

Service Description

Dell APEX PC as a Service (PCaaS)

Introduction

Dell is pleased to provide Dell APEX PC as-a-Service (“PCaaS” or the “Service(s)”) in accordance with this Service Description (“Services Description”). PCaaS comprises a combination of hardware, software and services aggregated into a financing solution delivered at a single price per seat per month. PCaaS has a flexible structure that allows Customers (as defined later herein) to tailor the right type of hardware, software, and level of services to their environment. In addition to providing flexibility when choosing hardware, software, and services, PCaaS will provide flexible financing through a separate agreement with Dell Financial Services (DFS) (the “DFS Agreement”). The flexible financing¹ options set forth in the DFS Agreement are available for review upon request.

The quote, order form or other mutually agreed upon form of invoice or order acknowledgment (as applicable, the “Order Form”) will include the name of the Service(s) and available service options that Customer has purchased. This Service Description describes all of the respective obligations and responsibilities of Dell and Customer related to the Service, including any other applicable services. For additional assistance or to request a copy of service contract(s), contact Dell technical support or a Dell sales representative.

Scope of Services

PCaaS includes a collection of hardware, software, services which addresses deployment, support, management, and asset recovery. These Services will have unique associated service descriptions posted on www.dell.com/servicecontracts/global. Customer has the option to select the level of these services to best match the Customers’ personal computer (PC) lifecycle needs. Some of the service options selected may require the execution of a statement of work (SOW) that will provide additional detail associated with the delivery of a specific service.

¹ Some deployment options, including versions of ProDeploy are not applicable for Dell Latitude Chrome Enterprise devices.

Financing Options

The financing portion of PCaaS will offer three optional features that improve flexibility for the Customer and differentiate from a typical hardware fair market lease agreement.

Flex-Up – This feature allows the Customer the ability to add units (PCs) at any time within the term of the original DFS Agreement. Flex-Up requires a new purchase order (PO) and schedule and cannot be co-terminus with the original DFS Agreement. By way of example, if Customer added 500 new PCs midway through a 36-month DFS Agreement, the 500 new PCs would have a new, standalone commitment of an additional 36 months.

Flex-Down – This feature allows the Customer the ability to reduce the overall number of units (PCs) under contract by a predetermined amount without penalty or fees, keeping the price per unit per month consistent throughout the term of the DFS Agreement. This option can only be exercised after the mid-point of the corresponding DFS Agreement (e.g., after month 18 during a 36-month term). The percent that the Customer is able to Flex-Down must be established at the time the DFS Agreement is signed and will be specified in the DFS Agreement. DFS will also require a minimum length of term that the Customer must commit to prior to executing any Flex-Down of units. Such minimum term will be set forth in the DFS Agreement. Flex-Down is not available in all countries. Dell APEX PCaaS is available in 50+ countries across North America, EMEA, and APJ. All financing flexibility may not be available in all countries. Contact your Dell Financial Services Representative for details.

Mid-Term Upgrade – This feature is a combination of Flex-Up and Flex-Down. Mid-Term Upgrades must be determined at the beginning of the DFS Agreement and follow the same rules as set forth above (e.g., Customer decides to Flex-Up, the Flex-Up rules above still apply). Notwithstanding the foregoing, and as previously noted, Flex-Down is not available in all countries. Dell APEX PCaaS is available in 50+ countries across North America, EMEA, and APJ. All financing flexibility may not be available in all countries. Contact your Dell Financial Services Representative for details.

PCaaS Services Delivery Manager (for Customers with 300 or more PCaaS units)

Each Customer who meets the unit minimums (set forth below), will have a PCaaS Services Delivery Manager (SDM) assigned to their account. The SDM will be the contact for the Customer or Customer-Appointed Partner (as defined later herein) for all things related to the Service. The SDM will oversee a collection of PC lifecycle projects based on associated-service description(s) and/or SOW(s) to improve the Customer's overall PC lifecycle experience from Dell.

Minimum Requirements:

- 1) 300 PCs leased within 90 days following the acquirement of the Service: and
- 2) A minimum service duration of 12 months.

If Customer fails to meet either of the minimum thresholds listed above, the SDM may be removed in Dell's sole discretion. Notwithstanding the foregoing, Dell may, in its sole discretion, elect to waive enforcement of the unit minimum to allow Customer to restore its unit minimum(s) beyond 90 days, however, such waiver does not prohibit Dell from enforcing these unit minimum requirements at any future date.

The availability of the SDM service is Monday – Friday, excluding holidays, during normal Business Hours (as defined later herein). “Business Hours” are defined by the location where the SDM resides and may vary by region and country. After-hours support may be performed by other resources at Dell’s discretion. The location of the SDM will be assigned during on-boarding based on the Customer’s preferred service area and staffing availability.

PCaaS SDM Areas of Assistance

Described in this Section, are certain phases, milestones, and activities the SDM will oversee, facilitate, and/or coordinate as set forth in this Service Description, other applicable service description(s) and/or executed SOW(s).

Onboarding/Kickoff Phase

- Facilitate and lead kickoff meeting:
 - Review and confirm Customer requirements and service description(s)/SOW(s)
 - Identification/introduction of PCaaS points of contact and stakeholders
 - Review the PCaaS lifecycle process
- Establish program governance and rules of engagement
- Oversee and confirm Dell online and self-service tools onboarding (e.g., TechDirect, MyDFS, SupportAssist, etc.)

Transitioning Phase

The objectives of the transitioning phase are to design, build, and implement a repeatable PCaaS configuration, deployment, and asset recovery solution based on this Service Description, other applicable service description(s) and/or executed SOW(s). Key milestones and activities include:

- Oversee PC lifecycle projects, including:
 - Imaging, configuration, and factory services
 - Deployment planning and execution services
- Provide order visibility and status reporting
- Provide executive summary (e.g., status, high-level milestones, risks, issues, actions, etc.)
- Assist with Flex-Up, Flex-Down, and Mid-Term upgrade planning (as required)
- Assist with end of term asset recovery and refresh planning

Steady State Phase

Following the transitioning phase, the program moves into steady state. During the steady state phase, the SDM will coordinate and facilitate PCaaS status and governance meetings on a monthly or quarterly basis (or a mutually agreed upon by the parties). Key milestones and activities include:

- Provide PCaaS executive summary (e.g., status, high-level milestones, risks, issues, actions, etc.)
- Report of PCaaS asset status and disposition (volume, location, end of term, etc.)

- Customer provided PCaaS hardware forecast
- Commercially reasonable efforts for incident, dispatch, and warranty summary reporting³

End-of-Term Phase

During the end-of-term phase, the SDM will coordinate and facilitate asset recovery and refresh activities based on asset recovery services and the end of term plan. Key milestones and activities include:

- Provide asset list to Customer or partner for end-of-term planning
- Assists with the scheduling of data wipe and asset recovery for the Customer where applicable
- Coordinates with the asset recovery team to execute the data wipe and recovery and provides the sanitization certificate

Customer Responsibilities

- Assign an individual who will serve as the PCaaS single point of contact and be responsible for working with the SDM to facilitate PCaaS activities
- Notify Dell as soon as reasonably possible if there are any changes to the planned unit minimum, delays, and changes to the Services
- Provide PCaaS hardware asset forecast on an agreed upon cadence
- Provide notification and status update on Services performed by the Customer or third-party vendor on PCaaS assets
- Asset tracking and reporting of PCaaS assets not leased through DFS or DFS affiliated partner
- Asset tracking and reporting of PCaaS assets purchased from a third party
- Obtain or provide approvals and signoffs of key milestone deliverables within an agreed upon timeframe
- Provide the necessary documentation, access to subject matter experts, and other resources, as reasonably requested by Dell and as reasonably appropriate, in a timely fashion to facilitate PCaaS services

Service Exceptions

- The provision of the Services does not include the development of any intellectual property created solely and specifically for the Customer
- PCaaS may not be available or varies by geographic location and region. Customer should consult with Dell sales or the SDM for location and region-specific availability, limitations, and variations
- For multinational Customers, a regional SDM may be assigned to assist with in-region SDM activities

³ If support services include ProSupport Plus, see ProSupport Plus Service Description.

- Additional SDM dependencies:
 - Only applies to Dell-provided services and does not include services purchased and provided by a third party
 - Only applies to financed assets leased through DFS or DFS affiliated partners (Contact your DFS representative)
 - May vary depending on Dell's in-country operations, and the availability of various services
- Services not provided by the SDM:
 - Quoting or selling of products and services
 - Direct end user communications / liaising
 - Technical support, troubleshooting, or diagnostic activities (see support level service contract)
 - Services on non-PCaaS assets
 - Any other services not specifically set forth in this Service Description

Dell Services Terms & Conditions

This Service Description is entered between you, the Customer or Customer Appointed Partner (“you” or “Customer” or the Customer Appointed Partner), and the Dell entity identified on your invoice for the purchase of this Service. This Service is provided subject to and governed by Customer or Customer Appointed Partner separate signed master services agreement with Dell Financial Services 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 below 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 from Dell	
	Customers Purchasing Directly From Dell	Customers Purchasing Through an Authorized Dell Reseller
United States	http://www.dell.com/CTS	http://www.dell.com/CTS
Canada	www.dell.ca/terms (English) http://www.dell.ca/conditions (French-Canadian)	www.dell.ca/terms (English) http://www.dell.ca/conditions (French-Canadian)
Latin America & Caribbean Countries	Local http://www.dell.com country-specific website or http://www.dell.com/servicesdescriptions/global	Local http://www.dell.com country-specific website or http://www.dell.com/servicesdescriptions/global
Asia-Pacific-Japan	Local http://www.dell.com country-specific website or http://www.dell.com/servicesdescriptions/global	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 http://www.dell.com country-specific website or http://www.dell.com/servicesdescriptions/global In addition, customers located in France, Germany and the UK can select the applicable URL below: France: http://www.dell.fr/ConditionsGeneralesdeVente Germany: http://www.dell.de/Geschaeftsbedingungen UK: http://www.dell.co.uk/terms	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 <http://www.dell.com> website by simply accessing <http://www.dell.com> 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 <http://www.dell.com/content/public/choosecountry.aspx?c=us&l=en&s=gen>.

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/servicesdescriptions/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 Service(s), receiving delivery of the Service(s), utilizing the Service(s) 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.

Privacy: Dell will treat any personal information collected under this Service Description in accordance with the applicable jurisdiction's Dell Technologies Privacy Statement, all of which are available at <http://www.dell.com/localprivacy> and each of which is hereby incorporated by reference.

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, whether remotely or in-person, Customer-owned or licensed software, hardware, systems, 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.

Non-solicitation

Customer will not, without Dell's prior written consent, for a period of two years from the end of the term listed on your Order Form, directly or indirectly, solicit for employment any Dell employee (or third-party service provider employee performing Services on behalf of Dell) with whom you have come in contact in connection with Dell's performance of the Service; provided, however, that general advertisements and other similarly broad forms of solicitation will not constitute direct or indirect solicitation hereunder and you are permitted to solicit for employment any employee that has been terminated or has resigned his or her employment with Dell prior to the commencement of employment discussions with you.

Customer Cooperation

Customer understands that without prompt and adequate cooperation, Dell will not be able to perform the Service or, if performed, the Service may be materially altered or delayed. Accordingly, Customer or **Customer Appointed Partner** will promptly and reasonably provide Dell with all cooperation necessary for Dell to perform the Service. If Customer does not provide reasonably adequate cooperation in accordance with the foregoing, Dell will not be responsible for any failure to perform the Service and Customer will not be entitled to a refund.

On-site Obligations

Where Services require on-site performance, Customer will provide (at no cost to Dell) free, safe and sufficient access to Customer's facilities and environment, including ample working space, electricity, safety equipment (if applicable) 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 system does not already include these items.

Data Backup

Customer will complete a backup of all existing data, software and programs on all affected systems prior to and during the delivery of this Service. 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.

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;**
- **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.

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 makes changes to the hardware or software. Customer will 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 Services may have on those warranties.