--------------------------------------|--|--|---|
| | Customers Purchasing Dell Services Directly From Dell | Authorized Dell Resellers Purchasing Dell Services Directly From Dell for Internal Use in Support of End Customers | Customers Purchasing Dell Services Through an Authorized Dell Reseller |
| Europe, Middle East, & Africa (EMEA) | <p>Local www.dell.com country-specific website or www.dell.com/servicesdescriptions/global.*</p> <p>In addition, customers located in France, Germany and the UK can select the applicable URL below:</p> <p>France: www.dell.fr/ConditionsGeneralesdeVente</p> <p>Germany: www.dell.de/Geschaeftsbedingungen</p> <p>UK: www.dell.co.uk/terms</p> | <p>Local www.dell.com country-specific website or www.dell.com/servicesdescriptions/global.*</p> <p>In addition, customers located in France, Germany and the UK can select the applicable URL below:</p> <p>France: www.dell.fr/ConditionsGeneralesdeVente</p> <p>Germany: www.dell.de/Geschaeftsbedingungen</p> <p>UK: www.dell.co.uk/terms</p> | <p>Service Descriptions and other Dell service documents which you may receive from your seller shall not constitute an agreement between you and Dell but shall serve only to describe the content of Service you are purchasing from your seller, your obligations as a recipient of the Service and the boundaries and limitations of such Service. As a consequence hereof any reference to "Customer" in this Service Description and in any other Dell service document shall in this context be understood as a reference to you whereas any reference to Dell shall only be understood as a reference to Dell as a service provider providing the Service on behalf of your seller. You will not have a direct contractual relationship with Dell with regards to the Service described herein. For the avoidance of doubt any payment terms or other contractual terms which are by their nature solely relevant between a buyer and a seller directly shall not be applicable to you and will be as agreed between you and your seller.</p> |

* Customers may access their local www.dell.com website by simply accessing www.dell.com from a computer connected to the Internet within their locality or by choosing among the options at Dell's "Choose a Region/Country" website available at <http://www.dell.com/content/public/choosecountry.aspx?c=us&l=en&s=gen>.

Customer further agrees that by renewing, modifying, extending or continuing to utilize the Service beyond the initial term, the Service will be subject to the then-current Service Description available for review at www.dell.com/servicesdescriptions/global.

To the extent that any terms of this Service Description conflict with any terms of the Agreement, the terms of this Service Description will prevail, but only to the extent of the specific conflict, and will not be read or deemed to replace any other terms in the Agreement which are not specifically contradicted by this Service Description.

By placing your order for the Services, receiving delivery of the Services, utilizing the Services or associated software or by clicking/checking the "I Agree" button or box or similar on the Dell.com website in connection with your purchase or within a Dell software or Internet 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, in which case "you" or "Customer" shall refer to such entity. In addition to receiving this Service Description, Customers in certain countries may also be required to execute a signed Order Form.



Additional Terms & Conditions Applicable to Support & Warranty-Related Services

1. Supported Products

This Service is available on select Dell products, including Dell OptiPlex™, Latitude™, Venue™, Inspiron™, Precision™, Vostro™ and XPS™ which are in a standard Dell configuration ("Supported Products"). Supported Products are added regularly, so please contact your sales representative for the most up-to-date list of Services that are available on your Dell or non-Dell products. Each Supported Product is tagged with a serial number (the "Service Tag"). A separate service agreement must be purchased by 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. Support Services

B. Limited Hardware Warranty; Hardware Coverage Limitations. Support-related services may include technical support options (telephone, Internet, etc.) and service parts and related labor services to repair or replace defect(s) in workmanship pursuant to and occurring within the limited warranty period applicable to Customer's Supported Product(s) (a "Qualified Incident"). Dell's Limited Hardware Warranty is available for review at www.Dell.com/Warranty or posted outside of the United States at your regional Dell.com website.*

Hardware coverage limitations may apply and service offerings may be available to extend these hardware limitations for an additional fee. Please see www.Dell.com/Warranty or your regional Dell.com website for warranty information or contact a Dell technical support analyst for more details.

C. Whole Unit Replacement; Failure to Return. If Dell determines that a component of the defective Supported Product is one that is easily disconnected and reconnected (such as a keyboard or monitor), or if the analyst determines that the Supported Product is one that should be replaced as a whole unit, Dell reserves the right to send Customer a whole replacement unit. If Dell delivers a replacement unit to Customer or End User, Customer or End User must relinquish the defective system or component thereof to Dell, unless Customer has purchased "Keep Your Hard Drive" for the affected system, in which case Customer may retain the respective hard drive(s). If Customer or End User does not relinquish the defective system or component to Dell as required above, or if the defective unit is not returned within ten (10) days in accordance with written instructions provided with the replacement unit (in the event the replacement unit was not delivered in person by a Dell technician), Customer agrees to pay Dell for the replacement unit upon receipt of invoice. If Customer fails to pay such invoice within ten (10) days after receipt, in addition to any other legal rights and remedies available to Dell, Dell may terminate this Service Description upon notice.

D. Parts Stocked; Mission Critical Parts. Dell currently stocks parts in various locations throughout the world. Selected parts may not be stocked in the location closest to Customer's or End User's site. If a part that is needed to repair the Supported Product is not available from a Dell facility near Customer's location and must be transferred from another facility, it will be shipped using overnight delivery. 2-Hour and 4-Hour parts locations stock mission critical parts of Supported Products, as determined by Dell. A mission critical part is one which upon failure may prevent the Supported Product from performing its basic functions. Parts deemed non-critical include, but are not limited to: software, floppy drives, media drives, modems, speakers, sound cards, zip drives, monitors, keyboards, and mice. In order to receive 2-Hour or 4-Hour parts, Customer must have purchased a corresponding service contract that supports mission critical parts delivery and the Supported Product must be located within the supported coverage area, as determined by Dell.

E. Service Parts Ownership. All Dell service parts removed from the Supported Product and returned to Dell become the property of Dell. Customer must pay Dell at the then-current retail price for any service part removed from the Supported Product which are retained by Customer (except for hard drives or other components from Supported Products covered by "Keep Your Hard Drive" or "Keep Your Components" service if purchased) if Customer has received replacement parts from Dell. Dell uses and Customer expressly authorizes the use of new and reconditioned parts made by various manufacturers in performing warranty repairs.

3. Term of Service. This Service Description commences on the date listed on your Order Form and continues through the term ("Term") indicated on the Order Form. As applicable, the number of systems, licenses, installations, deployments, managed end points or end-users for which Customer has purchased any one or more Services, the rate or price, and the applicable Term for each Service is indicated on Customer's Order Form. Unless



otherwise agreed in writing between Dell and Customer, purchases of Services under this Service Description must be solely for Customer's own internal use and not for resale or service bureau purposes.

4. Important Additional Information

- F. Rescheduling.** Once this Service has been scheduled, any changes to the schedule must occur at least 8 calendar days prior to the scheduled date. If Customer reschedules this service within 7 days or less prior to the scheduled date, there will be a rescheduling fee not to exceed 25% of the price for the Services. Any rescheduling of the Service will be confirmed by Customer at least 8 days prior to commencement of the Service.
- G. Commercially Reasonable Limits to Scope of Service.** Dell may refuse to provide Service if, in its opinion, providing the Service creates an unreasonable risk to Dell or Dell's Service providers or if any requested service is beyond the scope of Service. Dell is not liable for any failure or delay in performance due to any cause beyond its control, including Customer's failure to comply with its obligations under this Service Description. Service extends only to uses for which the Supported Product was designed.
- H. Optional Services.** Optional services (including point-of-need support, installation, consulting, managed, 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 Service Description.
- I. Assignment.** Dell may assign this Service and/or Service Description to qualified third party service providers.
- J. Cancellation.** Dell may cancel this Service at any time during the Term for any of the following reasons:
- Customer fails to pay the total price for this Service in accordance with the invoice terms;
 - Customer or End User is abusive, threatening, or 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 local 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.

- K. Geographic Limitations and Relocation.** This Service will be delivered to the site(s) indicated on the Customer's Order Form. This Service is not available at all locations. If your Supported Product is not located in the geographic location that matches the location reflected in Dell's service records for your Supported Product, or if configuration details have been changed and not reported back to Dell, then Dell must first re-qualify your Supported Product for the support entitlement you purchased before applicable response times for the Supported Product can be reinstated. Service options, including service levels, technical support hours, and on-site response times will vary by geography and certain options may not be available for purchase in Customer's location, so please contact your sales representative for these details. Dell's obligation to supply the Services to relocated Supported Products is subject to various factors, including without limitations, local Service availability, additional fees, and inspection and recertification of the relocated Supported Products at Dell's then-current time and materials consulting rates.
- L. 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 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), Customer or Customer's transferee may not have coverage or may incur an additional charge to maintain the same categories of support coverage at the new location. If Customer or Customer's transferee chooses not to pay such additional charge, the 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.



Exhibit A

Severity Levels

Severity levels will be assigned to Qualified Incidents according to the table(s) below. "Severity 1" status is contingent on Customer purchasing optional "Mission Critical" enhanced services with Dell ProSupport.

Severity Levels and Dell Response for Products Purchased with Optional "Mission Critical" Service

| Severity | Condition | Dell Response | Customer Role |
|----------|---|--|--|
| 1 | Complete loss of critical business function, requiring immediate response. | Emergency dispatch in parallel with immediate telephone troubleshooting; quick Escalation Manager intervention. | Provide twenty-four (24) hours/day by seven (7) days/week appropriate staff/resources in support of issue resolution. Site-based senior management should be informed and engaged. |
| 2 | High impact, but imminent workaround or resolution available; twenty-four (24) hours/day by seven (7) days/week Customer resource allocation not available to aid Dell in its response. | Immediate telephone troubleshooting; Escalation Manager intervention if remote diagnosis has not been determined within 90 minutes of contact. Parts/labor dispatch when necessary <i>after</i> telephone troubleshooting and diagnosis. | Provide appropriate staff and resources to sustain continuous communication and work efforts. Site-based senior management informed and engaged. |

Severity Levels and Dell Response for Products Purchased WITHOUT "Mission Critical" Service

| Severity | Condition | Dell Response | Customer Role |
|----------|---|--|--|
| 2 | High impact, but imminent workaround or resolution available; twenty-four (24) hours/day by seven (7) days/week Customer resource allocation not available to aid Dell in its response. | Immediate phone troubleshooting; Escalation Manager intervention if remote diagnosis has not been determined within ninety (90) minutes of contact. Parts/labor dispatch <i>after</i> telephone troubleshooting and diagnosis. | Provide appropriate staff and resources to sustain continuous communication and work efforts. Site-based senior management informed and engaged. |
| 3 | Minimal business impact. | Troubleshooting by telephone, parts/labor dispatched telephone troubleshooting and diagnosis. | Provide point-of-contact information for case and respond to Dell requests within twenty-four (24) hours. |



On-site Service Options

On-site response options vary depending on the type of service purchased and whether optional “Mission Critical” enhanced service was purchased with Dell ProSupport. If you purchased ProSupport with an on-site support service response level, your invoice indicates the applicable on-site service response level, which corresponds to the tables below. Provided all applicable terms and conditions set forth in this Service Description have been fulfilled, Dell will dispatch a service technician to the Customer’s business location for a Qualified Incident as necessary and pursuant to the Severity level and applicable on-site response table below.

If Customer or Customer’s authorized representative is not at the location when the service technician arrives, the service technician cannot service the Supported Product. The technician will leave a card to let Customer know he or she was there or attempt to contact Customer by telephone or email. Customer may be charged an additional charge for a follow-up service call.

Dell ProSupport On-site Response WITH Mission Critical Enhanced Service

This Service when purchased in conjunction with “Mission Critical” enhanced service provides faster response times. Dell may initiate a critical situation (“**Crit Sit**”) process for severity level one (1) issues and issue emergency dispatches when required.¹¹

On-site Response Levels Available for Purchase with Mission Critical Enhanced Service

| Type of On-site Response | On-site Response Time ¹² | Restrictions/Special Terms |
|---|--|---|
| 2-Hour On-site Response with 6-Hour Repair Service | Technician typically arrives on-site within 2 hours after completion of telephone-based troubleshooting and often repairs the hardware within 6 hours of dispatch. | <ul style="list-style-type: none"> Available 7 days each week, 24 hours each day - including holidays. Available within defined 2 hour response locations. Available on select models of Supported Products. 2 Hour parts locations stock mission critical components, as determined by Dell, of Supported Products. Non-mission critical parts may be shipped using overnight delivery. Emergency dispatch in parallel with troubleshooting available for issues assigned a Mission Critical Severity Level 1 status. |
| 4-Hour On-site Response | Technician typically arrives on-site within 4 hours after completion of telephone-based troubleshooting. | <ul style="list-style-type: none"> Available 7 days each week, 24 hours each day - including holidays. Available within defined 4 hour response locations. Available on select models of Supported Products. 4 Hour parts locations stock mission critical components, as determined by Dell, of Supported Products. Non-mission critical parts may be shipped using overnight delivery. Emergency dispatch in parallel with troubleshooting available for issues assigned a Mission Critical Severity Level 1 status. |

¹¹ **Emergency Dispatch for Mission Critical Severity Level 1 issues:** Supported Products with both a Dell ProSupport and Dell ProSupport Mission Critical service contract with two (2) hour or four (4) hour on-site response will have an on-site technician dispatched, if necessary, in parallel with phone-based troubleshooting. Following completion of problem determination, a Dell analyst will determine if the issue requires parts to be dispatched.

¹² Not all response times are available in all countries and locations. Contact your sales representative for more information.



| Type of On-site Response | On-site Response Time ¹² | Restrictions/Special Terms |
|---|--|--|
| 8-Hour On-site Response | Technician typically arrives on-site within 8 hours after completion of phone-based troubleshooting. | <ul style="list-style-type: none"> Available 7 days each week, 24 hours each day - including holidays. Available within defined 8 hour response locations. Available only on select models of Supported Products. Non-mission critical parts may be shipped using overnight delivery. Emergency dispatch in parallel with troubleshooting available for issues assigned a Mission Critical Severity Level 1 status. |
| Outside Continental United States ("OCONUS") Customers | Following telephone-based troubleshooting, parts can be dispatched. On-site arrival times will depend on OCONUS Customer location and part-availability. | <ul style="list-style-type: none"> Limited to Dell-approved (US only) OCONUS Customers. Availability limited to select systems and locations. See http://content.dell.com/us/en/fedgov/fed-solutions-oconus.aspx?~ck=bt for details. Federal Customers should consult OCONUS Service Locations in Customer's applicable separately-signed services agreement with Dell. |

Dell ProSupport On-site Response WITHOUT Mission Critical Enhanced Service

Standard On-site Response Levels Available for Purchase

| Type of On-site Response | On-site Response Time ⁴ | Restrictions/Special Terms |
|---|--|--|
| 4-Hour On-site Response | Technician typically arrives on-site within 4 hours after completion of telephone-based troubleshooting. | <ul style="list-style-type: none"> Available 7 days each week, twenty-four (24) hours each day - <i>including</i> holidays. Available only within defined 4 hour response locations. Available only on select models of Supported Products. 4 Hour parts locations stock mission critical components, as determined by Dell, of Supported Products. Non-mission critical parts may be shipped using overnight delivery. |
| Next Business Day On-site Response | Following telephone-based troubleshooting and diagnosis, a technician can usually be dispatched to arrive on-site the next business day. | <ul style="list-style-type: none"> Available 5 days each week, 10 hours each day - <i>excluding</i> holidays. Calls need to be received before latest local ship time⁵, you will be advised of this during your call or contact your dell representative for country specific details Available only on select models of Supported Products. |
| Outside Continental United States ("OCONUS") Customers | Following telephone-based troubleshooting, parts can be dispatched. On-site arrival times will depend on OCONUS Customer location and part-availability. | <ul style="list-style-type: none"> Limited to Dell-approved (US only) OCONUS Customers. Availability limited to select systems and locations. See http://content.dell.com/us/en/fedgov/fed-solutions-oconus.aspx?~ck=bt for details. Federal Customers should consult OCONUS Service Locations in Customer's applicable separately-signed services agreement with Dell. |

For All Other On-site Response Service Options:



Following completion of remote troubleshooting, diagnosis, and problem determination, a Dell analyst will determine if the Qualified Incident requires an on-site service technician and/or parts to be dispatched or if the issue can be resolved remotely.



Exhibit B

Non Field Serviceable Units

Rapid Return for Repair Service after Telephone–Based Troubleshooting. If, after remote diagnosis and troubleshooting, Dell determines that Customer’s Supported Product requires Mail-In Service as described in the table below. Customer must immediately package the Supported Product and either mail or schedule carrier pickup on the same day, or the next available day to maintain Customer’s entitlement, and any delay by Customer in packaging and returning or arranging for return of the Supported Product will result in delayed response times.

Upon repair or replacement of the Supported Product, Dell will deliver the Supported Product to the carrier for return shipping to Customer. If non-Dell options added to Customer’s Supported Product are found to be the cause of the reported problem, a service charge may be applied and repair and return times may be delayed. Dell reserves the right to send Customer a whole replacement for the Supported Product or a replacement for portions of the Supported Product rather than repairing and returning the Supported Product that Customer sent for repair. Customer is obligated to pay at the then-current standard Dell price for any service parts removed from Customer’s Supported Product and not properly returned to Dell by Customer. Failure to timely pay for service parts not properly returned to Dell by Customer may result in suspension of Customer’s service under this Agreement in accordance with Section 2.D of the Additional Terms and Conditions Applicable to Support & Warranty-Related Services above. In the event that customer’s Supported Product is located in an area not currently serviced by a major common carrier or with limited service by one or more major common carriers, Dell’s normal repair service will be delayed. Return for Repair Service is not available in all countries and locations. Contact your sales representative for more information.

Other Non-Field Serviceable Response Options:

| Service Response Level | Additional Options (if applicable) | Details |
|-----------------------------------|---|--|
| Return for Repair Service Options | Mail-in Service (MIS) (available in US/CA/Brazil/Australia/HongKong) | Mail-in Service is initiated by calling Dell technical support as outlined above. During diagnosis, the Dell Technician will determine if the issue requires that the Supported Product be sent to a Dell-designated repair center to support a Qualified Incident. Typical cycle time, including shipping to and from the repair center, is 10 business days from the date Customer ships the Support Product to Dell. |
| | Carry-In Service (CIS) (available in Latin America/China/India/Malaysia) | Carry-In Service is a “drop-off” service initiated by calling Dell technical support as outlined above. During the telephone-based troubleshooting process, the Dell Technician will diagnose whether a hardware fault is the issue: If so, then the Customer will be asked to deliver the Supported Product to a Dell-designated repair center or shipping location (at the Customer’s cost). Standard service hours are local business hours, available 5 days per week, excluding local national holidays. Repairs of Qualified Incidents will be performed in accordance with the response time identified on Customer’s Order Form. Once the Supported Product has been repaired, Dell will contact Customer to make arrangements to retrieve it. Repair service level agreements may vary by country and city. |



| Service Response Level | Additional Options (if applicable) | Details |
|-----------------------------------|---|---|
| Return for Repair Service Options | Partner Led Carry-In Service (CIS) ¹³ (available in certain emerging markets in Europe, the Middle East and Africa) | Carry-In Service is a “drop-off” service initiated by either calling or bringing the Supported Product to a Dell-designated repair centre or shipping location (at the Customer’s cost). Standard service hours are local business hours, available 5 days per week, excluding local national holidays. Repairs of Qualified Incidents will be performed in accordance with the response time identified on Customer’s Order Form. Once the Supported Product has been repaired, The Dell Authorized Service Provider will contact Customer to make arrangements to retrieve it. Repair service level agreements may vary by country and city. |
| | Collect and Return Service (available in certain countries in Europe, the Middle East and Africa countries and Asia Pacific Region) | Collect and Return Service is initiated by calling Dell technical support as outlined above. If a Qualified Incident in the Supported Product is diagnosed and cannot be resolved through telephone-based troubleshooting with the Dell Technician, a Dell representative will collect your Supported Product and take it to a Dell-designated repair center. This service method includes labor and the repair or replacement of parts in the main system unit, including monitor, keyboard, and mouse, if not ordered separately. |
| | Partner Led Collect and Return Service (CAR) ¹⁴ (available in certain emerging markets in Europe, the Middle East and Africa) | Collect and Return Service is initiated by calling your Dell Authorized Service Provider. If a Qualified Incident in the Supported Product is diagnosed and cannot be resolved through telephone-based troubleshooting, your Dell Authorized Service Provider will collect your Supported Product and take it to a Dell-designated repair center. Standard service hours are local business hours, available 5 days per week, excluding local national holidays. Repairs of Qualified Incidents will be performed in accordance with the response time identified on Customer’s Order Form. Once the Supported Product has been repaired, The Dell Authorized Service Provider will contact Customer to make arrangements to return it. This service method includes labor and the repair or replacement of parts in the main system unit, including monitor, keyboard, and mouse, if not ordered separately. Repair service level agreements may vary by country and city. |
| | Terms and conditions applicable to all Non-Field Serviceable Response Options. | Repairs of Qualified Incidents will be performed in accordance to the response time identified on Customer’s Order Form. Once the Supported Product has been repaired, it will be returned to the Customer. Shipping Procedures: During diagnosis, the Dell Technician will provide instructions on how to return the product to the Dell-designated repair center. The Supported Product must be shipped to the address provided by the Dell Technician and prominently labeled with the “Return Authorization Number”. The Return Authorization Number will be provided by the Dell Technician. To expedite repair or replacement, enclose a brief description of the issue in writing. Package the product being returned in its original packaging. If the original packaging is not available, the Dell Technician may assist by providing packaging; however a fee may apply for this service. Shipping Precautions: Customer should not send manuals, confidential, proprietary or personal information, or removable media such as floppy disks, DVDs, PC Cards, etc. Dell is not responsible for lost or corrupted data, damaged or lost media, or Customer’s confidential, proprietary or personal information. |

¹³ Partner Led Carry-In Service (CIS) is performed by Dell Authorized Service Providers.

¹⁴ Partner Led Collect and Return Service (CAR) is performed by Dell Authorized Service Providers.



| Service Response Level | Additional Options (if applicable) | Details |
|----------------------------------|------------------------------------|---|
| Parts-Only Service | N/A | For Customers with Parts-Only Service, Dell will enable Customer to request replacement parts to support a Qualified Incident(s). Dell may provide whole unit exchanges rather than the exchange of individual parts, in which case Dell includes a prepaid shipping container with each replacement part for Customer to use to return the original defective part to Dell. Parts-Only Service includes limited telephone support to qualify the failing component – the telephone support does not include telephone-based trouble-shooting or other types of remote assistance. |
| Advanced Exchange Service | N/A | For Customers with Advanced Exchange Service, Dell may ship a replacement product to the Customer's business location to support a Qualified Incident. The replacement product will be shipped via ground shipping. In some instances, at Dell's discretion, an on-site service technician may also be dispatched to replace/ install the replacement product. Upon receipt of the replacement product, Customer must return the defective Supported Product to Dell by taking the defective Supported System to the designated return carrier location within 3 business days. If Dell determines that Customer's Supported Product cannot be returned at a carrier location and Customer must return the Supported Product via a mail-in return method, then Customer shall use the packaging, shipping instructions, and a pre-paid shipping waybill will ordinarily be dispatched to Customer's site with the replacement product. Upon receipt of the replacement product, Customer will immediately package the Supported Product and either mail or schedule carrier pickup on the same day, or the next available day. Should the Customer fail to return the defective item, a fee may be charged. |

