

Service Description

Dell ProSupport

Introduction to Your Service Agreement

Dell is pleased to provide Dell ProSupport (the “**Service(s)**”) for select servers, storage systems, desktops, notebooks, smartphones, tablets, monitors and printers (“**Supported Product(s)**”) as defined below) in accordance with this Service Description (“**Service Description**”). In addition to the features below, this Service provides 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 service period applicable to Customer’s Supported Product(s) (“**Qualified Incidents(s)**”).

This Service Description is entered among you the customer (“**you**” or “**Customer**”) and the Dell entity identified on your invoice for the purchase of this Service. This Service is subject to and governed by Customer’s separate signed master services agreement with Dell that explicitly authorizes the sale of this Service (as defined below) or, in the absence of such agreement, Dell’s terms of sale applicable to commercial customers, which is available at www.Dell.com/Terms or your local country-specific www.Dell.com website or depending on Customer location, Dell’s standard Customer Master Services Agreement (“**CMSA**”), which can be obtained at www.dell.com/servicecontracts, and hereby incorporated by reference and available in hardcopy from Dell upon request. The parties acknowledge having read and agree to be bound by such online terms. 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 <http://www.dell.com/servicecontracts>.

European, Middle Eastern, and African based Customers who purchase Dell-branded Products and Services from a Reseller or Distributor:

If you have purchased the Services from a third-party distributor/reseller any agreement regarding the sale and delivery of the Services will be between you and the third party distributor/reseller. You do not have a direct contractual relationship with Dell in relation to the sale or delivery of the Services, despite the fact that Dell may act as a sub-contractor to the distributor/reseller to perform the Services you have purchased. The Service will be provided in accordance with the terms of the separate agreement between you and the third party distributor/Reseller but remain subject to the terms and conditions, definitions, scope and limitations set out in this Service Description. By placing your order for the Services, utilizing the Services or associated software, or by clicking/checking the “I Agree” button or box on the Dell.com website in connection with your purchase or within a Dell software interface, you agree to be bound by this Service Description and the agreements incorporated by reference herein. If you are 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.

The Scope of Your Service Agreement

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)¹ to Dell’s global expert center staffed by senior-level analysts for troubleshooting assistance of hardware and software issues.

¹ Availability varies by country. Customers and Dell Channel Partners should contact your sales representative for more information.



- 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. For products that are not serviceable at a Customer’s location, i.e. select smartphones and tablets, the unit will be exchanged per level of service that was purchased.
- 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. Certain server applications such as Microsoft Small Business Server are also supported. Additional Client software titles may be supported as listed on Dell’s [Core Operating System and Application Troubleshooting](#) section. Please 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 network² connectivity for select desktop, notebook, smartphones, and tablets.
- Access to online support forums twenty-four (24) hours each day, seven (7) days each week.
- 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.
- **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.

Excluded Services

- Performance or administrative assistance.
- Activities such as installation, de-installation, relocation, preventative maintenance, training assistance, remote administration, or any activities or services not expressly described in this Service Description.

² Simple network assistance is limited to a single client system covered by ProSupport, connecting to a single router port or wireless access point, and does not include connectivity to secondary devices, systems, or domains.



- Supply items, media replacement, operating supplies, cosmetic accessories or parts such as batteries, frames, and cover or support thereon.
- Direct third party product support or collaborative support of versions not currently supported by the manufacturer, vendor, or partner.
- Support for equipment damaged by act of nature (such as, but not limited to, lightening, flooding, tornado, earthquakes, and hurricanes), misuse, accident, abuse of Supported Product or components (such as, but not limited to, use of incorrect line voltages, use of incorrect fuses, use of incompatible devices or accessories, improper or insufficient ventilation, or failure to follow operating instructions), modification, unsuitable physical or operating environment, improper maintenance by Customer (or Customer's agent), moving the Supported Product in a manner inconsistent with its design, removal or alteration of equipment or parts identification labels, or failure caused by a product for which Dell is not responsible.
- Spyware/virus removal.
- Data backup services.
- Advanced wireless, networking or remote installation, set-up, optimization and configuration of applications beyond those described in this Service Description.
- Scripting, programming, database design/implementation, web development or recompiled kernels.
- Repair of damage or defects in supported Products which are purely cosmetic and do not affect device functionality.
- 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.

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. 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 your Dell ProSupport service contract. After your Dell ProSupport service contract period 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.

How to Contact Dell if You Require Service

Self-Dispatch Support Programs:

For Customers enrolled in Warranty Parts Direct, Fast-Track Dispatch, Technician Direct Program, or Dell Online Self Dispatch (DOSD), 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:

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.

Dell KACE Support Hours of Operation

- For support hours of operation on Dell KACE Supported Products, please refer to <http://www.Kace.com/support/contact.php>.

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. |
| 3 | Minimal business impact. | Troubleshooting by telephone, parts/labor dispatched <i>after</i> telephone troubleshooting and diagnosis. | Provide point-of-contact information for case and respond to Dell requests within twenty-four (24) hours. |



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.

A. 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.³

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

| Type of On-Site Response | On-site Response Time ⁴ | Restrictions/Special Terms |
|--------------------------|------------------------------------|----------------------------|
|--------------------------|------------------------------------|----------------------------|

³ **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.

⁴ Not all response times are available in all countries and locations. Contact your sales representative for more information.



| | | |
|--|---|--|
| <p>2-Hour On-Site Response with 6-Hour Repair Service</p> | <p>Technician typically arrives on-site within 2 hours after completion of telephone-based troubleshooting and often repairs the hardware within 6 hours of dispatch.</p> | <ul style="list-style-type: none"> • Available seven (7) days each week, twenty-four (24) hours each day - including holidays. • Available within defined two (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. |
| <p>4-Hour On-Site Response</p> | <p>Technician typically arrives on-site within 4 hours after completion of telephone-based troubleshooting.</p> | <ul style="list-style-type: none"> • Available seven (7) days each week, twenty-four (24) hours each day - including holidays. • Available within defined four (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. |
| <p>8-Hour On-Site Response</p> | <p>Technician typically arrives on-site within 8 hours after completion of phone-based troubleshooting.</p> | <ul style="list-style-type: none"> • Available seven (7) days each week, twenty-four (24) hours each day - including holidays. • Available within defined eight (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. |
| <p>Outside Continental United States ("OCONUS") Customers</p> | <p>Following telephone-based troubleshooting, parts can be dispatched. On-site arrival times will depend on OCONUS Customer location and part-availability.</p> | <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. |



B. 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 seven (7) days each week, twenty-four (24) hours each day - <i>including</i> holidays. Available only within defined four (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 five (5) days each week, ten (10) hours each day - <i>excluding</i> holidays. Calls received by Dell expert center after 5:00 PM⁵ 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. |

C. 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.

Service Parts

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.

⁵ Call must be received by Dell Expert Center by 3:30 PM in Finland.



Dell does not typically provide an on-site technician for the installation of CSR parts. Please advise the remote technician during diagnosis if your circumstances require the assistance of a on-site technician and one will be provided.

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.

Collaborative Support

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 Support, 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 Support 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 Support (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. Certain server applications such as Microsoft Small Business Server solution are also supported. 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 EqualLogic Software Updates

Dell ProSupport 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 EqualLogic 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 Supported Product's documentation.

New Versions. New versions or releases of the applicable EqualLogic 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 | EMC Core Software Updates

Dell ProSupport includes the following software updates for core Dell | EMC software such as Navisphere® Manager, Navisphere Manager Express (AX series only), Access Logix™ (CX series only), PowerPath®, and SnapView Express (AX series only) (for the service period indicated on the invoice):

Patches and Bug Fixes. Dell will periodically make software patches and minor bug fixes available, which reflect minor changes made by EMC 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. All new versions or releases of the applicable Enterprise Storage Software are generally made available by EMC at no additional charge to other licensees for Enterprise Storage Software that is covered by an EMC warranty or under an annual maintenance contract between EMC and the licensee. These 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.

May Require Additional Purchase. Dell | EMC Core Software Updates may require the purchase of a separate Dell On-site Installation or Proactive Maintenance Service as directed by Dell in order to keep the Supported Product(s) eligible for this Service.

Renewal. Customer may be entitled to renew for additional periods and/or purchase additional Dell | EMC Core Software Updates depending on the available options then in effect and in accordance with Dell's then-current rates, terms and conditions by submitting a purchase order to Dell. Dell may change its rates, terms, and conditions for providing support at any time.

Dell ProSupport on Network Products:

Dell ProSupport, which is available on Dell PowerConnect and Dell Force10 products, may also include remote support in the following areas:⁶

⁶ Support may vary by region



- Power on device and management of Internet Protocol (IP) address to enable the user for self-configuration
- Configuration Problem Assistance which includes explanation of networking features, answering questions
- about functionality, troubleshooting configuration issues, and answer syntax questions
- Best Practice Recommendations as defined by Industry and Dell published best practice documentation
- Installation and activation of licenses
- Troubleshoot and diagnose performance degradation based on prior established documented performance, including dropped packets.
- Performance troubleshooting assistance on single switch issues or where the devices is not performing to a Dell published specification
- Best effort interoperability with non-Dell specific devices
- Dell will periodically release patches and bug fixes to the applicable Software for purposes of maintaining operating system compatibility; and any error corrections, workarounds and/or patches needed to maintain conformance to the Supported Product's documentation.
- New versions or releases of the applicable Software are generally made available by Dell at no additional charge to licensees for Software that is installed on a Supported Product covered by a Dell annual support 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.

Multivendor Support

Dell is pleased to provide Dell ProSupport for Multivendor (the "**Multivendor Service(s)**") for select non-Dell assets ("**Multivendor Supported Product(s)**" as defined below) in accordance with this Service Description. This Service provides technical support options (telephone), service parts, and labor services to maintain systems in a good operating condition during the term of service purchased ("**Multivendor Qualified Incidents**"). The coverage period for each device is included on Customer's purchase agreement or invoice associated with the purchase of this Service.

These Multivendor Services are available for Multivendor Supported Products on a per-device basis as determined by Dell.

Service Level Options

Multivendor Services for Multivendor Supported Products with or without OEM warranty are available during the coverage period set forth in the services term purchased for each device. The applicable service response level is identified on Customer's purchase agreement or invoice for the Multivendor Supported Product. Multivendor Services may include:

- 24x7 Telephone
- On-site Service Options (Next Business Day On-Site Support **or** 24x7 - 4 Hour On-Site Support)
- Direct telephone access twenty-four (24) hours each day, seven (7) days each week (including holidays) 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 bring a Supported Product to good operating condition.
- 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.
- 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.

Multivendor Supported Products: This Multivendor Service is available on select non-Dell systems which are in a standard configuration. The Multivendor Supported Product covered under this Service Description is identified on Customer's Dell invoice; however, Software & Peripheral products are **not** covered by this Service Description. A separate service contract must be purchased by Customer for each Multivendor Supported Product (for instance, the printer attached to an entitled system is NOT covered unless the printer has a separate support contract of its own). Each Multivendor Supported Product will be designated by its OEM serial number or another designated serial number (the "**Multivendor Service Tag**"). Additional products may be covered by this Service Description or added to the Multivendor Supported Products list depending on region, location, or language. Please contact your Dell sales representative for more detailed information on Multivendor Supported Products for this Service.

Additional Information

- Dell will not assume the Multivendor Supported Product warranty obligations of any manufacturer.
- Dell will not assume the software warranty obligations of any manufacturer or maintain software of any kind pursuant to this Agreement.
- Customer is responsible for ensuring that the Multivendor Supported Product is in normal operating condition as of the beginning of the coverage period indicated on Customer's purchase agreement or invoice. Dell reserves the right to conduct an on-site inspection of the Multivendor Supported Product to confirm that it is in normal operating condition and to inventory the configuration and to obtain component serial numbers. Any service necessary to return the Multivendor Supported Product to normal operating condition at the beginning of the coverage period in order to allow such Multivendor Supported Product to become eligible for the Multivendor Service is the responsibility of the Customer.
- **Supported Releases.** Customer must maintain software and Multivendor Supported Product(s) at manufacturer-specified minimum release levels or configurations as specified on the OEM websites. Customer must also ensure installation of remedial replacement parts, patches, software updates, or subsequent releases as directed by the OEM in order to keep the Multivendor Support System(s) eligible for this Multivendor Service.
- **Limitation of Liability.** Notwithstanding a separate signed agreement with Dell, in the event Dell is unable to restore Customer's Multivendor Supported Product in good operating condition Dell's aggregate liability to Customer arising out of, or in connection with this service description shall not exceed the lesser of either a) twelve (12) months fees paid or payable by Customer to Dell under this Service Description or b) a similar whole-unit replacement.



Additional Terms & Conditions

1. Supported Products

This Service is available on Supported Products which includes select Dell OptiPlex™, Latitude™, Inspiron™, Precision™, Vostro™, PowerEdge™, PowerEdge SC™, PowerVault™, PowerConnect™, Dell EqualLogic™, Dell | EMC Storage Systems™, and Dell printers, monitors and smartphones which are purchased in a standard configuration. Supported Products are added regularly, so please contact your Dell sales representative for the most up-to-date list of Services that are available on your Dell or non-Dell products.

Each Dell 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

A. Limited Hardware Warranty. Support-related services pursuant to a Qualified Incident on Supported Products 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). 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.

B. Hardware Coverage Restrictions. 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 warranty information or contact a Dell technical support analyst for more details.

C. 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.

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 a 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, it will be shipped using overnight delivery. 2-Hour and 4-Hour parts locations stock mission critical components of the system, as determined by Dell. A mission critical component is one, which upon failure, may prevent the system 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 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 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.

3. Term of Service. This Agreement commences on the date you place your order and continues through the Term of Service. The "Term of Service" begins on the purchase date and extends for the term indicated on the Order Form (defined below). 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 of Service for each is indicated on Customer's order form or other mutually-agreed upon form of invoice, order acknowledgment or purchase order (collectively, "Order Form"). Unless otherwise agreed in writing between Dell and Customer, purchases of Services under this Agreement shall be solely for Customer's own internal use and not for resale or service bureau purposes.

4. Customer Responsibilities

- A. Authority to Grant Access.** Customer represents and warrants that it has obtained permission for both Customer and Dell to access and use the Supported Product, the data on it, and all hardware and software components included in it, for the purpose of providing these Services. If Customer does not already have that permission, it is Customer's responsibility to obtain it, at Customer's expense, before Customer asks Dell to perform these Services.
- B. Cooperate with Phone Analyst and On-site Technician.** Customer agrees to cooperate with and follow the instructions given by Dell phone analyst and its 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.
- C. On-site Obligations.** Where Services require on-site performance, Customer must provide free, safe and sufficient access to 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 (or pointing device), and keyboard must also be provided (at no cost to Dell), if the system does not already include these items.
- D. 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 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 Product(s) eligible for this Service.

- E. Data Backup.** Complete a backup of all existing data and programs on all affected systems prior to the delivery of this Service by Dell. In addition, 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 on-site technician is providing service. **DELL WILL HAVE NO LIABILITY FOR LOSS OR RECOVERY OF DATA OR PROGRAMS or loss of use of system(s) arising out of this Service or related support activities or any act or omission, including negligence, by Dell or a third-party service provider.** When returning a mobility product, such as a notebook, tablet, phone or handset, unless otherwise directed by your Dell tech support agent, do not include the SIM card. Dell will not be responsible for any data or voice charges incurred from your cellular provider as a result of Customer's failure to remove all SIM cards inside Products which are returned to Dell.
- F. 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. It is Customer's responsibility to 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 Dell services may have on those warranties.
- 5. Important Additional Information**
- A. Rescheduling.** Once this service has been scheduled, any changes to the schedule must occur at least 8 calendar days prior to the schedule date. If Customer reschedules this service within 7 days or less prior to the schedule date, there will be a rescheduling fee not to exceed 25% of the Customer price for the services. Customer agrees that any rescheduling of the service will be confirmed at least 8 days prior to commencement of the service.



B. Commercially Reasonable Limits to Scope of service. Dell may refuse to provide Services if, in its opinion, providing the Services creates an unreasonable risk to Dell or Dell's Service providers or is beyond the scope of Services. Dell is not liable for any failure or delay in performance due to any cause beyond its control. Service extends only to uses for which the Supported Product was designed.

C. 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.

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

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

- Customer fails to pay the total price for this Service in accordance with the invoice terms;
- Customer 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 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.

F. Geographic Limitations and Relocation. This Service will be delivered to the site(s) indicated on the Customer's invoice. This Service is not available at all locations. 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. 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.

G. 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 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) 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.

For more information about any of our service offerings, please contact your Dell representative or visit www.dell.com/services. Availability varies by country. To learn more, customers and Dell Channel Partners should contact your sales representative for more information.

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