

Service Offering Description for Dell APEX Managed Device Service

Introduction. This Service Offering Description, including any Appendices hereto, applies to direct purchases from Dell and is governed by the terms and conditions located at <https://www.dell.com/learn/us/en/uscorp1/terms-conditions/commercial-terms-of-sale-us>(the “Agreement”) and both documents together govern the APEX Service (as defined below). In the event of conflict, the following order of precedence shall control: (1) the Order, (2) this Service Offering Description and (3) the Agreement. Dell reserves the right to change these terms in its sole discretion.

Definitions. The definitions below apply to this Service Offering Description. Some capitalized terms are defined within the specific context in which they are used below. Other capitalized terms that are not defined in this Service Offering Description are defined in the Order or the Agreement.

1. Definitions.

“**APEX Service**” means Dell APEX Managed Device Service.

“**Business Hours**” means Monday through Friday, 8AM through 5PM Eastern Standard Time or Eastern Daylight Time, as applicable.

“**Content**” means data (including all text, sound, video, and image files), software (including machine images), and other information.

“**Customer**” means the party that has purchased Service under a quote, order, SOW or other purchasing mechanism.

“**Customer Content**” means Content that Customer or Customer’s end users load or use on the APEX Service. Customer Content does not include configuration, performance, and/or usage data that Dell collects in connection with the APEX Service.

“**Device**” means a Dell personal computing (e.g., laptop, desktop) and other similar devices procured by Customer (such procurement may be standalone through a lease or capital purchase) which is receiving the APEX Service.

“**Device Management Platform**” means the solution that allows Dell to remotely enroll, deploy, and manage Devices in bulk, enforce security configurations on Devices, and distribute applications and content to Devices.

“**End of Life**” means the Dell-recommended standard for maximum life of Device (current end-of-life for Devices is 4 years from date of manufacturing)

“**End User(s)**” means Customer’s employees, contractors, agents or any other third parties who utilize or access the Service.

“**Order**” means the quote, invoice, online ordering mechanism or any other document or electronic process that indicates Customer’s purchase of the APEX Service.

“**Third-Party Products**” means hardware, software, products, or services that are not Dell-branded. Third-Party Products are not embedded components of the APEX Service.

“**Subscription Term**” means the period of each APEX Service in a Customer Order, and any renewals. The default minimum subscription term is one (1) month which begins at the time the Devices selected with the APEX Service have shipped. The subscription term is automatically renewed each month.

2. Summary of the APEX Service.

The APEX Service provided under this Service Offering Description include the following:

- Setup (including Hardware Deployment Configuration and Customization)
- Support Services
- Managed Services
- Security

- Customer Reports
- Service Delivery Manager
- Technology Coaching

3. System Data. Dell may collect data on the configuration, operation, performance and use of the Service (“System Data”). System Data does not encompass any Customer Content. Supplier will treat any personal information collected in System Data with the applicable jurisdiction’s Dell Privacy Statement, all of which are available at <http://www.dell.com/localprivacy> and each of which is hereby incorporated by reference. System Data may be used by Dell to (a) support or carry out its provision of the APEX Service to Customer and Customer End Users, (b) enhance or propose enhancements to Customer or Customer End Users’ use or expansion of the APEX Service or other Dell products and services, or (c) exercise or fulfill its legal rights and obligations (collectively referred to as the “Purpose”). Any transfer of System Data to third parties will be consistent with the Purpose and applicable laws, and subject to protections appropriate for confidential customer information. Subject to any mandatory statutory rights of Customer, Customer End Users, or third parties, Dell shall exclusively own and retain all rights in System Data that is anonymized, i.e., that neither identifies Customer or Customer End Users nor is personally identifiable with an individual (“Anonymized System Data”). Such data shall be considered Dell’s confidential information, and Dell may use or share Anonymized System Data for any lawful technical or commercial purposes. Customer will not disable related telemetry collection features. Customer’s disablement of related telemetry collection features may entail disruption or disablement of the APEX Service, as advised by Dell in the documentation provided with the APEX Service or otherwise.

4. Pricing. Fees for the APEX Service are a fixed monthly price, per Device (the “Fees”). Customer will be billed the Fees monthly. The Fees will begin the day that the devices selected with the APEX Service are shipped (see section 5 for more detail) and Customer will be billed the Fees for the Subscription Term commencing on that date. The Fees are for the APEX Service only and does not include the cost of the hardware, software, peripherals or any additional services not expressly included in this Service Offering Description. Dell reserves the right to modify the Fees in its sole discretion. Dell will notify Customer at least ninety (90) days in advance of any Fee increases. For additional details on pricing, consult Customer’s sales representative or Dell.com

5. Subscription Terms and Expansion. Customer’s initial Subscription Term and charges for the subscription begin when the Devices selected with the APEX Service have shipped. Fees will be charged in full each month. Notwithstanding the foregoing, the APEX Service will be billed regardless of whether Customer is using the APEX Service. The APEX Service must be purchased at the point of sale with eligible Dell hardware. If Customer desires to add Devices to the APEX Service after the initial order, Customer may place another order through their sales representative or through Dell.com. Additional Dell hardware will need to be purchased or leased at the Customer’s expense. Subsequent subscription purchases will be prorated to the initial purchase billing date. The prorated Fees may take multiple billing cycles to be reflected on Customer’s invoice

6. Notice and Renewal. Dell will automatically renew your subscription using the payment method on file until you choose to cancel all or part of your subscription. If Customer does not intend to use the APEX Service, Customer must cancel the APEX Service through MyAccount or Customer Care no later than the last day of the month to avoid an additional full month Fees.

7. Dell Termination. Dell may terminate the APEX Service for cause in the following circumstances: (a) non-payment by Customer for the APEX Service. (Note that Dell will make reasonable efforts to reconcile payment before a notice of cancellation is provided to Customer and Dell will continue to manage the systems up to 30 days before decommissioning. Properly disputed fees will not result in termination of the APEX Service); (b) Dell becomes aware of any illegal activities Customer or its affiliates are engaged

in; (c) Customer compromises any of Dell's intellectual property; (d) Dell ceases to provide the APEX Service; (e) circumventing or negating the solutions implemented by the APEX Service and Dell employees including, and not limited to: (i) preventing timely updates to the system, (ii) the system is beyond End of Life and will put Customer environment at risk, or (iii) End User or Customer behavior that puts Dell at risk. Upon termination of the APEX Service by Dell, Customer: (a) will permanently lose its access to the environments, (b) will no longer receive the APEX Service, (c) will have the environments and configurations deleted pursuant to Dell standard practices, and (d) all remaining Fees will be accelerated and become due immediately. Notwithstanding the foregoing, if Customer wishes to extract Customer Content from the Device (to the extent Customer has not already done so prior) Customer must notify Dell before Dell's authorized technician removes the APEX Service from Customer's Devices. Subject to additional fees, Dell will assist Customer in extracting Customer Content from the Device. Customer will be responsible for all fees associated with Customer Content extraction. If Customer does not notify Dell that it wishes to extract Customer Content before Dell removes the APEX Service, then Dell will permanently delete Customer Content and it will not be recoverable. Dell shall have no obligation or liability for deleting Customer Content in accordance with this Section.

8. Customer Termination. Customer may cancel or terminate the APEX Service at any time, but Customer is liable for all remaining charges for the month in which the APEX Service is cancelled regardless of whether Customer actually uses the APEX Service for the entire Subscription Term. There is no refund for any pre-paid Fees that Customer paid at the time Customer purchased the APEX Service. Customer is obligated for Fees as set forth on the Order until Customer provides Dell with notice on Dell.com MyAccount or their sales representative of their intent to terminate the APEX Service. The APEX Service will continue through the remainder of the monthly term.

9. Decommission of AMDS Service. If Customer has elected to terminate the APEX Service, Dell will deprovision the Device and remove any APEX Service software from the Device at the end of Customer's committed Subscription Term.

10. Customer Data Removal and Backup.

To the extent applicable to the APEX Service, Customer shall, at Customer's expense, perform the following:

1. back up its data before Dell performs any remedial, upgrade or other work on the Device;
2. operate and maintain a data back-up system in Customer's data center environment, including retaining multiple copies of Customer Content, consistent with industry best practices; and
3. provide for a daily back-up process, including backing up data before performance of any remedial, upgrade, or other work on Customer's production systems.

Customer may incur additional fees and expenses for any resulting additional time, materials, losses or damages incurred by Dell or its vendors or partners. For the avoidance of doubt, following Dell decommissioning the APEX Service, Dell has no obligation nor liability for any Customer Content, confidential, proprietary, sensitive or other non-public data remaining on the Device. Additionally, the APEX Service does not include any data migration and Supplier has no responsibility for migration of Customer Content out of the APEX Service.

11. Device Provisioning.

11.1 Overview. Dell will provision the Devices as per the requirements provided by the Customer during the onboarding process. Dell will perform the following tasks for each new Device during the Device provisioning stage:

1. Dell will load a clean operating system and Dell factory production drivers.

2. Dell will load necessary remote monitoring and management agents on the Device and register the Devices in the appropriate Dell endpoint management environment.
3. Applications will be installed pertaining to the requirements provided by the Customer once the Device is turned “on” and the Customer End User has connected to the Internet.

11.2 Customer Provisioning Responsibilities and Technical Requirements. Customer is responsible for providing accurate provisioning requirements for the Devices in a timely manner, [no later than 24 hours of receiving the “welcome email” (a notification sent to Customer upon signing up for the APEX Service that will contain APEX Service intake form instructions and next steps)]. Customer will provide the provisioning requirements at <https://portal.amds.dell.com/>, including applications to be installed on the Device. If provisioning requirements are not provided by the Customer, that could result in a delay, or inhibit, Dell from performing the APEX Service.

11.3 Limitations. The following activities are not included in the scope of the APEX Service:

1. Creation of a custom OS image.
2. Testing applications or hardware for compatibility with the custom image or customized BIOS settings.
3. Troubleshooting or technical support for Customer image with customized BIOS settings.
4. Network and server services.
5. Customer may not make changes to the provisioning requirements for Devices that have already begun the provisioning process.
6. Customer is responsible for all licenses to applications requested by Customer.
7. Other services not expressly set forth in this Service Offer Description.

12. Device Management. As part of the APEX Service, Dell will centrally manage the Device(s) through remote monitoring and management (RMM) tools during normal Business Hours. RMM allows Dell to centrally manage the Devices. RMM will monitor Devices 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 the APEX Service.

12.1. RMM Responsibilities.

1. Monitoring of devices for issues impacting normal operation and performance, including insight into telemetry-based utilization and performance reporting.
2. Automatic uploading of diagnostics and other data that allows proactive diagnosis of issues.
3. Periodic collection of device operational data that will allow Dell to provide Customer with predictive information regarding the Device.
4. Automatic creation and deployment of custom update catalogs for Dell BIOS, driver, firmware and applications.
5. Providing optimizations and management of Devices via remediation scripts.

12.2. Steady-State Device Management.

1. Dell will update BIOS and drivers on a regular cadence, as well as provide oversight of the update process.
2. Dell will identify the appropriate security, quality and Windows OS feature updates for Customer Devices and implement the updates at a regular cadence. Dell will provide oversight of the patching process. Critical and high security patches will be updated within a reasonable time frame.
3. Commonly used Device applications (e.g., Microsoft Office, Adobe Acrobat Reader, Google Chrome, etc.) will be updated automatically on Devices when connected to internet. Custom

applications, supported by Dell's management platform, can be packaged, and updated on Devices up to five times in a 12-month period.

4. When the Subscription Term is terminated or expired or when Devices reach End-of-Life, Device management agents, BitLocker drive encryption and manage security agents will be removed from the Devices.

12.3. Device Security Management: As part of the APEX Service, Dell will centrally deploy, configure and maintain a security software application on the Device during normal business hours. This includes, but is not limited to, configuring the agent on the Device, updating and maintaining security policies, reviewing any relevant events and/or alerts (and notifying the customer should they occur), consulting with our security partner (where applicable), encrypting the storage device on the Device, applying and enforcing certain operating system policies, updating and patching applications (where authorized by the Customer) and, in general, any other action that Dell deems necessary or convenient to reduce the risk of malware and/or malicious activity affecting the Device.

It is expressly stated and understood that Dell cannot ensure and does not warrant nor guarantee that the Device will be free of malware and/or malicious activity, but that Dell will undertake commercially reasonable measures to prevent such activity.

13. Support Services.

Customers may contact Dell on a 24/7 basis (including holidays) for issues related to the following:

1. Hardware
 - Repair or replacement
 - Accidental Damage
 - Keep Your Hard Drive
2. Dell-branded OEM software issues
 - Getting Started Assistance
 - Collaborative Assistance
 - Comprehensive Software Support

13.1. Hardware.

13.1.1. Repair or Replacement. After the completion of remote diagnosis or troubleshooting, on-site dispatch of technician and/or service parts to Customer's location for repairs and resolution necessary to remedy a Qualified Incident (as defined below) will be initiated. The APEX Service provides next Business Day, on-site support service. Depending on the nature of the Qualified Incident, Customer acknowledges and agrees that Dell may determine in its sole discretion that the Device should be sent to a Dell repair facility for further troubleshooting and diagnostics.

This part of the APEX Service is available five (5) business days each week, ten (10) hours each day – excluding holidays. Calls received by Dell after Business Hours and/or dispatches submitted by Dell after Business Hours may require an additional business day for Dell to arrive at Customer's location. If a Device is not serviceable at a Customer's location or if Dell determines that a repair method other than on-site service (after remote diagnosis and troubleshooting) is required for an incident, then please refer to [Exhibit A](#) for details on service response options.

13.1.2. Accidental Damage Service. During the Subscription Term and subject to the limitations in this Service Offering Description, Dell will repair the Device as necessary to correct any damage to the Device which occurs during the usual and customary usage of the Device and is caused by either accidental

damage from handling (including drops and spills) or an electrical surge (the “Accidental Damage Service”). For clarity, the APEX Service includes Accidental Damage Service.

Only parts built in or on the base unit of the Device, including parts or accessories that are required for regular operation of the base unit and shipped at point of sale, such as internal memory, built-in LCD, internal components/switches, built-in buttons, drawers, lids or panels, remote controls or cables are covered by the Accidental Damage Service.

For a desktop Device, both the desktop and the monitor purchased with the desktop will be covered under the Accidental Damage Service. The Accidental Damage Service does *not* cover externally attached computers, peripherals, including, but not limited to printers, or other devices that may work in conjunction with the Device, and the Accidental Damage Service does not cover components, cases, television or monitor wall mounts, wiring, or items classified as “accessories” or “consumables” and not built in or on the base unit of the Device, such as batteries that are out of warranty, light bulbs, disposable/replaceable print/ink cartridges, print or photo paper, memory disks, memory cards, SIM cards, disposable memory devices, wire connections, carrying cases, stylus pens, docking stations, external modems, external speakers, game devices, game disks, secondary monitors, external mouse for notebooks, external keyboard for notebooks or other input/output devices, any other components not internal to the Device or other parts/components requiring regular user maintenance.

If Dell repairs a Device in accordance with this Section 13.1.2, Customer understands and agrees that Dell may replace original parts with new or used parts from the original manufacturer, or an equivalent part from a different manufacturer to the extent allowed by applicable local law (and Customer consent for use of such parts may be requested at the time that Customer reports a Qualified Incident to Dell). Replacement parts will be functionally equivalent to the original parts. In Dell’s sole discretion, Dell may designate an affiliated company or contract with a third party to complete repairs on the Device.

If Dell decides that it is necessary to replace the Device rather than repair it, Customer will receive a Device equivalent to or better than the Device Customer originally purchased from Dell, as determined by Dell in its sole and reasonable discretion.

For any incident that Dell determines is eligible for Accidental Damage Service under this Service Offering Description (a “Qualified Incident”), Accidental Damage Service coverage is limited to one Qualified Incident per Device per twelve-month period commencing from the start date of the first Subscription Term. The ability to submit an incident does not accumulate or carry over to any subsequent twelve-month period, so that during any twelve months period only one Qualified Incident may be reported by Customer to Dell in order to obtain the Accidental Damage Service. However, each Qualified Incident will be applied to the twelve-month period during which it is reported, even if such incident is resolved during a subsequent period. Once the Qualified Incident limit is reached, Customer may request repair of the Device for an additional charge.

13.1.2.1. Service Response Level. Upon request for a Qualified Incident, Dell will evaluate the Device to determine whether the product qualifies for the Accidental Damage Service. Dell will inform Customer of the options available to ship the Device to Dell for evaluation and repair. Subject to Customer’s compliance with the obligations set forth in this Service Offering Description, Dell will pay all shipping charges for return of the Device to Dell’s service facility. In some instances, Dell may make other evaluation and repair methods available. The Accidental Damage Service does not cover software. This software exclusion includes and is not limited to 1) any defects in or damage (including without limitation virus-inflicted damage) to software preloaded on, purchased with or otherwise loaded on the Device and 2) any software loaded through Dell’s Device Management platform.

13.1.2.2. Accidental Damage Service Exclusions.

1. Any damage to or defect in the Device that is cosmetic. Dell is not obligated to repair wear and tear on the Device and other superficial items, such as scratches and dents that do not materially impair use of the Device.
2. Any Device that anyone other than Dell or a person Dell designates has tried to repair. Dell will not provide Service for any product defect that results after repairs to the Device made or attempted by Customer or any other person not authorized by Dell to repair the Device.
3. Any Device that suffers damage in connection with or as a result of incorrect or inadequate Customer Installation. "Customer Installation" shall include any of the following performed by the Customer or any third party on behalf of the customer: (1) unpacking or moving the Device (2) installation or mounting of a Device to a wall or other structure (or removal of the same following installation) and (3) affixing of brackets or other weight bearing devices designed for mounting or attachment to a wall or other structure (or removal of the same). Customer Installation does not include installation services purchased from Dell.
4. Any Device that is lost or stolen. To receive repair or replacement of a Device, Customer must return the damaged Device to Dell in its entirety.
5. Any Device that is damaged by fire from an external source or that is intentionally damaged or damaged by misuse, abuse, failure to follow instructions provided with the Device, or use of the Device in an incorrect environment. If Dell finds evidence of intentional damage, misuse, abuse, failure to follow instructions provided with the Device, or use of the Device in an incorrect environment, Dell is not obligated to repair or replace the Device.
6. Except as specifically provided herein, any other damages that do not arise from defects in materials or workmanship or ordinary and customary usage of the covered Device.

13.1.3. Keep Your Hard Drive.

The Keep Your Hard Drive (KYHD) portion of the APEX Service allows Customers to retain possession of their failed hard drives (standard, Solid- State Drive (SSD) and Serial ATA (SATA) Hard Disk Drives (HDDs)) when receiving replacement hard drives pursuant to a Qualified KYHD Replacement. A "Qualified KYHD Replacement" is a repair and/or replacement arising from a defect(s) in workmanship during the Subscription Term. All qualified repairs are provided pursuant to the terms of the Customer's limited hardware warranty or service agreement.

13.1.3.1. Devices. KYHD is available only on Devices containing field-replaceable hard drives. Dell will only replace a failing hard drive that was purchased from Dell and installed in a Dell Device. KYHD will not be available to the Customer until a product is deemed eligible for a Qualified KYHD Replacement by Dell. KYHD is not available on models with a soldered hard drive. Please consult your sales representative for more information.

13.1.3.2. Keep Your Hard Drive Support Procedures. Customers should contact Dell technical support in accordance with the "How to Contact Dell" Section below when experiencing a hard drive problem or suspect a hard drive failure. If Dell determines that the hard drive requires a Qualified KYHD Replacement, Dell will ship the replacement hard drive to the Customer. KYHD entitles Customer to retain possession of the failed drive. In the event a Customer includes or separately sends the hard drive from the Device to Dell as part of a Qualified KYHD Replacement, Customer agrees that the return of a hard drive (a "Returned Entitled Drive") constitutes a waiver of Customer's right to receive KYHD for the Returned Entitled Drive. After Dell receives a Returned Entitled Drive, Dell will have no further obligation to the Customer with

respect to such Returned Entitled Drive. Dell will not be obligated to return a Returned Entitled Drive to Customer, nor will Dell be required to remove data or take any other action with respect to the Customer's Returned Entitled Drive (including any data stored on the Returned Entitled Drive). In the event that Dell receives a Returned Entitled Drive, Dell may process the Returned Entitled Drive in accordance with Dell's standard policies as a hard drive returned to Dell.

Failure rates on hard drives are constantly monitored and Dell reserves the right to refuse service if Dell reasonably believes that the Customer is overusing KYHD (e.g., Customer's requests for replacement of defective hard drives materially exceeds the standard failure rates for the drive and device involved). If Dell determines (in Dell's sole discretion) a Customer is abusing KYHD, Dell reserves the right to cancel or suspend KYHD for the Device.

13.1.3.3. KYHD Exclusions.

1. Data destruction or data wipe.
2. Asset recovery, disposal or recycling.
3. Retention of hard drives that are subject to product recall due to health and safety risks.
4. Support for failed/retained hard drives. (Support continues solely on the replacement hard drive pursuant to the applicable limited hardware warranty or APEX Service.)
5. Replacement of a soldered hard drive.
6. Any hard drives purchased separately, including through Dell's Software and Peripherals team.
7. Any activities not expressly stated in this Service Offering Description.

13.1.3.4. KYHD Customer Responsibilities.

1. **Report Hard Drive failures:** Report each instance of hard drive failure to Dell in accordance with the APEX Service.
2. **Provide Part Information:** Upon request, provide Dell the piece part identification information ("PPID") or adequate detail to validate that a contract covered drive failure has occurred.

13.2. Dell-branded OEM Software Issues.

13.2.1. Getting Started Assistance.

Device "Getting Started" assistance associated with common Dell OEM end-user applications such as Microsoft® Office software suite, Intuit® QuickBooks® accounting software, Adobe® Photoshop® software and Adobe Acrobat® software. Please see Dell's Comprehensive Software Support list in Section 13.2.3 below for other supported software titles or contact Dell for details.

13.2.1.1. "Getting Started" assistance includes:

1. Support for select Dell OEM operating systems and end-user applications
2. Basic "How To" or feature definition questions
3. Hot-fix and patch assistance

13.2.1.2. "Getting Started" assistance excludes:

- Support for software not validated and tested by Dell for Customer Device
- Step-by-step installation, reinstallation, or configuration assistance
- Performance assistance or administrative assistance

Getting-started advice or setup assistance associated with simple network connectivity is limited to a single Device, connecting to a single router port or wireless access point, and does not include connectivity to secondary devices, products or domains.

13.2.2. Collaborative Assistance. If a problem arises with certain third-party products and software commonly utilized in conjunction with Customer's Device, 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. For the avoidance of doubt, if Customer does not have the respective support agreements with applicable third parties, Dell cannot provide collaborative assistance. 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 <https://www.delltechnologies.com/asset/en-us/services/support/technical-support/prosupport-collaborative-software-assistance-list.pdf> Please note that supported third-party products may change at any time without notice to Customers.

13.2.3. Comprehensive Software Support (CSS). The APEX Service includes Dell Comprehensive Software Support (CSS) for select Dell OEM end-user applications, operating systems, hypervisors and firmware on Devices (the "Covered Software Products"). CSS may be provided 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 Device applications such as Norton AntiVirus™ software, Microsoft® Office software suite, Intuit® QuickBooks® accounting software, Adobe® Photoshop® software and Adobe Acrobat® software. All Software licenses in the up-to-date list will be covered by the APEX Service View current CSS partners at <https://i.dell.com/sites/doccontent/shared-content/services/en/Documents/ProSupport-Comprehensive-Software-Support-List-Enterprise-and-End-User.pdf> Please note that supported third-party products may change at any time without notice to Customer.

13.2.3.1. CSS Exclusions. 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 Device (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 Device is of a nature that precludes effective analysis of the question through remote support. Customer understands and accepts that resolutions of certain issues giving rise to Customer's service request may not be available from the publisher of the relevant software title. Customer accepts that in such situations where no resolution is available from the publisher of the relevant software title, Dell's obligation to provide support to the Customer will be fully satisfied.

14. How to Contact Dell.

Step One: Use one of the following support options to contact Dell for assistance:

1. Contact Dell from a location which includes physical access to the Device.
2. Provide the Service Tag (as defined later herein), model number, current version of the operating system, and other information as requested by Dell. Dell will verify Customer's Device, applicable part of the APEX Service and response levels.

1. Online, Chat and Email Support:

APEX Service website, chat and email support available at [Contact Technical Support | Dell US](#)

2. Telephone Support Requests:

Available 24 hours a day, 7 days a week (including holidays). Contact Dell support center (1-866-516-3115) to speak to a technical support analyst.

Step Two: Remote Troubleshooting

1. When requested, identify error messages received and when they occur; what activities preceded the error message; and what steps have already been taken to solve the problem.
2. Dell will work Customer through a series of troubleshooting steps to help diagnose the issue.
3. When available and with Customer's consent, Dell will connect directly to the Device over a secure internet connection to expedite troubleshooting.
4. Follow the instructions and any suggestions carefully. Diagnostic or troubleshooting steps like those outlined in steps one and two are essential to reaching the right resolution. Those steps may require more than one interaction or call with Dell or an extended session, and Customer may be asked to access the inside of the Device where safe to do so.
5. If, following completion of diagnosis or troubleshooting, Dell determines that it is necessary to replace a part, return the Device, or dispatch a service technician for on-site service, then Dell will provide additional instructions.

15. Service Delivery Manager (SDM) Roles and Responsibilities. Each APEX Service account will have an SDM assigned. The SDM will be the contact for the Customer for all things related to the APEX Service. The SDM is excluded from being a point of contact for End-User support needs. The availability of the SDM is during normal business hours at the location, region and country of the SDM. After-hours support may be performed by other resources within Dell at Dell's discretion. The SDM will be assigned during the intake process. Responsibilities of SDM include:

1. Assist Customer with completing the intake form, if required.
2. Assist Customer with any questions during the Subscription Term, including understanding the monthly fleet report or any questions related to fleet status.
3. Serve as the main point of contact for escalation management.
4. Drive resolution for high-impact, critical issues by contacting subject matter experts, as needed.
5. Share known issues and quickly resolve simple issues.
6. Assist Customer in the refresh/renew process.

16. Tech Coaching.

Dell can provide advice on top rated technologies for Devices upon Customers request. Tech coaching is limited to two (2) hours/ per Customer (not withstanding the number of Devices) and is limited to providing best known advice only. It does not cover problem solving, troubleshooting or any implementation. Tech coaching can be scheduled through the APEX Service portal at <https://portal.amds.dell.com/>. Dell can provide advice on end-user computing technologies, including:

- PC lifecycle management (e.g., setup, support, maintain, redeploy, retire)
- Hardware deployment strategy: office and remote
- Software implementation
- Software platform transitions
- Platform and device security
- Basic security assessments and migration
- Data management: storage, backup, migration erase

- Security Asset management: recovery, resale, recycling
- Management/support helpdesk recommendations Remote workforce enablement
- Microsoft 365 setup and management
- Azure AD join
- Microsoft Windows
- Microsoft Application Virtualization (App-V)
- Microsoft Azure and infrastructure virtualization
- Microsoft BitLocker Drive Encryption, Absolute, Dell Encryption

17. Customer Reports.

Dell will provide a monthly report summarizing the current status of your APEX Service including, but not limited to, the number of Devices currently under management, Device security and application compliance status, feedback collected from End User support cases opened on behalf of Customer and their classification and status, and other relevant information that Dell might deem necessary or convenient to share with Customer. Customer reports can be accessed at <https://portal.amds.dell.com/>

18. Out of Scope. The following tasks are not included with the APEX Service:

1. Data migration using tools other than the tools designated by Dell's personnel for the performance of the APEX Service.
2. User profiles for local accounts (not in a domain) will not be migrated.
3. Migrating data for user accounts to alternate domains is not supported.
4. De-installation or re-installation of any existing products or software applications.
5. Any recovery of data, including disaster recovery.
6. Transferring applications or scripting for application installations at the Device.
7. Any activities related to network infrastructure configuration or troubleshooting.
8. Development of any intellectual property created solely and specifically for the Customer.
9. Troubleshooting or fixing any existing Device problems except as specifically described in this Service Offering Description.
10. Testing integration between a Dell product and other third-party products, such as, but not limited to, third-party encryption or security products.
11. Purchase of software or software-as-a-service licenses.
12. Any services not described herein Service Offering Description are out of scope for this Service Offering Description.
13. Managed Detection and Response
14. Incident Recovery and Response
15. Data retention beyond the lifetime of the security tenant
16. Remediation beyond the automated remediation through the security tool
17. Forensic Investigation and timelining

19. Hardware Coverage Limitations. A Device or a component of a Device that carries a limited lifetime warranty will be serviced by Dell according to this Service Description for the duration of your APEX Service. If you purchased a Device or component with a limited lifetime warranty, then after the Subscription Term ends, support related to a Device or component with a limited lifetime warranty will be serviced pursuant to Customer's Dell basic hardware service contract.

20. Customer Responsibilities and Assumptions. Customer will be responsible to accomplish, perform or otherwise ensure the following conditions are met to receive the APEX Service:

20.1. Authority to Grant Access. Customer represents and warrants that it has obtained permission for both Customer and Dell to access and use the Devices, the data located thereon and all hardware and software components included therein, for the purpose of providing the APEX Service. 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 the APEX Service. Customer will accept all updates and upgrades as necessary for the proper function and security of the APEX Service.

20.2. On-site Obligations. Where the APEX Service requires on-site performance, Customer will provide (at no cost to Dell) free, safe and sufficient access to Customer's facilities and the Devices, 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 product does not already include these items.

20.3. End User Access and Control. Customer is responsible to identify and authenticate all End Users to use the APEX Service. Customer will have control against unauthorized access by users, and maintain the confidentiality of usernames, passwords and account information. Customer is responsible for all activities by the users it has authorized and will notify Dell immediately of any unauthorized use the APEX Service. To account for proper tax regulations, Dell must have the address where each End User will be using the APEX Service. It is the Customer's responsibility to inform Dell if there is a change of address for each End User for any reason.

20.4. Cooperate with Online Diagnosis, Phone Analyst and On-site Technician. Customer will cooperate with and follow the instructions given by Dell. Experience shows that most product problems and errors can be corrected remotely by closely following the remote diagnosis instructions or through close cooperation between the user and the analyst or technician. Customer will provide Dell access to all required environments for the Subscription Term. Customer will ensure availability of sufficient network bandwidth and access to perform the APEX Service.

21. Additional Terms and Conditions.

21.1. Devices. Each Device is tagged with a serial number on the bottom of the Device (the "Service Tag"). The APEX Service only applies to each Device and does not include support for any peripherals. For example, a printer purchased with a Device is not covered by the APEX Service.

21.2. Support Services.

21.2.1. Whole Unit Replacement - Failure to Return. If Dell determines that a part or component of the defective Device is one that is easily disconnected and reconnected (such as a keyboard or monitor), or if Dell determines that the Device is one that should be replaced as a whole unit, Dell reserves the right to send Customer a whole replacement unit. All Dell service parts or components removed from the Device and any original products for which customer received a replacement product become the property of Dell. When returning a Device or part thereof, Customer will only include the Device or part which has been requested by Dell. If a Dell delivers a replacement part, component, or product to Customer, Customer must relinquish the defective item to Dell, other than a hard drive retained pursuant to the Keep Your Hard Drive service terms for the affected system in which case Customer may retain the respective hard drive(s). If Customer does not relinquish the defective item to Dell 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 YOU FAIL TO PAY DELL FOR ANY PART, COMPONENT, OR PRODUCT, THEN DELL MAY CANCEL THE APEX**

SERVICE, SUSPEND YOUR WARRANTY AND/OR SERVICE SUPPORT ON ANY DELL PRODUCT YOU MAY OWN UNTIL THE APPLICABLE AMOUNT IS PAID, AND/OR TAKE OTHER LEGAL STEPS. A suspension of warranty or service for failure to properly return a part, component, or product will not toll the term of your warranty.

21.2.2. Parts Stocked. 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 Device is not available from a Dell facility near the Customer's location and must be transferred from another facility, it will be shipped as soon as is practical and commercially reasonable.

21.2.3. Service Parts. Dell uses and Customer expressly authorizes the use of new and reconditioned parts made by various manufacturers in performing warranty repairs.

21.2.4. The APEX Service shall be solely for Customer's own internal use and not for resale or service bureau purposes.

21.2.5. Rescheduling. Once this service has been scheduled, any changes to the schedule must occur at least eight (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 Dell's then-current sales price for the APEX Service. Customer agrees that any rescheduling of the service will be confirmed at least eight (8) days prior to commencement of the service.

21.2.6. 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 Device was designed.

21.2.7. 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.

21.2.8. Recording Calls. In carrying out its obligations, Dell, or its third-party sub-contractors, may at its discretion and solely for the purposes of monitoring the quality of Dell's response, record part or all of the calls between you and Dell. By utilizing these Services, you consent to have your calls with Dell or its third-party subcontractors monitored or recorded.

21.2.9. Geographic Limitations and Relocation. This APEX Service will be delivered to the site(s) indicated on the Customer's Order. This APEX Service is not available at all locations. Service options, including technical support hours and on-site response times will vary by geography and configuration, and certain options may not be available for purchase in Customer's location, so please contact a sales representative for these details. Support outside of the country in which Customer purchased the APEX Service (e.g., while Customer is traveling) may be available on a commercially reasonable efforts basis (e.g., not available in all countries, not available on all parts, not available to all Customers). Dell's obligation to supply the APEX Service to relocated Devices is subject to local service availability and may be subject to additional fees, and to inspection and recertification of the relocated Devices at Dell's then current time and materials consulting rates.

21.2.10. Other Provisions.

1. The APEX Service may be performed outside the country in which Customer and/or Dell is located; provided, that Dell shall be responsible for maintaining licenses or permits required as a result of the location of providing the APEX Service. From time to time, Dell may change the location where the APEX Service

is performed and/or the party performing the APEX Service, provided however, Dell shall remain responsible to Customer for the delivery of the APEX Service.

2. While the APEX Service is intended to assist Customer to identify and reduce risk, it is impossible to completely eliminate risk, and Dell makes no guarantee that intrusions, compromises, or any other unauthorized activity will not occur in the Customer environment.

3. The APEX Service may include advice and recommendations, but Customer agrees that all decisions in connection with the implementation of such advice and recommendations will be the responsibility of, and made by, Customer. Dell is not providing legal or regulatory advice.

4. Dell will not be responsible for non-performance due to software failure or software errors including any software failures or functionality limitations of third-party products.

5. To the extent Dell's liability is not any way excluded under the Agreement, Dell will have no liability for loss or recovery of data, programs or loss of use of device(s) arising out of or in connection with the APEX Service provided under this Service Offering Description.

6. Customer is responsible for the identification and interpretation of, and ensuring compliance with, any laws, statutes, rules, regulations, and standards applicable to it or its affiliates' business or operations.

7. Dell shall not be responsible for any delay or failure to provide the APEX Service to the extent caused by:

- a) failures by Customer, including its employees, agents, users, affiliates or contractors, to perform its responsibilities under this Service Offering Description;
- b) defect, deficiency or failure with respect to Customer's network, devices, software, data or other equipment not caused by Dell; or
- c) modifications to Customer's network, devices, or other equipment made by a party other than Dell or its representatives.

8. If either party becomes aware of the occurrence of one or more of the foregoing events, they shall notify the other party accordingly. Notwithstanding such occurrence, Dell may, in its sole discretion, following discussion with Customer regarding the impact of such incident, continue to provide the APEX Service using commercially reasonable efforts. Customer shall reimburse Dell for its reasonable additional costs of providing the APEX Service actually incurred and out of pocket expenses for such efforts but only to the extent attributable to the items defined above.

9. Third Party Warranties. The APEX Service 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 APEX Service 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.

10. Transfer of Service. In the event Customer transfers, sells or otherwise no longer has possession of the Device, the APEX Service will no longer apply to that Device.

Exhibit A

1. Rapid Return for Repair Service after Remote Troubleshooting. If Customer has purchased a Device that is not serviceable at Customer’s location, or if Dell determines that a repair option other than on-site service is required, then, after remote diagnosis and troubleshooting, Dell may provide service in accordance with one of the service options in the table below. Customer must immediately package the Device and mail or 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 Device will result in delayed response times.

Upon repair or replacement of the Device, Dell will deliver the Device to the carrier for return shipping to Customer. If non-Dell options added to Customer’s Device 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 Device or a replacement for portions of the Device rather than repairing and returning the Device 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 Device 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 the APEX Service. In the event that Customer’s Device 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.

2. Other Service Response Options.

Service Response Level	Additional Options (if applicable)	Details
Return for Repair Service Options	Mail-in Service (MIS)	Mail-in service is initiated by contacting Dell technical support as outlined above. During diagnosis, Dell will determine if the issue requires that the Device 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 ten business days from the date Customer ships the Device to Dell.
Parts only service		For 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.
Terms and Conditions		Repairs of Qualified Incidents will be performed in accordance to the response time identified on Customer’s Order. Once the Device has been repaired, it will be returned to the Customer. Shipping Procedures: During diagnosis, Dell will provide instructions on how to return the product to the Dell-designated repair center. The Device must be shipped to the address provided Dell and prominently labeled with the “Return Authorization Number”. The Return Authorization Number will be provided by Dell. 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, Dell may assist by providing packaging. However, a fee may apply for this service. Dell will cover the cost of shipping the product to Dell and back to Customer. 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.