

Dell Service Description

Comprehensive Hardware Support for the United States K-12 Education Market

Service Overview

Dell is pleased to provide Comprehensive Hardware Support (the "Service") in accordance with this Service Description to our US based K-12 Education Customers. Dell's Comprehensive Hardware Support Service provides repair services for Dell Chromebooks and Latitude Series systems. By purchasing this Service from Dell, the customer ("Customer" or "you)" agrees to be bound by all terms and conditions set forth in this document (the "Service Description").

Service Eligibility for Hardware Repair

System types eligible for Service include all Dell Chromebooks for Education and Latitude 3000, 5000, and 7000 Series Systems (excludes "Rugged" devices) that are less than five years old (from the original date of invoice) ("Supported Products"). Dell may update the Supported Products from time-to-time. In Dell's sole discretion, some older model products that are less than 5 years of age may not be supported if, for example, parts are not readily available. The service covers the logistics (all shipping charges), diagnosis, repair labor, and any parts needed to repair your system.

The Service can be used in the following situations:

- System repair needed because of an accident.
- System repair needed because of customer induced damage.
- System repair needed because of any component failure, including defects in workmanship or materials, not covered by an active limited hardware warranty.
- Plastics will be covered if the damage is severe enough to cause bodily harm to the user or allow for liquids or other foreign substances to enter the system chassis. Minor scratches, dents and other cosmetic imperfections are not covered.

The Service does not include software media, software, application troubleshooting, non-Dell parts or the upgrading of parts. A Dell technical agent can assist you in determining the right upgradable part, at an additional fee, should you require this support.

Peripheral Parts are not covered with this Service. "Peripheral Parts" are parts that are detached from the computer, including but not limited to keyboards, mice, external hard drives and monitors.

To receive the Service, Customer must confirm they have full access to the hardware that is the basis of the problem and have completed a back-up of any software or data that may be present on the Supported Product entitled to receive the Service, as Dell is not responsible for loss of data, nor for loss of use or access to software or applications on the Supported Product. See Customer Responsibilities for more information.

Additional exclusions for Hardware Repairs. For the avoidance of doubt, the following activities are not included in the scope of hardware repairs:

- General usage and "how to" questions for hardware or software
- Configuration and diagnosis of the Dell factory-installed operating system or factory-installed applications for use with customer-installed applications and hardware

- Configuration, installation and validation of operating systems, software, applications or drivers/fixes (not supplied by equipment manufacturer)
- Commercial upgrades whether purchased from a Dell Authorized Reseller or not, e.g. Microsoft® products.
- Configuration of all communication software, unless required for troubleshooting
- All non-equipment manufacturer-supplied hardware and peripherals, their installation and compatibility with Dell branded hardware. The original manufacturer of the product may provide support
- Non-equipment manufacturer supplied software and peripherals, unless otherwise specified
- BIOS/Firmware upgrades for non-Dell branded systems, unless part of fault resolution
- Invalid software and hardware configurations
- Backing up and restoring customer's data
- Customer applications and data
- Non-critical failures that fall within industry specified tolerances (e.g. noise, individual LCD pixels)
- Games and add-on packages from date of purchase (e.g. educational packs)
- Preventative maintenance
- Repair of system after virus infection other than installation of the operating system to the default Dell factory settings
- Any damages arising from acts of God such as, but not limited to, lightning, flooding, tornado, earthquakes, and hurricanes
- Any services, tasks or activities other than those specifically noted in this Service Description

Purchasing Service and Contacting Dell for Service

Customers have options to cover either 5%, 10%, or 15% of the Chromebooks or Latitude systems being purchased. Coverage can be purchased in 1-year, 2-year, 3-year, 4-year, and 5-year (Latitude Series only) terms only and must be co-terminus with the Dell hardware warranty being purchased. The Service can be purchased through coordination with your Dell hardware and services sales teams.

Additionally, Comprehensive Hardware Support can be purchased using incident packs to add coverage to any of your existing Dell Education Chromebooks or Latitude systems which are still in warranty. This includes Chromebooks which are under 4 years old and Latitude systems which are under 5 years old.

When you contact Dell Technical Support for service, a Dell technician will ask for the following information:

- Customer Name
- Customer Number
- System Service Tag
- Information about what you believe is wrong with the system (i.e. broken LCD, failed motherboard, broken keyboard, needs new battery)

Dell Technical Support is available 7 days a week, 7 a.m. to 12 a.m. Central Standard Time, 365 days a year. To receive Service, Customer must confirm that Customer (a) has full access to the hardware that is the basis of the problem, and (b) has completed a back-up of any software or data that may be impacted by the Supported Product.

Self-Dispatch Support Programs

For Customers enrolled in the TechDirect program, Qualified Comprehensive Hardware Support Incidents may be handled by certified Customer technicians through the submission of a service request through the self-dispatch feature of TechDirect in accordance with the TechDirect terms and conditions.

Support Options and Service Availability

After contacting Dell for service, Dell will send you a box and prepaid shipping label for you to package and send your product to Dell for repair. Dell will diagnose and repair your system. Parts may include but are not limited to:

Hard Drives (SATA) Solid State Drives (SSDs) Motherboards LCD Screens Processors Memory Batteries Network & Graphics cards

DVD and Blue Ray Drives Keyboards

Services

Dell may determine, in its sole discretion, that Dell is not able to repair your Supported Product. Additionally, if it is determined that your Supported Product is beyond economical repair, we will deduct one of your repair incidents and provide a replacement unit. Beyond economical repair is defined as unrepairable damage to the motherboard and the LCD and at least two of the following items: keyboard, CPU, DIMM/RAM, HDD/SSD, network card, base frame, palmrest, touchpad, and LCD back cover. If we decide that it is necessary to replace the Supported Product rather than repair it, you will receive a Supported Product equivalent to or better than the Supported Product you originally purchased from us, as determined by us in our sole and reasonable discretion.

Failure rates of your Supported Products and all components within are constantly monitored. For customers with a history of high incident rates, Dell reserves the right to require such customers to work with Dell to reduce the number of incidents and/or deny requests to continue to purchase this Service.

Important information about returning products to Dell for repair: Upon receipt of the shipping supplies, you must package the product in the material provided and call the carrier designated on your shipping instructions to arrange a pickup time. As long as you follow our shipping instructions, we will pay standard shipping charges for shipping the product in for repair and for shipping it back to you if you use an address in the United States (excluding Puerto Rico and U.S. possessions and territories) or in Canada (in respect of systems registered in Canada). Otherwise, we will ship the product to you freight collect.

NOTE: Before you ship the product(s) to us, make sure to back up the data on the hard drive(s) and any other storage device(s) in the product(s). You are responsible for removing any confidential, proprietary or personal information and removable media such as SIM cards, DVDs/CDs, or PC Cards regardless of whether a technician is also providing inhome or onsite assistance. You may also need to remove peripherals such as keyboards, monitors, mice and printers. Any additional hardware device you've installed on your computer should also be removed prior to the technician performing the service. An example would be additional memory. Dell is not responsible for any of your confidential, proprietary or personal information; lost or corrupted data; data or voice charges incurred as a result of failing to remove all SIM cards; or damaged or lost removable media. Please, only include the product components requested by the phone technician. See Customer Responsibilities section below.

Parts and Part Returns

Parts used for the repair, under any of the above listed service options, may be new or refurbished. All replaceable parts come with a limited 90-day warranty. If the replaced part fails or causes your computer to fail, we will repair your computer at no additional cost. For additional information on parts warranty visit <u>Dell Limited Hardware</u>. <u>Warranty (www.dell.com/warranty)</u>.

You must return the defective parts or products to Dell. If the original product has been mailed to Dell for repair, Dell will keep the defective parts or products. If you choose onsite service, your In-Home/On-Site technician will send the returned parts or products to Dell. If you do not relinquish the defective items to the technician or return the defective items to Dell within 10 days from the receipt of the replacement part or product additional fees will apply. If your system is in-warranty or covered by a Dell service contract and you purchased this Service to receive support that is

beyond the scope of the warranty or service contract applicable to your Supported Product, failure to relinquish or return the part or product being replaced within 10 days may result in suspension or termination of your warranty and/or service contract.

Order Number

Customer's right to receive support is not transferable, and customer must maintain the confidentiality of the order number provided by Dell in connection with these Services. **Dell is not responsible for unauthorized use of a Customer's contract or order number**.

General Customer Responsibilities

Authority to Grant Access. Customer represents and warrants that it has obtained permission for both Customer and Dell to access and use the Supported Products, the data located thereon, and all hardware and software components included therein, for the purpose of providing these Services. If Customer does not already have that permission, it is Customer's responsibility to obtain it, at Customer's expense, before Customer asks Dell to perform these Services.

Cooperate with Remote Diagnosis, Phone Technical Agent and On-site Service Technician. Customer will cooperate with and follow the instructions given by Dell or its agents, including during remote diagnosis or onsite support. Experience shows that most product problems and errors can be corrected remotely as a result of close cooperation between the user and the technician.

Maintain Software and Serviced Releases. Customer will maintain software and Supported Products at Dellspecified minimum release levels. Customer must also ensure installation of remedial replacement parts, patches, software updates or subsequent releases as directed by Dell in order to keep the Supported Products eligible for this Service.

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

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

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

Customer understands and agrees that under no circumstances will Dell be responsible for any loss of software, programs, or data, even if technicians have attempted to assist Customer with their backup, recovery, or similar

services. Any such assistance is beyond the scope of any Dell warranty and this Service Description. The assistance is provided in Dell's sole discretion and without any guarantee or warranty of any kind. Neither does Dell provide any guarantee or warranty of any kind with respect to any third-party product that a technician may use in assisting Customer.

Important Additional Information

Term. The Service is provided on an annual basis for the 5% or 10% coverage model purchased. If all repairs are used prior to the agreement end-date, the agreement is terminated as of that date, and Customer may elect to purchase addition Services under a new agreement.

Claims of Confidentiality or Proprietary Rights. Customer agrees that any information or data disclosed or sent to Dell, over the telephone, electronically or otherwise, is not confidential or proprietary to Customer.

Not Transferable. The Service is not transferable and is valid for only one user. Customer may not use the Service in connection with a service bureau or any other distributing or sharing arrangement, on behalf of any third parties or with respect to any hardware or software not personally owned by the Customer. Dell reserves the right to suspend or terminate the Service if Dell, in its sole discretion, determines that the Service is being misused, being used by any person other than Customer, or being used in breach of this Agreement.

Payment. Customers must pay prior to receiving the Service.

Out of Scope. The Service does not cover, and Dell is not obligated to provide any services not expressly described in this Service Description. In addition, in the course of providing the Service, Dell may determine that the issue is beyond the scope of the Service. Dell may use commercially reasonable efforts to refer Customer to the appropriate alternative resource; however, Dell will not transfer Customer directly to an alternate resource. Customer acknowledges that Dell may not be able to diagnose or solve Customer's particular problem.



Dell Services Terms & Conditions

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

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

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

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

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

By placing your order for the Services, receiving delivery of the Services, utilizing the Services or associated software or by clicking/checking the "I Agree" button or box or similar on the Dell.com website in connection with your purchase or within a Dell software or Internet interface, you agree to be bound by this Service Description and the agreements incorporated by reference herein. If you are entering this Service Description on behalf of a company or other legal entity, you represent that you have authority to bind such entity to this Service Description, in which case "you" or "Customer" shall refer to such entity. In addition to receiving this Service Description, Customers in certain countries may also be required to execute a signed Order Form.



General Terms and Conditions for all Warranty-Related Supported Products Purchased under a Dell Master Sales Agreement

Supported Products. This Service is available on supported products which includes select Dell OptiPlex[™], Latitude[™], Venue[™], Inspiron[™], Precision[™], Vostro[™], XPS[™], Gateway Edge, Embedded PCs and Dell Wyse[™] ("**Supported Products**"). Supported Products are added regularly, so please contact your sales representative for the most up-to-date list of Services that are available on your Dell or non-Dell products. Each Supported Product is tagged with a serial number (the "**Service Tag**"). A separate service agreement must be purchased by Customer for each Supported Product. Please refer to the Service Tag on your Supported Product when contacting Dell for this Service.

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

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

Whole Unit Replacement; Failure to Return; Service Part Ownership. If Dell determines that a component of the defective Supported Product is one that is easily disconnected and reconnected (such as a keyboard or monitor), or if the analyst determines that the Supported Product is one that should be replaced as a whole unit, Dell reserves the right to send Customer a whole replacement unit. If Dell delivers a replacement unit to Customer, Customer must relinquish the defective system or component thereof to Dell, unless Customer has purchased "Keep Your Hard Drive" for the affected system, in which case Customer may retain the respective hard drive(s). All Dell service parts removed from the Supported Product and/or whole units returned to Dell become the property of Dell. Customer must pay Dell at the then-current retail price for any service part or whole unit removed from the Supported Product which are retained by Customer (except for hard drives from Supported Products covered by "Keep Your Hard Drive" service) if Customer has received replacement parts from Dell. If Customer does not relinguish the defective system or component to Dell as required above, or if the defective unit is not returned within ten (10) days in accordance with written instructions provided with the replacement unit (in the event the replacement unit was not delivered in person by a Dell technician), Customer agrees to pay Dell for the replacement unit upon receipt of invoice. If Customer fails to pay such invoice within ten (10) days after receipt, in addition to any other legal rights and remedies available to Dell, Dell may terminate this Service Description upon notice. Dell uses and Customer expressly authorizes the use of new and reconditioned parts made by various manufacturers in performing warranty repairs.

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

Term of Service. This Service Description commences on the date listed on your Order Form and continues through



the term ("**Term**") indicated on the Order Form. As applicable, the number of systems, licenses, installations, deployments, managed end points or end-users for which Customer has purchased any one or more Services, the rate or price, and the applicable Term for each Service is indicated on Customer's Order Form. Unless otherwise agreed in writing between Dell and Customer, purchases of Services under this Service Description must be solely for Customer's own internal use and not for resale or service bureau purposes.

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. If your Supported Product is not located in the geographic location that matches the location reflected in Dell's service records for your Supported Product, of if configuration details have been changed and not reported back to Dell, then Dell must first re-qualify your Supported Product for the support entitlement you purchased before applicable response times for the Supported Product can be reinstated. Service options, including service levels, technical support hours, and on-site response times will vary by geography and configuration, and certain options may not be available for purchase in Customer's location, so please contact your sales representative for these details. Dell's obligation to supply the Services to relocated Supported Products is subject to various factors, including without limitations, local Service availability, additional fees, and inspection and recertification of the relocated Supported Products at Dell's then-current time and materials consulting rates. For EMEA customers, unless stated otherwise in this Service Description or the Agreement, on-site service is available up to a distance of 150 kilometers from nearest Dell Logistics location (PUDO or Pick-Up/Drop-off location). Please contact your sales representative for more information about availability of on-site service in EMEA.

Transfer of Service. Subject to the limitations set forth in this Service Description, Customer may transfer this Service to a third party who purchases Customer's entire Supported Product before the expiration of the then-current Term, provided Customer is the original purchaser of the Supported Product and this Service or Customer purchased the Supported Product and this Service from its original owner (or a previous transferee) and complied with all the transfer procedures available at www.support.dell.com. A transfer fee may apply. Please note that if Customer or Customer's transferee moves the Supported Product to a geographic location in which this Service is not available (or is not available at the same price), Customer or Customer's transferee may not have coverage or may incur an additional charge to maintain the same categories of support coverage at the new location. If Customer or Customer's transferee chooses not to pay such additional charge, the Service may be automatically changed to categories of support which are available at such price or a lesser price in such new location with no refund available.

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