



Service Description

Basic Hardware Service

Terms & Conditions Overview

This agreement ("Agreement" or "Service Description") is made between the customer ("you" or "Customer") and Dell. By purchasing these Services (as defined herein) from Dell, Customer agrees to be bound by all terms and conditions set forth in this document. Customer agrees that renewing, modifying, extending or continuing to utilize the Services beyond the initial term is subject to the then-current Service Description available for review at www.dell.com/servicecontracts.

- **Direct Customers & End Users Who Purchase Dell Services from a Reseller:** This Service is provided in connection with Customer's separate signed master services agreement with Dell or, in the absence of such agreement, Dell's standard Customer Master Services Agreement ("CMSA"), which can be obtained at www.dell.com/servicecontracts.
- **PartnerDirect Certified Partners or Registrants and Authorized Resellers:** This Service is provided for resale by Dell's authorized resellers in connection with Dell's Terms and Conditions of Sale for Persons or Entities Purchasing to Resell, which can be obtained at www.dell.com/servicecontracts.

Service Overview

Dell and/or your Dell Authorized Reseller is pleased to provide Basic Hardware Service (the "Service" or "Basic") in accordance with the applicable service response level identified below. Customer's applicable service response level is identified on Customer's order acknowledgement, invoice or receipt for the Supported Product(s). Available service response levels include the following:

- Return for Repair – Mail-In Service (MIS)
- Parts Only Service
- Next Business Day Onsite Service (NBD)
- Advanced Exchange Service

This Service provides technical support options (telephone, Internet, etc.) and service parts and related labor services to repair and/or replace defect(s) in workmanship occurring within the hardware warranty period applicable to Customer's Supported Product(s) ("Qualified Repair(s)").

Supported Products: Basic Hardware Services are available on select Dell Optiplex™, Latitude™, Dell Precision™, Vostro™, Dell Printers, PowerEdge™, PowerEdge SC™, PowerVault™, PowerConnect™, Dell EqualLogic™ and Dell | EMC Storage Systems™ which are purchased in a standard configuration.

Each Supported Product is tagged with a serial number (the "Service Tag"). A separate Basic Hardware Service agreement must be purchased by the Customer for each Supported Product. For example, a printer purchased with a laptop system is not covered by the laptop system's service contract: The printer and the laptop will each have a separate Service contract.

Please read this Service Description carefully and note that Dell and/or the Dell Authorized Reseller reserves the right to change or modify any of the terms and conditions set forth in this Service Description at any time.

BASIC HARDWARE SERVICE CONSISTS OF: 1) TECHNICAL SERVICE AND SUPPORT, AND 2) SERVICE PARTS AND RELATED LABOR SERVICES.

1. TECHNICAL SERVICE AND SUPPORT

All Basic Hardware service offerings, except Parts Only Service, are entitled to the following technical service and support

- Telephone support services, which provides hardware troubleshooting during local business hours excluding local national holidays.
- 24x7 technical support service through Internet based chat and e-mail



- Repair and resolution of defects in materials and workmanship according to the response level of service purchased by the Customer.
- Note: Service offerings may vary by geographic region. For Supported Products purchased from Dell Authorized Resellers, the Customer may contact Dell or the Dell Authorized Reseller to identify applicable service level for Supported Products.

Contacting Dell for Service

Low-Urgency Technical Service Resolution: For issues that are of low urgency, please consider contacting Dell technical support service through e-mail and instant online chat available at www.support.dell.com.

Technical Support Service – Telephone Resolution: Basic Hardware Service Analysts (“Dell Analysts”) are available by telephone during local business hours Monday-Friday, excluding local national holidays. Telephone support numbers are available at www.support.dell.com. Before contacting Dell, please have the following available:

- The Supported Product's 1) Service Tag Number, 2) Express Service Code and 3) Model Number. In general, the Service Tag Number and Express Service Code are located on a label affixed to the Supported Product.
- A description of the problem and any troubleshooting steps taken prior to calling Technical Service.
- The case number if one has already been assigned through prior contact with Dell Service staff.
- The current version of the operating system.
- Physical access to the Supported Product during the troubleshooting process.

Please contact Dell or the Dell Authorized Reseller via telephone. During the phone call, the Dell Analyst will ask for the Service Tag Number and Express Service Code. The Dell Analyst will also verify the service level and any expiration of services for the Supported Product. Then, the Dell Analyst will begin a series of troubleshooting steps to help diagnose the issue.

- When requested, the Customer should identify error messages received and when they occur.
- The Customer should be prepared to share with the Dell Analyst the steps that have already been attempted to resolve the issue prior to contacting Dell technical support.
- The Dell Analyst may ask that the Customer open the product case, remove hardware, manipulate software or perform other diagnostic activities. Failure to assist in or allow remote diagnosis may result in a service fee for onsite diagnostic services.
- If the Customer does not wish to, or is not able to perform the initial phone-based troubleshooting steps with the Dell Analyst, the Customer may upgrade their Basic Hardware Service to “Dell ProSupport with Onsite Diagnosis” resolution service from Dell or the Dell Authorized Reseller, if available.
- If the product is outside its applicable hardware warranty term, there may be a fee for diagnosis and remedy.



2. SERVICE PARTS AND RELATED LABOR SERVICES

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 the repair can be accomplished 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 can be replaced by the Customer. Depending on the type of service that was purchased with the Supported Product, Dell may provide an Onsite Technician to replace the parts.
- **Mandatory CSR parts** – These are parts that the Customer must replace themselves. Dell does not provide installation labor for them. If the Customer requests that Dell and/or the Dell Authorized Reseller replace these parts, the Customer will be charged a fee for this service.

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 Service will be shipped via a next business day freight method.
- Service parts for customers with Return for Repair Service will be shipped via ground freight service.

Once the Dell Analyst has determined whether it is necessary to replace a part or return the system, the Customer will be informed of the next steps to take. Depending on the service level that was purchased by the Customer, the following options will apply:

A. Return for Repair

There are three types of Return for Repair service: Mail-In Service, Carry-In Service or Collect and Return Service. Return for Repair service options vary according to the type of service purchased and the Customer's geographical location.

Return for Repair - Mail-in Service (MIS)

Return for Repair – Mail-in Service is initiated by calling Dell technical support as outlined above. During the telephone-based troubleshooting process, the Dell Analyst will determine if the issue requires that the Supported Product be sent to a Dell-designated repair center to support a Qualified Repair. Should it be necessary to send the Supported Product to the repair center, the Dell Analyst will clearly explain the procedures to follow and the next steps for the Customer to take. Typical cycle time, including shipping to and from the repair center, is 10 business days from date of shipment.

General Mail-in Service Procedures:

- Shipping procedure: During the telephone-based trouble shooting process, the Dell Analyst will provide instructions on how to return the product to the Dell-designated repair center. The Supported Product must be shipped to the address given to the Customer by the Technician.
- Clearly display the Return Authorization Number on the outside of the shipping box. The Return Authorization Number will be provided by the Dell Analyst.
- 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 Analyst may assist by providing packaging; however a fee may apply for this service.
- Shipping precautions: The 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 the Customer's confidential, proprietary or personal information.

B. Parts-Only Service

For Customers with Parts-Only Service, Dell will make replacement parts available to Customers on an exchange basis to support a Qualified Repair(s). Dell may provide whole unit exchanges of such third party hardware rather than the exchange of individual parts. Dell includes a prepaid shipping container with each replacement part to allow the Customer to return the original defective part back to Dell. Parts-Only Service does not include Technical Support Service.

C. Next Business Day Onsite Service



During the telephone based troubleshooting, the Dell Analyst will determine if an Onsite Service Technician must be dispatched to support a Qualified Repair. For Next Business Day Onsite Service, a technician typically arrives onsite the next business day. There are specific restrictions and terms to this Service:

- Technicians are available Monday-Friday, excluding local national holidays, from 8:00 am to 6:00 pm local time.
- Calls received/ dispatches made after 5:00 pm local time will require an additional day for the Technician to arrive.
- In the event that additional parts/ resources are required once the Onsite Technician is at the Customer's site, work may be temporarily suspended. Work will resume when those additional parts/ resources are available.

Missed Service Visit: If the Customer or Customer's authorized representative is not at the location when the Onsite Technician arrives, the Technician cannot complete the required service. If possible, the Onsite Technician will leave a card to let the Customer know that they were there. If this occurs, the Customer may incur an additional charge for a follow-up service call.

D. Advanced Exchange Service

Certain Supported Products can be purchased with Advanced Exchange Service to support a Qualified Repair(s). If the Dell Analyst determines that the Supported Product requires a Qualified Repair(s), Dell may choose to ship a replacement product to the Customer's business location. The replacement product will be shipped via ground shipping. In some instances, at Dell's discretion, an Onsite Technician may also be dispatched to replace/ install the replacement product. Upon receipt of the replacement product, the 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. Should the Customer fail to return the defective item, a fee will be charged.

Dell EqualLogic Software Updates

Basic Hardware Support for select Dell EqualLogic Supported Products, including the Dell EqualLogic PS Series, includes both maintenance software updates and the introduction of new features to firmware and core software such as SAN HQ, Auto Snapshot Manager and the Host Integration Toolkit (for the service period indicated on the invoice).

Patches and Bug Fixes. Dell will periodically release patches and bug fixes to the applicable Enterprise Storage Software for purposes of maintaining operating system compatibility and/or database compatibility; and any error corrections, workarounds and/or patches needed to maintain conformance to the documentation for the applicable Enterprise Storage Software.

New Versions. New versions or releases of the applicable Enterprise Storage Software are generally made available by Dell at no additional charge to licensees for Enterprise Storage Software that is installed on a Supported Product covered by a Dell limited warranty or an annual service or maintenance contract. New Versions generally consist of releases that contain patches and bug fixes, changes that reflect an expansion or extension of existing features, and changes that include substantial new features, functions or capabilities.

Dell EqualLogic Support Renewal Rates are available at: <http://www.dell.com/ProSupport/EQLpricelist>



Hardware Coverage Limitations:

- SATA hard drives in PowerEdge™, PowerEdge SC™ and PowerVault™ systems carry the lesser of either a 1-year limited hardware warranty or the length of the limited hardware warranty for the Dell system with which the SATA hard drive is shipped.
- Portable computer batteries carry the lesser of either a 1-year limited hardware warranty or the length of the limited hardware warranty for the Dell computer with which the battery is shipped.
- Your PERC5 or PERC 6 battery may provide up to 72 hours of controller cache memory backup power when new. Under the 1-year limited hardware warranty, we warrant that the battery will provide at least 24 hours of backup coverage during the 1-year limited hardware warranty period.
- Projector lamps carry a 90-day limited hardware warranty.
- Memory carries a lifetime limited hardware warranty.
- The limited hardware warranty for monitors purchased independent of a system lasts for the time period indicated on your packing slip. Monitors purchased with a system are covered by the system limited hardware warranty.
- PDAs, earphones, and remote inline controls carry a 1-year limited hardware warranty.
- Other add-on hardware carries the longer of either a 1-year limited hardware warranty for new parts and a 90-day limited hardware warranty for reconditioned parts or, for both new and reconditioned parts, the remainder of the warranty for the Dell computer on which such parts are installed.

Additional hardware coverage limitations may apply. Please see www.dell.com/warranty or your invoice or contact Dell technical support for more details.

Not Included With Basic Services:

- Operating system software or database assistance
- Media replacement for non-Dell branded software (for example, Microsoft® Office) or for software that Dell no longer ships with new systems
- Assistance with configuration, optimization, installation, relocation or upgrades
- Access to senior-level engineers
- Fast-Track Dispatch service(s)
- Global Command Center mission critical monitoring
- Emergency dispatch or Customer determined incident severity levels
- Case Management or escalation management
- Warranty, repair or any other type of service for third party products or Collaborative Service with third party vendors/ partners
- Accessories, operating supplies, peripherals or parts such as batteries, frames and covers
- Installation services for Mandatory Customer Replaceable Unit (CSR) parts
- Preventative maintenance
- Service or repairs for any damage to or defect in the Supported Product that is purely cosmetic and which does not affect the device functionality. Dell will not repair wear and tear on the device for superficial items such as scratches and dents.
- Service for equipment damaged by misuse, accident or abuse of the Supported Product and components (such as, but not limited to, use of incorrect line voltages, use of incorrect fuses, use of incompatible devices and accessories, improper or insufficient ventilation or failure to follow operating instructions), modification, unsuitable physical or operating environment, improper maintenance by the Customer (or Customer's agent), moving the Supported Product, removal or alteration of equipment or parts identification labels or failure caused by a product for which Dell is not responsible.
- Repairs necessitated by software problems, or as a result of alteration, adjustment, or repair by anyone other than Dell, Dell's Authorized Reseller or Service Provider or by customers utilizing Customer Self Replaceable (CSR) parts.
- Service for damage resulting from an Act of God such as, but not limited to: lightning, flooding, tornados, earthquakes, or hurricanes.
- Any recovery or transfer of data
- Any activities or services not expressly described in this Service Description

Customer Responsibilities

- **Authority to Grant Access.** Customer represents and warrants that the Customer, Dell and if applicable the Dell Authorized Reseller will have access to and use of the Supported Product, the data on it, and all hardware and software components included in it, for the purpose of providing these Services. If the Customer does not already have that permission, it is the Customer's responsibility to obtain it, at the Customer's expense, prior to asking Dell to perform these Services.



- **Cooperate with Dell Analyst and Onsite Technician.** Customer agrees to cooperate with and follow the instructions given by the Dell Analyst.
- **Maintain Software and Serviced Releases.** Customer must maintain software and Supported Product(s) at Dell-specified minimum release levels or configurations as specified on PowerLink for Dell | EMC Storage or EqualLogic™, or as specified on www.support.dell.com for Supported Products. Customer must also ensure installation of remedial replacement parts, patches, software updates or subsequent releases as directed by Dell in order to keep the Supported Product(s) eligible for this Service.
- **Third-Party Warranties.** Basic Hardware Service may require that Dell access hardware or software that is not manufactured by Dell. Some manufacturer's warranties may become void if Dell or anyone other than the original manufacturer performs work on their products. It is the Customer's responsibility to ensure that Dell's and/or its Authorized Reseller service performance do not affect such warranties or, if it does, that the effect will be acceptable to the Customer. **DELL AND DELL'S AUTHORIZED RESELLERS DO NOT TAKE RESPONSIBILITY FOR THIRD PARTY WARRANTIES OR FOR ANY EFFECT THAT THE DELL SERVICES MAY HAVE ON THOSE WARRANTIES.**
- **Onsite Obligations.** For Onsite Service Services, the Customer must provide free, safe and sufficient access to the Customer's facilities and the Supported Product(s). Sufficient access includes ample working space, electricity and a local telephone line. A monitor or display, a mouse and a keyboard should also be provided to the Technician if the Supported Product does not already include those items.
- **Return Defective Parts.** If a Dell Analyst delivers a replacement unit to Customer, the Customer must relinquish the defective System or component thereof, unless Customer has purchased "Keep Your Hard Drive" service for the affected system in which case Customer may retain the respective hard drive(s).

If the Customer fails to comply with the responsibilities and terms outlined in this Service Description (available at www.dell.com/servicecontracts), then Dell or its Authorized Reseller is not obligated to provide Service.

Customer Data Backup Responsibilities

Complete a backup of all existing data and programs on all affected systems prior to the delivery of this Service. **DELL WILL HAVE NO LIABILITY FOR LOSS OR RECOVERY OF DATA OR PROGRAMS** or loss of use of system(s) arising out of the services or support or any act or omission, including negligence, by Dell or a third-party service provider.

Important Additional Information

- Assignment.** Dell may assign this Service and/or Service Description to qualified third party service providers.
- Whole Unit Replacement.** If the analyst determines that the 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 a Dell technician delivers a replacement unit to Customer, Customer must relinquish the defective System or component thereof to the Dell technician, 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 does not relinquish the defective unit to the Dell technician as required above, or if (in the event the replacement unit was not delivered in person by a Dell technician) the defective unit is not returned within ten (10) days, 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.
- Cancellation.** Subject to the applicable product and services return policy for Customer's geographic location, Customer may terminate this Service within a defined number of days of Customer's receipt of the Supported Product by providing Dell with written notice of cancellation. 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 that 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.

Dell may cancel this Service at any time during the Service term for any of the following reasons:

- Customer fails to pay the total price for this Service in accordance with the invoice terms;
- Customer refuses to cooperate with the assisting analyst or on-site technician; or
- Customer fails to abide by all of the terms and conditions set forth in this Service Description.

If Dell cancels this Service, Dell will send Customer written notice of cancellation at the address indicated on Customer's invoice. The notice will include the reason for cancellation and the effective date of cancellation, which will be not less than ten (10) days from the date Dell sends notice of cancellation to Customer, unless state law requires other cancellation provisions that may not be varied by agreement. **IF DELL CANCELS THIS SERVICE PURSUANT TO THIS PARAGRAPH, CUSTOMER SHALL NOT BE ENTITLED TO ANY REFUND OF FEES PAID OR DUE TO DELL.**



- D. **Relocation.** This Service will be delivered to the site(s) indicated on the Customer's invoice. This Service is not available at all locations. Dell's obligation to supply the Services to relocated Supported Products is subject to local service availability and may be subject to additional fees, and to inspection and recertification of the relocated Supported Products at Dell's then current time and materials consulting rates. Customer will provide Dell with sufficient and safe access to Customer's facilities at no cost to Dell for Dell to fulfill Dell's obligations.
- E. **Parts Stocked.** Dell currently stocks parts in various locations throughout the world. Selected parts may not be stocked in the location closest to the customer's site. If a part that is needed to repair the Supported Product is not available from a Dell facility near the customer's location and must be transferred from another facility, response times may be impacted.
- F. **Support Limitations.** Dell is not liable for any failure or delay in performance due to any cause beyond its control. Service extends only to uses for which the Supported Product was designed.
- G. **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 current retail price(s) for any service parts removed from the System and retained by Customer (except for hard drives from systems covered by Keep Your Hard Drive service) if Customer has received replacement parts from Dell. Dell uses new and reconditioned parts made by various manufacturers in performing warranty repairs.
- H. **Optional Services.** Optional services (including point-of-need support, installation, consulting, managed, and professional, support or training services) may be available for purchase from Dell and will vary by Customer location. Optional services may require a separate agreement with Dell. In the absence of such agreement, optional services are provided pursuant to this Agreement.
- I. **Term and Renewal.** Customer will receive Services for the term indicated on Customer's Dell invoice. Prior to the expiration of the service term, Customer may be entitled to extend the term depending on available options then in effect and in accordance with Dell's then-current procedures.

In addition, Dell may, at its option, propose to renew this Service by sending Customer an invoice to renew the Services. Customer may, at its option (where permitted by law), agree to such renewal of the Services by paying such invoice by the due date. Payment of renewal invoices shall indicate Customer's agreement to extend the term of this Service. By renewing this Service, Customer agrees that the then-current terms will apply to the renewal period. If Customer elects not to pay a renewal invoice, Services will be discontinued as of the expiration date set forth on the original or last paid Customer invoice.

- J. **Transfer of Service.** Subject to the limitations set forth in this Service Description, Customer may transfer this Service to a third party who purchases Customer's entire Supported Product before the expiration of the then-current service term, provided Customer is the original purchaser of the Supported Product and this Service, or Customer purchased the Supported Product and this Service from its original owner (or a previous transferee) and complied with all the transfer procedures. A transfer fee may apply. Notwithstanding the foregoing provisions, Service for Dell EqualLogic products is not transferrable. Customers wishing to transfer ownership of Dell EqualLogic products should advise any potential transferee to contact Dell at eglx-customer-service@dell.com to discuss possible transfer of license, warranty and/or service for the Supported Product(s). Additional terms, conditions and fees may apply to any such transfer, and Dell may, in its sole discretion, refuse to allow any such transfer for any reason or no reason.

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 not available at the same price as Customer paid for this Service, Customer may not have coverage or may incur an additional charge to maintain the same categories of support coverage at the new location. If Customer chooses not to pay such additional charges, Customer's Service may be automatically changed to categories of support which are available at such price or a lesser price in such new location with no refund available.

PowerEdge™, PowerEdge SC™, PowerVault™, PowerConnect™, Dell EqualLogic™ and Dell | EMC Storage Systems™ are trademarks of Dell Inc.