



## Service Description

### Certified Data Destruction Service

#### Service Overview

Dell is pleased to provide Certified Data Destruction (the “Service” or “Services”) for select products (the “Supported Products” as defined below) during the term of service defined on Customer’s invoice. Customers of this Service may request that their failed hard disk drive (“HDD”) be sent for certified data destruction and disposal. This Service includes:

- Destruction of data on a failed HDD
- Certification of data destruction provided to Customer
- Disposal of failed HDD

**Supported Products:** This Service is available for HDD’s on select Dell PowerEdge™, Dell PowerVault™, Dell OptiPlex™, Dell Precision™, Dell Latitude™ and Dell Vostro™ computer systems. The Supported Product covered under this Service Description is identified on Customer’s Dell invoice. A separate Agreement must be purchased by Customer for each Supported Product.

Please read this Service Description carefully and note that Dell reserves the right to change or modify any of the terms and conditions set forth in this Service Description at any time, and to determine whether and when any such changes apply to both existing and future Customers.

#### Terms & Conditions Overview

This agreement (“Agreement” or “Service Description”) is made between the customer (“you” or “Customer”) and the Dell entity identified on Customer’s invoice (“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 the location provided in the Global Website Information table below.

**Master Services Agreements.** Dell is pleased to provide this Service Description in connection with Customer’s separate signed master services agreement with Dell or, in the absence of such agreement, the following agreement is incorporated in its entirety by reference:

- **Direct Customers & End Users:** Dell’s Customer Master Services Agreement (“CMSA”) available for review at the location provided in the Global Website Information table below; or
- **PartnerDirect Certified Partners or Registrants and Resellers:** Dell’s Terms and Conditions of Sale for Persons or Entities Purchasing to Resell available for review at the location provided in the Global Website Information table below.

**Dell Services Acceptable Use Policy.** All customer use of software, online services, or software-enabled services in connection with the Services is pursuant to the terms of the Dell Services Acceptable Use Policy (“AUP”), which is available for review at the location provided in the Global Website Information table below and incorporated in its entirety herein by reference. PartnerDirect Certified Partners or Registrants, Resellers and Service Providers are responsible for ensuring that their end-user customers assent to be bound by the terms and conditions of the AUP prior to use of the Services by end-users.



## Support Procedures

Customers should call Dell hardware warranty support in accordance with Customer's applicable service agreement when Customer experiences a problem or suspects a HDD failure. Customers will receive trouble-shooting and telephone-based support in accordance with their service agreement.

If the Dell technician determines that the HDD has experienced a problem that is covered by Dell's Limited Hardware Warranty, Dell will ship a replacement HDD to the Customer pursuant to Customer's applicable service agreement (for example, 4-hour or next-business-day delivery).

This Service permits Customer to return the failed HDD for Certified Data Destruction and disposal of the failed HDD. Once the failed HDD arrives at the regionally based recovery lab, the process for destruction is initiated and the registration details of the customer's job are populated into the Dell Data Protection status portal at [www.dell.com/dataprotectionportal](http://www.dell.com/dataprotectionportal). During the process for data destruction, customers may log on to the portal to view the status of their return, data wipe and HDD disposal.

Upon data destruction through degaussing of the HDD, the status is updated on the portal to reflect completion. A certificate of erasure that confirms data destruction can be downloaded by the customer from the portal. The failed and degaussed HDD is then disposed of in a Dell-approved environmental manner.

### Not Included With This Service:

- Data restoration or data backup.
- Activities such as, installation, de-installation, relocation, preventative maintenance, training assistance, remote administration.
- Support for damages resulting from moving the Supported Product from one geographic location to another or from one entity to another.
- Any activities or services not expressly described in this Service Description.
- This service is not available for customers who have purchased Dell Keep Your Hard Drive service.

### Customer Responsibilities

- Report each instance of HDD failure to Dell hardware warranty support in accordance with Customer's applicable service agreement.
- Upon request, provide Dell the piece part identification information ("PPID") or adequate detail to validate that an Agreement covered HDD failure has occurred.
- Return failed HDD in packaging used to provide replacement HDD or materials that meet similar standard.
- Upon completion of destruction via degaussing, DATA WILL BE COMPLETELY UNRECOVERABLE. Customer is responsible to maintain complete 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.
- Dell disclaims any and all liability for HDDs or other media (and data contained therein) which are lost or damaged while in the possession of a third-party commercial shipper.
- This Service may require Customer to send their HDD outside of their country or region. Accordingly, Customer may have additional service steps and responsibilities associated with export, such as completing customs forms and cooperating with local export requirements.
- Customer will comply with all applicable data protection and privacy laws and represents that it has all permissions and consents necessary from applicable data and information rights holders (including individuals with respect to their personal information) to transfer an HDD containing such data and information to Dell for destruction.

**NOTE:** If the Customer is not in compliance with the terms and responsibilities as outlined in this Service Description then Dell has no obligation to deliver this Service.



## Important Additional Information

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

**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.

**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.

**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.

**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.

**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.



**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.

### Global Website Information

| Customer Location                            | Master Services Agreement & Service Contracts                                              | PartnerDirect and Reseller Terms & Conditions                                                                                                         | Dell Services Acceptable Use Policy                    |
|----------------------------------------------|--------------------------------------------------------------------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------|--------------------------------------------------------|
| United States, Latin America & the Caribbean | <a href="http://www.dell.com/servicedescriptions">www.dell.com/servicedescriptions</a>     | <a href="http://www.dell.com/termsandconditions">www.dell.com/termsandconditions</a>                                                                  | <a href="http://www.dell.com/aup">www.dell.com/aup</a> |
| Canada                                       | <a href="http://www.dell.ca/servicecontracts">www.dell.ca/servicecontracts</a>             | <a href="http://www.dell.ca">www.dell.ca</a>                                                                                                          | <a href="http://www.dell.com/aup">www.dell.com/aup</a> |
| Europe, Middle East & Africa                 | <a href="http://euro.dell.com/service-descriptions">euro.dell.com/service-descriptions</a> | <a href="http://partner.euro.dell.com/Main/Pages/DPPEM_EA/UK/TermsOfUse.aspx">http://partner.euro.dell.com/Main/Pages/DPPEM EA/UK/TermsOfUse.aspx</a> | <a href="http://www.dell.com/aup">www.dell.com/aup</a> |
| Asia, Pacific & Japan                        | <a href="http://www.dell.com">www.dell.com</a> *                                           | <a href="http://www.dell.com">www.dell.com</a> *                                                                                                      | <a href="http://www.dell.com/aup">www.dell.com/aup</a> |

\* Please utilize the "Choose a Country/Region" drop-down menu at <http://www.dell.com>

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