



Service Description

Dell Lifecycle Hub

Introduction

Dell is pleased to provide Dell Lifecycle Hub (“LCH”) service (the “Service(s)”) in accordance with this Service Description (“Service Description”). Your 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 you purchased. This Service Description commences on the date listed on your Order Form and continues through the term (“Term”) indicated on the Order Form. For additional assistance or to request a copy of your service contract(s), contact technical support or your sales representative. Certain defined terms will be defined in the glossary Section of this Service Description, the context in which they are used or, in some instances, in the context of a later Section in this Service Description.

The Scope of This Service

The Service seeks to provide the Customer with device lifecycle management for Customer Entitled Assets and standard peripherals of the service. “Entitled Asset(s)” include serialized assets including Dell-branded and non-Dell-branded desktops, notebooks, tablets and monitors as set forth by the entitled list provided to Dell by the Customer. For the avoidance of doubt, while included in the Service, Entitled Assets do not include, for example: keyboards, mice and other standard computing peripherals. Alternatively, Customers may choose to attach this LCH Service to only the new Dell desktops or notebooks purchased at point-of-sale (“POS”). Please see Table 4 below for additional details.

The Service is provided remotely using Dell standard practices, processes and tools. Key components of the Service are described in Table 1 below:

Table: 1

Service purchased	Key components of the service
Dell Lifecycle Hub	<ul style="list-style-type: none"> • Transition services and onboarding • Account management • Order and request management • Entitlement management • Warehouse management system • Warehouse and inventory management

	<ul style="list-style-type: none"> • Shipping, receiving, and restock / redeploy • Cosmetic refurbishment and repair* • Configuration services
Optional Add-on (must be selected by Customer): Dell Hardware Asset Management	<ul style="list-style-type: none"> • Asset Management toolset • Hardware Asset Management

*Repair through device entitlement

Table 2 below lists each of the elements of the key components of the Service.

Table: 2

Key Component	Elements
Transition Services and Onboarding	<ul style="list-style-type: none"> • Service initiation meeting (kick-off meeting) • Transition milestone plan • Customer completed pre-engagement checklist • Optional in-person Customer environment review • Customer transition of material to LCH • Persona user group setup • Virtual tour of LCH facility • Customer ticketing system integration
Account Management	<ul style="list-style-type: none"> • Forecast and demand planning • Billing • Performance tracking • Escalation management • End-to-End governance (e.g., status meetings, stakeholder meetings)
Order and Request Management	<ul style="list-style-type: none"> • Coordinate seedstock device ordering • Ongoing new device order fulfilment • Service request fulfilment based on user personas
Warehouse Management System	<ul style="list-style-type: none"> • Tracking capabilities of orders via standard B2B integration between Customer and Dell
Warehouse and Inventory Management	<ul style="list-style-type: none"> • Store serialized assets and consumables • EOL refreshes and facilitate disposition • Track Entitled Assets inside Dell LCH • Provide ongoing reports of on-hand Entitled Asset data
Entitlement Management	<ul style="list-style-type: none"> • Administration and servicing of Entitled Assets in the Customer's end-user environment and at LCH Hub

Shipping, Receiving, & Re-stock / Re-deploy	<ul style="list-style-type: none"> • Receive Entitled Asset and peripherals into LCH • Quick Test • Certified Data wipe • Accessory sort and reuse • Restock returned Entitled Assets and/or peripherals • Reconfigure a device to a new user • Order consolidation • Kit required components and pack • Ship Entitled Asset and/or peripherals
Cosmetic Refurbishment and Repair	<ul style="list-style-type: none"> • Clean, wipe down, buff and remove small dents and scratches. • Repair broken unit to working condition based on entitlement
Configuration Services	<ul style="list-style-type: none"> • Dedicated connected configuration • Windows autopilot pre-provisioning • Simple BIOS • Asset Re-tagging
Optional Add-on (must be selected by the Customer): Hardware Asset Management (HAM)	<ul style="list-style-type: none"> • Asset discovery and data normalization • Asset lifecycle tracking • Asset reporting

Detailed Description

Transition Services and Onboarding

Transition Services facilitates implementation of the Services in scope documented in this Service Description. A joint Transition Team will be appointed by the parties to manage the Transition. The Transition Team will meet regularly during the Transition Period to develop and update the approved Transition Milestone Plan and enable appropriate implementation to agreed schedules.

Each Party will appoint an individual Transition Manager who will be responsible for overseeing the completion of their respective Transition responsibilities and coordinating activities with the other Party. The Transition Managers will be responsible for establishing their respective Transition Teams and will possess the authority to make decisions on behalf of their company with respect to the Transition. The Transition Team will be comprised of Customer and Dell representatives from the functional disciplines needed to accomplish the Transition and address issues including, but not limited to, business management, Dell management and procurement, security and information protection, human resources, communications, facilities, and service management.

The Transition Managers will establish the mechanisms for accomplishing Transition, including schedules, communications protocols, a change control process for the Transition Milestone Plan, and an escalation process for critical transition problem identification and resolution.

Transition Services will commence within approximately 14 days following the purchase of the Service. Dell solution is based on approximately a 3-month Transition Period depending on the configuration services selection.

For the Transition Service, Dell will create a Transition Milestone Plan with input and approval from Customer. The Transition Milestone Plan will include at a minimum:

- The milestones, including the major activities and the dates by which such major activities shall be completed;
- The specific objective(s) and acceptance criteria of each milestone of the Transition Milestone Plan;
- High-level information on the resources required to complete the Transition Services;
- The Parties' Transition responsibilities with respect to the Transition and the schedules for performing such responsibilities; and
- During Transition, the Parties will mutually agree upon the level of access and tools required and process for conveying such rights to the above tools.

Dell Responsibilities (Transition Services)

In the delivery of Transition Services, Dell shall have the following responsibilities:

- Assign an individual who will serve as the single point-of-contact and be responsible for working with the Customer Transition Manager to facilitate the transfer of Services to Dell;
- Provide the resources necessary to perform its responsibilities set forth in the Transition plan and accomplish a seamless transition with minimal disruption to Customer operations;
- Provide orientation to the Transition Team members, throughout the Transition Period, regarding the Transition Management approach and the Transition Milestone Plan, including responsibilities, deliverables, and schedules;
- Develop and maintain, with Customer's assistance and approval, the detailed Transition Milestone Plan;
- Provide regular Transition Milestone Plan updates and status to Customer consistent with agreed upon processes;
- Identify fall back and contingency plans to mitigate risk.

Customer Responsibilities (Transition Services)

In the provision of Transition Services, Customer shall have the following responsibilities:

- Assign an individual who will serve as the single point of contact and be responsible for working with the Dell Transition Manager to facilitate the transfer of Services to Dell;
- Provide input as required and approve the Transition Milestone Plan including the criteria for Transition priorities and acceptance;
- Provide approvals and signoffs of key milestone deliverables within specified timeframes as outlined in the Transition Milestone Plan;
- Provide current documentation related to the Transition (e.g., Customer's third-party supplier information, Customer service location data, existing operational processes and procedures, systems documentation, configuration documentation);
- Provide technical points-of-contact with working knowledge of the systems and components to be considered during the Services. Dell may request that meetings be scheduled with contacts;

- Provide access to technical and business points of contact and required data/information for matters related to the scope of Service within specified timeframes as outlined in the Transition Milestone Plan;
- Participate in testing required for the transition of the Services as specified in the approved Transition Milestone Plan;
- Provide development resources for integration with Dell Integration and Orchestration Platform and develop necessary workflow on status messaging and shipment notification
- Approve the exit criteria for determining the completion of Transition of the Services;
- Produce and distribute all Customer end user communications, training materials, reference guides, and other necessary documents to introduce the new services and related processes to the Customer's organization;
- Provide the necessary documentation, access to systems, access to subject matter experts, and other resources, as reasonably requested by Dell and as reasonably appropriate, in a timely fashion to facilitate the transfer of the Services from the Customer to Dell;
- Before the kick-off meeting, Customer will supply all documentation and processes required to gain access to the Customer environment, including but not limited to user IDs, physical access, and systems access;
- Before the kick-off meeting, Customer will specify any additional requirements, such as nondisclosure agreements or specialized background check requirements, for Dell resources supporting the Services;
- Customer shall provide hardware persona definition as per the format provided by Dell;
- Provide a list of Entitled Assets (Dell and/or multivendor) currently deployed in Customer environment; and
- Customer shall ship Entitled Assets and/or peripherals that are not in Customer's end-user environment to LCH facility, within 30 calendar days before AOS.

Account Management

In the delivery of the Services, each Party shall assign a single point of contact Customer Delivery Executive (the "CDE") to serve as the lead for each Party. The CDE for Dell and the CDE for the Customer establish the expectations for interaction between Customer and Dell. The objectives of this governance include:

- a) commitment to collaborative relationships;
- b) acknowledgment and understanding of performance requirements;
- c) timely reporting on performance metrics;
- d) prompt correction and elimination of problems.

Dell Responsibilities (Account Management)

- CDE will serve as a central point of contact for all service delivery issues;
- Manage Dell's tasks, project resources, and coordinate activities with Customer;
- Conduct mutually agreed meetings with Customer to communicate roles, responsibilities, review assumptions, and schedule activities. These meetings include organizing regular operational reviews, business reviews, and performance reviews covering activity, performance metrics, and active issues;
- Use standard industry-recognized project management tools and methodologies;
- Employ a regular reporting mechanism to identify project tasks, next steps, and potential problems;

- Make any changes associated with the project in compliance with the Change Management process;
- Track and manage program level issues or problems as they are reported to the CDE from each of the installed program functions, the service delivery team, or from the Customer;
- Maintain a log of active issues highlighting responsibilities for Dell and Customer;
- Manage the escalation of issues between Dell and Customer;
- Use reasonable efforts to provide a response for escalation of issues within twenty-four (24) hours; and
- Should the CDE become unavailable due to personal reasons, voluntary resignation, dismissal, or suspension from employment, Dell will use all commercially reasonable efforts to fill the position within thirty (30) business days.

Customer Program Management Responsibilities (Account Management)

Customer will perform the following activities:

- Provide reasonable assistance, cooperation, timely decisions and support in connection with the provision of the Services by Dell;
- Obtain all consents, approvals, and licenses for the use of Customer-provided software required by Dell, Customer suppliers, and licensors that are reasonably necessary to support or permit the provision of Services under this Service Description;
- Manage the escalation of issues between Dell and Customer;
- Use reasonable efforts to provide a response for escalation of issues within twenty-four (24) hours;
- Provide lead for assistance with reporting, billing, and change management issues;
- Coordinate the scheduling of Customer resources reasonably required for the provisioning of Services as mutually agreed by the Parties during the Transition to complete the Transition activities and as reasonably necessary during the Term; scheduled resources may include, but are not limited to, the Customer site contact and other resources;
- Provide a contact for resolution of any technical issues that may arise about the network, devices, and any software application. The Customer's CDE will supply Dell with a list of contacts dependent on the type of issue that may arise;
- Provide local admin and network access rights that will allow Dell the ability to perform the activity per Customer security policies and procedures. Before distribution of passwords, Dell will confirm to Customer that the technicians have completed the required security processing as required by Customer. During Transition, the Customer will provide Dell with its security policies that Dell resources will comply with while on the Customer network. Dell will be given a reasonable opportunity to review such policies and identify if there is any impact to its ability to perform the Services as stated herein. Any required changes will be mutually agreed upon in accordance with the Change Management procedures;
- Provide Dell CDE with a minimum of 72 hours' notification of changes to the environment or processes that will affect Dell's ability to perform activities outlined in this Service Description; and
- During Transition, the Parties will mutually agree upon the level of access and tools required and process for conveying such rights to the above tools.

Order and Request Management

Dell Responsibilities (Order and Request Management)

- Coordinate with Customer new order fulfillment to fulfill LCH inventory levels for Entitled Assets with key peripherals;
- Coordinate with Customer to re-order Entitled Assets based on forecasting and Customer needs with support from Dell account management team; and
- Fulfill service requests for new or used Entitled Assets based on user personas through Customer ITSM request system integrated with Dell Integration Orchestration Platform (IOP).

Customer Responsibilities (Order and Request Management)

- Customer ITSM must connect to Dell-provided system endpoint to send service requests to Dell and receive updates from Dell.

Warehouse Management System

Provide Customer access to data and tracking capabilities of service requests via standard B2B integration between Dell systems and Customer systems. This includes the ability to track by service request, service tag, air waybill. WMS provides data for the tracking of equipment within the warehouse including service request, service tag, air waybill and other required data fields, as per Dell's standard Integration API.

Dell Responsibilities (Warehouse Management System)

In the provision of warehouse management, Dell shall have the following responsibilities:

- Provide service request intake via Dell / IOP functionality;
- Provide access to IOP via Internet.

Customer Responsibilities (Warehouse Management System)

- Provide resources to perform data mapping of Customer data to Dell request management systems as required;
- Provide internet access to Dell for Customer data transmission.

Warehouse and Inventory Management

Dell will provide inventory management for the Entitled Assets for the storage, provisioning, repair, distribution, and facilitate disposition¹ of Customer owned Entitled Assets.

In the delivery of inventory tracking and reporting, Dell shall have the following responsibilities:

- Store serialized assets and consumables;
- EOL refreshes and facilitates disposition;
- Track Entitled Assets inside Dell LCH;
- Provide ongoing Entitled Asset data to Customer and DFS for Entitled Asset lease initiation;
- Provide weekly Entitled Asset status reports to Customer.

¹ This LCH Service does not include asset recovery services. Customer can purchase Dell Asset Recovery Service as an add-on service. LCH will help facilitate to prepare device for disposition.

Dell Responsibilities (Warehouse and Inventory Management)

- Receive Entitled Assets and/or peripherals from freight carrier;
- Resolve any discrepancies regarding Entitled Asset received and bill of lading;
- Inform Customer of any Unentitled Asset received;
- Track inventory information in Dell WMS;
- For Entitled Asset received from Customer end users:
 - Open shipping box;
 - Clean exterior of Entitled Asset;
 - Screen the Entitled Asset for any physical damage and/or missing components and document, as necessary;
 - For defective or damaged Entitled Asset, perform services explained in Cosmetic Refurbishment and Repair section in this service description; and
 - Test the Entitled Asset for functionality.
- Provide Storage Services as follows:
 - a) Warehouse new or re-deployable Entitled Asset received for Customer for 90 calendar days (Warehousing Period) from the date received by Dell LCH facility;
 - b) Warehousing of EOL / non-reusable Entitled Assets is limited to the total space occupied by three pallets before Customer must arrange pickup by disposal vendor of choice;
 - c) Notification to Customer of status of EOL/non-reusable equipment pallet space reaching capacity;
 - d) Provide aging reports on Customer's inventory as a means for Customer to plan equipment shipments and future orders;
 - e) Extend Warehousing Period for no more than a single, 30-calendar day period upon receipt of extension request(s) from Customer;
 - f) Dell will ship and reserves the right to charge Customer for additional LCH tasks required to ship products that remain past the Warehousing Period and any approved extensions.
- For new Dell Entitled Assets purchased by Customer, store such Entitled Assets until required by Customer subject to:
 - a) Takeback or restocking of new Dell Entitled Assets after delivery to the LCH (only permitted within first 30 calendar days after delivery to the LCH);
 - b) For new Dell Entitled Assets, warranty support entitlement will commence at the time of shipment from the factory;
 - c) Dell reserves the right to charge Customer extended warehousing fees for new inventory aged over 90 calendar days. For EU, new Dell Entitled Assets cannot be stored for more than 90 calendar days;
 - d) If a new device is leased through Dell Financial Services (DFS), the commencement of the lease for the Dell Entitled Assets will be dictated by the terms of the DFS lease.
- Provide weekly data to support standard electronic reporting of on-hand inventory and status of inventory at the LCH.

Customer Responsibilities (Warehouse and Inventory Management)

- Ship to Dell, at Customer's expense, pre-existing, inactive Entitled Asset and/or peripherals intended to be redistributed by Dell, and notify Dell in advance of such shipments;
- Provide accurate Entitled Assets and/or peripherals volume projections to Dell at least monthly;
- Provide all stock necessary in advance for Dell to meet volume projections and associated Service Levels in each country of the Service scope;
- Notify Dell as soon as reasonably possible if projections change;
- Assist Dell in the resolution of any discrepancies in received equipment as necessary;
- Coordinate installation and commissioning of imaging and provisioning software, hardware, and network configuration, which will be used by Dell as part of the delivery of the Services;
- Customer and Dell will collaborate to develop and implement an acceptable and centralized configuration management process to standardize and govern Image revisions, imaging procedures, operating procedures, and configuration Bill of Materials (BOM) standards and documentation;
- Provide Warehousing Support:
 - a) Submit in writing, warehouse extension requests no later than two (2) weeks prior to each expiration along with a schedule of planned consumption of inventory included in the request. Maximum Warehousing Period is limited to the initial ninety (90) calendar day period and no more than one (1) extension request for up to thirty (30) calendar days is allowed. The maximum warehousing period (including extension requests) cannot exceed 120 calendar days. For EU, new Dell Entitled Assets cannot be stored for more than 90 calendar days and warehousing extension requests are not applicable;
 - b) Within three (3) business days of Dell's request, provide a Customer receiving address to receive bulk shipments of product that will reach the end of the Warehousing Period and any extensions thereto;
 - c) Respond within three (3) business days of Dell notification of EOL/non-reusable product(s) reaching storage limit and arrange for pickup of such EOL/non-reusable product(s) within one (1) week of Dell notification. If Customer does not follow agreed-upon EOL instructions, Dell has the right to dispose of the Entitled Assets after 90 calendar days;
 - d) Acknowledge delivery for all new products shipped to Customer-provided receiving address;
- Customer agrees not to send equipment to the Lifecycle Hub containing information subject to Legal Hold. Dell can arrange for such equipment to be sent to an alternate Customer location when notified in advance. Customer will immediately notify Dell of Entitled Assets or other materials subject to Legal Hold while in Dell's possession and provide an address for said Entitled Assets or materials to be returned to, at Customer's sole expense.
- Utilize Dell's approved packaging, including but not limited to boxes, filler or shockproof insert materials and spec decal labels;
- Make available timely technical and functional Subject Matter Experts (SME) to collaborate with Dell to establish B2B integration between Customer and Dell's systems. The Dell's Integration and Orchestration Platform is a cloud-native platform. Its purpose is to standardize connectivity across Dell's Managed Services' partner ecosystem; and
- Customers will post pre-defined JSON payloads to Dell IOP RESTful API. Key data will be read from the payload and the Customer/Partner configuration settings read to determine the method to forward the payload to appropriate partner fulfilling that request.

Entitlement Management

Entitlement management ("Entitlement Management") places focus on the administration and servicing of in-scope, reported Entitled Assets in the Customer's end-user environment and at the LCH. However, if

the Customer requires Dell to perform service on assets that are not Entitled Assets under LCH service (“Unentitled Asset”), Dell can offer assistance with commercially reasonable effort, subject to per-event fees.

Dell Responsibilities (Entitlement Management)

In the delivery of program Entitlement Management, Dell shall have the following responsibilities:

- Import Customer-provided data, based on requirements provided by Dell, into Dell’s database(s) initially and when provided with an update;
- If Services are requested on an Unentitled Asset, Dell will notify Customer of request and request authorization of service. If mutually agreed in advance, act on the request via a documented business rule;
- Once authorized, Dell will perform services on the previously Unentitled Asset on a commercially reasonable basis. A discrepancy resolution fee (which includes receipt, consolidation, storage, and hand off) will be charged to initiate Services on Unentitled Assets that are serialized including mobile devices, tablets, etc. This excludes general consumables such as keyboards, mice, headsets, etc.;
- Dell will supply a list of Unentitled Assets, not being immediately retired, for inclusion as Entitled Assets; and Customer will be billed the monthly fees for a minimum of 6 months until such Entitled Asset is removed from entitlement or retired, subject to this Service Description. If Customer purchases the point-of-sale (“POS”) entitlement, please refer to Table 4;
- For Unentitled Assets received by Dell, and the Customer has elected not to change Unentitled Asset to Entitled Asset, Dell will return that Unentitled Asset to Customer, and a discrepancy resolution fee and shipping costs will be charged for the handling of the Unentitled Asset;
- In all cases, Services provided to Unentitled Assets are excluded from service level measurements.
- Customer agrees that Entitled Assets submitted for disposal (not associated with a refresh) are removed from the entitlement list;
- Customer agrees for Entitled Assets sent out for technology refresh that the old Entitled Asset will be sent back to LCH to be prepared for disposition and then be removed from the entitlement list; and
- Customer agrees that Entitled Assets sent back to the LCH and those not sent to disposition will remain on the entitled list.

Customer responsibilities (Entitlement Management)

- Provide data necessary to perform entitlement including serial number/service tag number, EOL date, make, warranty end date and model in an electronic format specified by Dell;
- Provide accurate lists of Entitled Assets, as specified above, within thirty (30) days before the end of transition services and ongoing every month;
- Provide business rules for Dell to reference when encountering an Unentitled Asset fitting certain criteria;
- Respond to Dell requests for direction/authorization on servicing of Unentitled Assets received within 5 business days of notification from Dell; and
- Customer agrees to act in good faith and produce Entitled Asset list to the best of their ability and to actively correct root causes of discovered inaccuracies. Failure to correct ongoing data inconsistencies may be used by Dell to terminate the Service for cause and additionally include termination fees, up to and including payment for the remainder of the Term.

Shipping, Receiving, and Re-stock / Re-deploy

Perform depot logistics, refurbishment, and coordinate repair services at a Lifecycle Hub for Entitled Asset. The services consist of a managed and controlled receipt process of Customer- returned equipment, inspection, screening and diagnosis, repair coordination, and testing. Dell will store equipment for disposal, return ship unsupported equipment to the End User, or place equipment into revolving refurbished inventory.

Dell Responsibilities (Shipping, Receiving, and Re-stock)

- Dell will receive Entitled Asset into the LCH facility with all required information provided via an electronic service request from the Customer's service management system (e.g. ServiceNow) through IOP into the WMS, and electronically transmit acknowledgement of receipt of Entitled Asset to Customer service management system via electronic service request;
- Dell will perform an incoming inspection on received Entitled Asset, and document the results. Dell will document discrepancies and further physically and systematically segregate into a designated hold location, and electronically report to Customer;
- Dell will perform a quick test procedure on returned units to determine if functional failures will impact the ability to complete a full data sanitization for Entitled Asset to be retired;
- Segregate received peripherals and accessories at the point of receipt and send them to a designated screen and sort area. These units will be routed via Dell WMS based on Customer specifications for reuse, resale and/or environmental disposal;
- Functional test and repair coordination of peripherals will be based on agreed Customer requirements which include:
 - HiPot testing of all power cords;
 - Perform testing of and coordinate repair of:
 - Flat panel monitors
 - Docking stations
- Sanitization and environmental disposal of all external storage devices will be performed;
- Dell will, as required for each Entitled Asset, perform a certified data wipe on the hard drive. When directed by the Customer, Dell will send the storage device to a Customer-designated environmental partner to be destroyed. Data wipe will include:
 - Secure chain of custody
 - Reporting and tracking
 - Data wipe activities
- Dell will receive Entitled Asset with usable life back into finished goods to be stored until required to be re-deployed to the Customer;
- Perform fulfillment of service requests which will include the picking of Entitled Assets and any additional accessories. Kit the required components and pack (includes device, monitor, and up to 5 additional standard peripherals (mice, keyboard, docking station);
 - Transition/onboarding team will identify device and standard peripherals along with shipping preference based on request type (joiner, leaver, advanced exchange, or refresh)
- Advanced shipping notice on orders will be sent before shipment deliveries to the LCH;
- Shipping costs are not included in the overall price of the Service;
 - In the US, Customers can opt to (a) use Dell-provided shipping rates that will be charged every month in arrears based on actual usage and rates at the time of the shipment or (b) provide Dell with the Customer's shipping accounts. If Customer opts to use Dell-provided shipping,

then Customer will have three shipping options to choose from for each of the personas defined - next business day, 2 days or ground. The shipping rate will be based on the request type that is aligned during transition planning;

- In EMEA, Customers must use Dell-provided shipping rates that will be charged on a monthly basis in arrears based on actual usage and rates at the time of the shipment execution. The Customer will have 2-5 days and next business day options depending on the country in the region. For more information on shipping rates, please contact your Dell Sales representative.

Customer Responsibilities (Shipping, Receiving, and Re-stock)

- Customer agrees not to return product containing information subject to any internal policies such as legal hold, data retention requirements, regulatory requirements, data privacy obligations, etc. (“Customer Internal Policies”). Customer will immediately notify Dell of devices or materials subjected to Customer Internal Policies while in Dell’s possession and provide an address for said devices or materials to be returned, at the Customer’s expense. Further, Customer will hold Dell harmless for any liabilities that may occur due to its processing of devices or materials subject to Customer Internal Policies sent to Dell by the Customer. For the avoidance of doubt, Dell accepts no liability for devices sent to Dell that are subject to Customer Internal Policies;
- Provide accurate Supported Device volume projections to Dell for a six (6) month volume and activity forecast to Dell, at least monthly; and
- All Entitled Assets are required to be under warranty or support contract until EOL.

Cosmetic Refurbishment and Repair

Dell Responsibilities (Cosmetic Refurbishment and Repair)

- Dell will screen the unit when Entitled Asset is received at hub;
- Before Entitled Assets are processed to finish goods a final functional test and cosmetic inspection will be performed. This will include:
 - Removal of non-required stickers;
 - Buffing of light surface scratches;
 - Final wipe down;
 - Final functional test. If the device fails, it will be routed via Dell’s WMS to quality hold for review;
- Dell will determine functional failures that require repair in or out of warranty based on Customer specifications;
- Complete a cosmetic review to determine the routing disposition of Entitled Assets;
 - All Entitled Assets will be routed using Dell’s WMS by asset tag or Customer-specified data field.
- Implementation of this Service requires a data security solution that is approved by Customer to protect sensitive Customer data.
- Dell will coordinate necessary system-level repair of detected or Customer indicated issues for End User systems leveraging Customer-contracted Third Party or OEM under Customer support entitlement for Entitled Asset;
- Dell will coordinate Third Party/OEM repair and return process for all Entitled Assets received and/or Out to Vendor (OTV) repairs;
- Manage Customer’s In and Out-of-Warranty Inventory limited to tracking inbound and outbound Entitled Assets, as well as managing all Work in Process (WIP) for sort, test, and coordinate repair/refurbishment;

- Dell shall leverage the OEM's warranty terms and conditions to coordinate the applicable parts of the Services. Dell will be responsible for following the OEM's return authorization process; and
- In case of repairs for out-of-warranty desktops or notebooks from the Entitled Assets received at hub:
 - Dell will prepare the device for disposition according to the pre-determined plan outlined in onboarding when a device comes back to LCH and the system entitlement is out of warranty;
 - If a device is under warranty and the failure reason is outside the scope of the warranty entitlement the device will be put on hold and Customer will be contacted.

Customers Responsibilities (Cosmetic Refurbishment and Repair)

- Provide the acquisition and purchase of OEM warranty or 3rd party equipment repair contracts and entitlements;
- Provide specifications and procedures to facilitate the coordination of in and out-of-warranty repairs when Dell does not have direct access to an authorized in-warranty repair solution; and
- All Entitled Assets are required to be under warranty or support contract until EOL.

Configuration Services

Configuration services focus on shipping pre-configured notebooks based on persona definition defined during transition/onboarding period so that the end user is productive in a few minutes after receiving the Entitled Asset. Lifecycle hub provides an option to Customer to choose one of the configuration services – Dedicated Connected Configuration and Windows Autopilot Pre-provisioning to deploy pre-configured equipment.

Dedicated Connected Configuration

- “Dedicated Connected Configuration” allows for the extension of the Customer network to Dell configuration centers enabling the Entitled Asset to be connected to the Customer network for provisioning before delivery. The Customer deployment solution will be hosted at a Dell configuration center, using dedicated Customer hardware and systems management software, and will be connected to the Customer network via a secure VPN connection;
- The primary Customer site is connected via the secure VPN connection to the secondary site at the Dell configuration center. Content such as Windows OS images, updates, and applications from the Customer primary distribution point can be synchronized using the VPN to the secondary distribution point at Dell. Since the hardware has access to Customer network resources during the staging process at the Dell configuration center, Customer can complete specific tasks traditionally performed at each end user's desk such as joining the domain, active directory management, and installing applications; and
- Dedicated Connected Configuration allows for Customer's deployment process to be fully executed and completed in the Dell configuration center using Customer-owned and managed hardware and software. With Dedicated Connected Configuration, Customer is responsible for the majority of the deployment process including:
 - Content on the distribution point;
 - OS image(s);
 - Driver management;
 - Patch management;
 - Change management controls;

- Work instructions;
- Troubleshooting failures.

Service Procedures (Dedicated connected configuration)

- The Customer's deployment solution will be hosted at a Dell configuration center and will be connected to the Customer's network via a secure tunnel. The secure connection will be offered as a gateway between Customer's environment and Dell production environment, with a maximum bandwidth of 5 megabits/sec. Customer may use the secure tunnel to provide further customization of other deployment options, including, but not limited to encryption and other security and access features, and role-based administration, active directory discovery, and other network, database, and security configurations. The deployment process will be limited to a maximum of four (4) hours of processing time and ten (10) minutes of technician support for initiation and completion of the automated task sequence per device configured. Order and/or service request fulfillment capacity will be calculated based on Customer's forecasted unit volumes and the capability of Customer's deployment solution as defined in coordination with Dell during the scoping process. This includes average time to deploy per unit, and maximum units that can be deployed concurrently. Service is contingent on Dell validation of Customer's proposed OS deployment solution. As part of validation, Dell will work with Customer to collect and analyze information from Customer's environment relevant to their OS provisioning process;
- The deployment solution will be established using the Customer's physical hardware. The physical hardware solution enables the Customer to provide their deployment solution and related Customer hardware to be integrated into the Dell configuration center(s); and
- Customer shall defend, indemnify and hold Dell harmless on demand from, any claim or action arising out of any Customer direction regarding the configuration of the Entitled Assets using the secure connection and the Connected Configuration service, or any failure by Customer to comply with the terms, conditions and Customer responsibilities outlined in this Service Description. Customer hereby acknowledges and agrees that Dell is authorized to take all reasonable measures to protect the physical assets or any other aspect of the IT environment of Dell and/or any third parties that may be impacted by a security threat introduced by Customer into Dell's or such third parties' physical assets or IT environment(s).

Dell Responsibilities (Dedicated connected configuration)

- Before Assumption of Service,
 - a) Validate Customer's deployment solution by working with Customer to collect and analyze information from Customer's deployment environment relevant to their configuration process;
 - b) Provide Customer with a format in which to submit hardware and services persona definitions;
- Provide access for purposes of establishing a secure VPN connection to Customer's network;
- Provide all required training, and related costs, for Dell personnel on a continuous basis as necessary;
- Provide 4U of rack space and associated environment for Customer-provided, pre-staged, server, switch, and firewall required to facilitate logical connection and extension of Customer's deployment solution;
- Mount Customer-provided equipment in the Dell's rack and follow Customer instructions for startup; and

- Unbox and attach the Entitled Asset received at the hub to the established Customer's deployment environment during the staging process to fulfill Customer service requests per agreed work instructions.

Customer Responsibilities (Dedicated connected configuration)

- The Customer must meet or exceed the following requirements and responsibilities to purchase, enable and utilize the physical hardware-based service solutions. Customer's failure to provide any item or perform any task required by these Connected Configuration Customer Responsibilities may delay or inhibit Dell from performing the Service;
- Before Assumption of Service:
 - a) Provide an operational deployment solution to be verified as compatible and operational via collaboration with Dell;
 - b) Provide hardware and services persona definitions in a format specified by the provider;
 - c) Provide a physical deployment solution that is rack mountable in the LCH (the Customer Hardware), and/or redundancy as required by Customer's project scope, Customer system management software (Customer Software) and all content and Customer task sequences ("Customer Content"). Customer shall retain title to Customer Hardware while it is in Dell's provisioning location. Customer Hardware shall include a firewall, deployment server, and network switch;
 - d) Provide resources necessary to establish a secure VPN connection with Dell's facility; the secure network connection must meet (or exceed) Dell site-to-site VPN security requirements.
- Maintain responsibility for all maintenance, security, management, monitoring, and support of the Customer Hardware and Customer Software and maintaining a system availability metric of 99% uptime. Customer agrees that any issue related to the Customer Hardware or Software, or availability of required functionality, will excuse Dell of its obligation to perform the Services until such issue is resolved and required functionality restored;
- Provide deployment work instructions including, but not limited to, steps required to initiate deployment, instructions that clearly identify when deployment has been completed, and steps for system shut down before shipment;
- Place Service Requests from Customer's Service Management system (e.g., ServiceNow) through Dell's Integration system. Such Service Requests will include:
 - a) Customer order information including model number, SI number, Customer address, contact information, and shipping information; Customer will be responsible for all additional costs, effort, and other losses incurred by Dell for equipment delivered to an incorrect address as provided by Customer;
 - b) Configuration work instructions and/or technical specifications.
- Manage deployment server, system deployment, driver, and operating system updates using their systems management environment and procedures. Should updates affect work instructions or processing speed, Customer will inform Dell of possible work instruction changes;
- Leverage Customer's hosted systems management environment for client system deployments to minimize network traffic and reduce system deployment processing times;
- Understand that in no event will Customer's Third Party maintenance contract entitle Customer or any Third Party to access Dell's facilities, either physically or virtually, without Dell's prior written acknowledgment and acceptance of such access;
- Understand that during the period that the Customer Hardware is in the LCH, the risk of loss of the Customer Hardware will remain with Customer;

- Make arrangements with Dell for any physical maintenance to be performed on Customer's provisioning equipment;
- Provide advanced notice of known volume bursts; and
- Customer is responsible for providing separate Deployment Solution(s) and work instructions, as appropriate, for non-Windows Entitled Asset hardware.

Windows Autopilot Pre-provisioning

Dell provides trained personnel that perform imaging, device configuration, installation of software applications loaded into Autopilot and defined in personas, and picking and shipping of completed kits using Autopilot Pre-provisioning. When requested by Customer, devices will be pre-provisioned using Windows Autopilot from the LCH. Pre-provisioning will include:

- Windows Autopilot Registration
- Dell Windows Ready Image
- Pre-Provisioning Services for Windows Autopilot

Dell Responsibilities (Windows Autopilot Pre-provisioning)

- Prior to Assumption of Service:
 - a) Validate Customer's deployment solution by working with Customer to collect and analyze information from Customer's deployment environment relevant to their configuration process;
 - b) Provide Customer with findings report and action items required for successful pre-provisioning;
 - c) Provide Customer with a format in which to submit hardware and services persona definitions;
 - d) Request authorization/consent from Customer to grant permissions, per Azure Client, to register devices on their behalf;
- Perform Windows Autopilot Registration by:
 - a) Performing the following tasks for each PC hardware system from Entitled Assets where Autopilot registration is requested by Customer;
 - b) Capture and report the system data required by Microsoft;
 - c) Register the device on Customer's behalf using Customer information provided at time of order;
 - d) Report Dead on Arrival (DOA) systems or equipment arriving physically damaged to Customer to be addressed via warranty processes;
- Perform the following Dell Ready Image processes:
 - a) Utilize a Dell-engineered (factory-ready), Windows OEM Professional, 64-bit, Windows Dell Ready Image preselected by Customer based on Dell-provided choices;
 - b) Unbox, power up and attach Customer's PC hardware systems to the deployment environment via a wired ethernet connection;
 - c) Deploy the Dell-engineered Image to devices using an Imaging process that dynamically applies drivers specific to the device being imaged, regardless of Windows device manufacturer, at the time of imaging. Dell shall not be responsible for any security configuration concerns for non-Dell device drivers;
- Perform the following tasks for the Pre-Provisioning Service for Windows Autopilot, when included in Customer's Service request:
 - a) Supply the physical provisioning environment including space, power, lighting, bench, network switching, and racking infrastructure in the LCH;

- b) Unbox, power up, and attach devices to the deployment environment via a wired ethernet connection;
- c) Initiate the Microsoft Windows Autopilot for the pre-provisioning process;
- d) Upon successful pre-provisioning process completion, repackage the provisioned device and ship to the address designated by Customer in the Service Request for the device;
- e) In the event of a pre-provisioning process failure, address the issue according to the following:
 - i) Where these issues are rectifiable by Dell, these will be addressed by Dell (e.g. network, environmental);
 - ii) Where these require Customer intervention, escalate to Customer and rework as needed;
- f) Provide weekly reports on error conditions that impact the throughput of the LCH facility; and
- g) In the event that there is an error in the Windows Autopilot for pre-provisioning deployments process that requires Customer to implement an appropriate fix, Dell will notify Customer. Service impact resulting from failures not addressable by Dell may delay Dell's ability to meet service level objectives. Dell shall not be responsible for such delays;
- Plan activities based on a six (6) month volume forecast provided at least monthly, or as otherwise mutually agreed to during Transition; and
- Order fulfillment capacity will be calculated based on Customer's forecasted device volumes and the capability of Customer's deployment solution. This includes average time to deploy per device and the maximum number of devices that can be deployed concurrently.

Customer Responsibilities (Windows autopilot pre-provisioning)

- Before Assumption of Service Customer will:
 - a) Provide an operational deployment solution to be verified as compatible and operational via collaboration with Dell;
 - b) Provide hardware persona definition in a format specified by the provider;
 - c) Resolve action items provided by Dell as a result of deployment validation activities; and
 - d) Provide authorization/consent for Dell to grant permissions per Azure Client, to register Devices on Customer's behalf.
- During Transition or as a result of Change Control, participate in Staging Validation by:
 - a) Ordering at least one model of each PC device to be staged by Dell;
 - b) Initiate internal testing of the resultant staging to Customer-specified criteria;
 - c) Provide feedback to Dell; and
 - d) Repeat testing of subsequent attempts until success.
- Maintain the applicable Azure licensing in support of Autopilot for use by the Service;
- Assignment of Intune application packages to groups for provisioning;
- Enable the Windows Autopilot for pre-provisioning deployments option as defined by Microsoft and Dell;
- Creation of Intune application packages;
- Place Service Requests from Customer's Service Management system (e.g., ServiceNow) through Dell's IOP. Such Service Requests will include:
 - a) Customer order information including model number, SI number, Customer address, contact information, and shipping information; Customer will be responsible for all additional costs,

- effort, and other losses incurred by Dell for equipment delivered to an incorrect address as provided by Customer;
- b) Configuration work instructions and/or technical specifications; and
- c) Group tag identifier;
- For Windows Ready Image processes Customer will be responsible for:
 - a) Confirm the version of Windows Professional to be used;
 - b) Agree to transition points for migration from each Windows version to the next while staying within Dell's release and support schedule;
 - c) Select Dell-engineered (factory-ready), Windows OEM Professional, 64-bit, Windows Ready Image(s) based on Dell-provided choices;
 - d) Configure Autopilot to deploy language packs if needed;
- Grant Dell OEM authorization for Windows Autopilot Registration according to the Microsoft Windows Autopilot Customer Consent process for OEM authorization;
 - a) Accept the agreement and OEM authorization when prompted by Dell's invitation;
 - b) Provide Dell with Customer Azure AD domain name;
 - c) Provide Dell with Customer's Azure AD Tenant ID (also known as the Directory ID);
 - d) Perform above activities for each Microsoft Azure AD Tenant;
- Provide ongoing forecasts for up to four Autopilot Group Tag and hardware persona combinations for pre-registration purposes minimally one week in advance of receipt of Priority Requests;
- Provide any services required to support the Windows Autopilot for pre-provisioning deployments service, including but not limited to:
 - a) Licensing Azure Active Directory Premium to at least P1 for the users receiving Devices;
 - b) Licensing Intune for the users receiving Devices;
- Order devices with the Windows Pro OEM Ready Image;
- Order devices that include a physical TPM 2.0 chip with support for device attestation;
- Auto-assign a profile to each Autopilot Device ID registered by Dell to Customer's Intune tenant;
- Allow Autopilot provisioning functionality outside of the on-premises environment;
- Validate OS modifications that occur during Customer's provisioning process and post-deployment at Customer's site by Customer's management tools;
- Address issues encountered during the Windows Autopilot for pre-provisioning deployments process in a timely manner to minimize disruption to the provisioning capability;
- Automate all Autopilot profile and End User assignments such that all activities can be performed in a single session by Dell;
- Provide accurate device volume projections to Dell based on persona defined and Autopilot Group Tags, at least monthly, or as otherwise mutually agreed to during Transition;
- Provide advanced notice of known volume bursts;
- Customer is responsible for providing separate Deployment Solution(s) and work instructions, as appropriate, for non-Windows Entitled Asset hardware; and
- Customer shall defend, indemnify, and hold Dell harmless on demand from, any claim or action arising out of any Customer direction regarding the configuration of the entitled assets using the secure connection and the windows autopilot pre-provisioning service, or any failure by Customer to comply with the terms, conditions and Customer responsibilities outlined in this Service Description. Customer hereby acknowledges and agrees that Dell is authorized to take all reasonable measures

to protect the physical assets or any other aspect of the IT environment of Dell and/or any third parties that may be impacted by a security threat introduced by Customer into Dell's or such third parties' physical assets or IT environment(s).

Simple BIOS

Configuration Services BIOS customization service offers the ability to manually apply standard Basic Input/Output Settings ("BIOS") on Entitled Assets.

Customer Responsibilities (Simple BIOS)

Prior to submitting each BIOS setting to Dell, Customer shall:

- Provide BIOS settings and/or content with associated work instructions; and
- Agree on the level of details/instructions to be provided at pre-qualification with Dell.

Asset Re-tagging

In the instance an asset tag is unreadable Dell LCH will replace the original tag on the Entitled Asset with a replacement small or medium (static) tag in black and white color font, with specifications agreed upon between Dell and the Customer.

Hardware Asset Management Service (optional)

This Service can be selected by the Customer as an optional add-on.

Asset Management Toolset

Dell Responsibilities (Asset Management Toolset)

- Provide Cloud-hosted implementation for the AMDB toolset;
- Provide ongoing management and maintenance of the AMDB infrastructure including hardware, Operating System, SQL and IIS backup, security management, antivirus, and IDS;
- Implement a single instance of the AMDB toolset, configured to the agreed Customer needs to be limited by the current capabilities available in the toolset;
- Maintain tool uptime, availability, regular maintenance, technical support, troubleshooting, and upgrades limited to those required by Dell; and
- Set up any required workflows and API integrations with Customer provided a single source of truth such as Microsoft Intune, Microsoft System Center Configuration Manager (SCCM), or Workspace ONE and not limited to bulk data upload capabilities, business rules, additional asset fields, and statuses.

Customer Responsibilities (Asset Management Toolset)

- Provide the guidelines and process detail regarding processes such that Dell will understand the requirements to configure the AMDB toolset for Customer's needs;
- Provide one (1) or more email accounts, enabling the AMDB toolset to send out emails to End Users, managers, and points of contact within the Customer's IT and business communities;
- Provide access to Customer's electronic discovery toolset and monitoring of assets on Customer's network using Customer's AD, SCCM, network, or Workspace ONE;

- Incorporate discovery systems management reports with AMDB; and
- Customer is responsible for providing basic employee information (e.g. employee name, email address) to Dell and maintaining the quality of that data.

Hardware Asset Management

Dell will implement the AMDB toolset and establish processes and staff resources to perform Asset Management and Lifecycle Management for Customer Entitled Assets.

Dell Responsibilities (Hardware Asset Management)

- Incorporate the Customer's Entitled Assets and basic employee information (e.g. employee name, email address) into the Dell AMDB to support Asset Management processes during Transition;
- Incorporate with Customer policies of the following Dell Asset Management processes during Transition for Entitled Assets;
 - a) Asset disposal or reuse;
 - b) Assets per user;
 - c) Time to return replaced assets;
 - d) Employee onboarding;
 - e) Employee separation; and
 - f) Security policies and updates.
- Monitor and report end-user adherence to Customer defined policies and procedures for Entitled Assets;
 - a) Asset disposal or reuse;
 - b) Assets per user;
 - c) Time to return replaced assets; and
 - d) Security policies and updates.
- Dell will work with the Customer to create metrics for reporting;
- Support periodic (not to exceed quarterly) asset management hardware audits to validate the data in Dell AMDB and identify any necessary remediation through data analysis and reporting;
 - using a sample size of 5% if the number of Entitled Assets is 10,000 or less or
 - using a sample size of 2% if the number of Entitled Assets is greater than 10,000;
- Before Assumption of Service, reconcile Customer-provided baseline of Entitled Assets against existing electronic discovery data;
- Incorporate agreed Customer-provided data into the established asset system from the following sources - HR, Dell Purchases, Financial, Lease, Disposal, and Discovery system;
- Implement business rules based on IAITAM best practices for Entitled Assets in consultation with Customer during transitioning;
- Attend meetings to support asset management functions and deliverables as defined in this Service Description;
- Maintain status of Entitled Assets as reported via automated data exchange for IMAC activities; monitor and remediate any ITAM data or system integration issues caused by Dell integrations;
- Manually update or correct Entitled Assets records in the AMDB as a result of data or system integration issues;

- Identify potential lost/stolen assets from Entitled Assets;
- Associate Entitled Assets to users, accounting codes, lease, and warranty if provided by Customer or included as part of integrated data fields from the discovery tool;
- Provide IT Asset Management reporting that;
 - a) is focused on the completeness and accuracy of data;
 - b) leads to better location awareness and more effective reporting; and
 - c) is defined in the transition phase as Customer and Dell data sources.
- Maintain contract and Support agreement data in AMDB with Entitled Assets and serial numbers. Must include Term start and end dates;
- Provide IT Asset Management Quality Assurance (QA) for processes in direct control of Dell; and
- Support service improvement initiatives within the scope of the IT Asset Management service.

Customer Responsibilities (Hardware Asset Management)

- Provide baseline hardware inventory of Entitled Assets;
- Supply access to data sources and data integration of data sources with the AMDB to provide initial data sets and updated data sets on a predetermined schedule that includes Entitled Asset, user, location, and application information from the following data sources;
 - a) Physical inventory;
 - b) Various discovery tools such as InTune, SCCM, Workspace One;
 - c) Purchase data;
 - d) Financial data;
 - e) Contracts;
 - f) Location information;
 - g) People data from HR Database;
 - h) Organization Structure;
 - i) IMAC – Installs, Moves, Adds and Changes;
 - j) Lease Data;
 - k) ITSM;
 - I. AMDB;
 - II. CMDB;
 - l) Disposal Information;
 - m) Persona (smart group) profiles;

The above data will only be obtained directly from source systems and no other source, specifically including ITSM data;
- Provide input and details required by Dell to enable configuration of the AMDB including, but not limited to, Customer guidelines and processes;
- Maintain the data in the appropriate purchasing catalog and web page, such as, but not limited to, hardware models and images;
- Define Third-Party Vendor, Customer, Security, and Annual audit requirements;
- Setup, configure, and manage all ITSM tool processes, workflows, approvals, and internal Customer ITSM tool views;
- Collaborate with Dell on the definition of business rules for Entitled Assets;

- Provide contract and support agreements with Entitled Assets serial numbers. Must include Term start and end dates;
- Provide access to Customer subject matter experts to support ITAM implementation and program;
- Provide current ITAM-related policies including but not limited to the Joiners and Leavers Policy, hardware and software Standards, and local admin access;
- Communicate with Dell in advance of changes to HR, purchase info, finance lease, disposal, System Management (Discovery data), or any other data provided by a system or report that impacts AMDB data accuracy. Changes should be submitted and evaluated via the Change Management Process;
- Provide a monthly list of Entitled Assets to be excluded from tracking;
- Provide a monthly list of off-network Entitled Assets to be tracked;
- Communicate changes to Dell regarding hardware standards for Entitled Assets; and
- Provide a list of applicable supported business locations and business entities for the Entitled Assets.

Billing

The Service provides monthly or upfront payment options to Customer. If the Customer purchases Dell Lifecycle Hub service with the POS entitlement, please refer to Table 4. The following terms apply to subscription billing:

- Order Form will define the agreed scope of the Service, contract term of 3 years or 4 years, number of Entitled Assets, configuration service option, countries in scope, and unit rate;
- At the completion of Transition, and acceptance of Service, Customer will be billed based on total number of Entitled Billable Assets monthly in arrears;
- Customer may increase the Total Number of Entitled Billable Assets. These additional assets will be combined with Customer's existing managed assets to become the new 'Total Number of Entitled Billable Assets';
- Customer will be invoiced in arrears, monthly, for the Total Number of Entitled Billable Assets managed at the end of the calendar month which includes transition services;
- For the US, at no point may a Customer reduce the Total Number of Entitled Billable Assets to an amount below 5,000 units;
- For EMEA, at no point may a Customer reduce the Total Number of Entitled Billable Assets to an amount below 1,000 units for a country;
- Customer receives a single invoice. For EMEA, Customer will be billed by Dell Local BU of the Customer country;
- Customer may not cancel or terminate the Service at any time for convenience; and
- Tax applied to the invoice will be based on the LCH location.

Service Level Objectives

Dell measures its response and resolution performance against the service level objectives below.

Table 3:

Metric	Definition	Objective
New Hire Kit Shipment Time*	After receipt of service request, the time it takes to ship from the LCH facility	24-48hrs
Device Refresh Shipment Time*	After receipt of service request, the time it takes to ship from the LCH facility	24-48hrs
Whole Unit Exchange Shipment Time*	After receipt of service request, the time it takes to ship from the LCH facility	Next Business Day
Leaver*	After receipt of service request, the time it takes to ship from the LCH facility	24-48hrs
Inventory Level	Hold optimal inventory level for Customer demand	60-90 Days

*The SLO objective may change depending on the shipping options chosen by Customer during transition/onboarding.

Dell LCH Service Purchased at Point-Of-Sale (“POS”) for new Dell desktops or notebooks

If the Customer purchases Dell Lifecycle Hub Service at point-of-sale, the terms below are applicable:

Table 4:

Pre-requisite for POS	The first purchase order for new Dell desktops or notebooks at the onset of the service must be 1500 individual units or more.
Entitled Asset(s)	For the purposes of the POS entitlement, the Customer’s “Entitled Asset(s)” include only Dell-branded serialized assets desktops, notebooks, tablets and Dell-branded or non Dell-branded monitors purchased with this LCH service at POS.
Unentitled Asset(s)	For the purposes of the POS entitlement, the Customer’s “Unentitled Asset(s)” includes all Customer assets that are not purchased with this LCH service at POS.
Entitlement Management	Dell may provide a list of Unentitled Assets, not being immediately retired, for inclusion as Entitled Assets; and Customer will be billed upfront for the entire term based on the pending warranty or support contract life on the new Entitled Asset in the increments of 1 year, 2 years, 3 years or 4 years, subject to this Service Description.
Billing	<ul style="list-style-type: none"> For POS entitlement, Customers must pay upfront for the entire term of the Service for Entitled Assets; Order Form will indicate the scope of the Service, contract term of 3 years or 4 years, number of Entitled Assets, configuration service option, and countries in scope.

Assumptions

The Service is based on the following assumptions:

- All information provided by Customer regarding site technical requirements and architecture is materially correct;
- Customer has an ITSM software or ticketing tool for its users to submit the request to Dell for fulfillment; and
- All Entitled Assets with batteries have ratings of lower than 100 Watt-hours.

Glossary

Table: 5

Term	Description
LCH	Lifecycle Hub
IOP	Integration Orchestration Platform
WMS	Warehouse Management System
DFS	Dell Financial Services
EOL	End of Life
AOS	Assumption of Service
CDE	Customer Delivery Executive
IAITAM	International Association of IT Asset Management

Definitions

“Customer Content” means any task sequence, data, image or any other Customer content or information.

“Entitled Asset(s)” include serialized assets including Dell-branded and non-Dell desktops, notebooks, tablets and monitors as set forth by the entitled list provided to Dell by the Customer and are in-scope of LCH service. For Customers that have purchased the POS entitlement, please refer to Table 4 above for the applicable definition of “Entitled Asset(s)”.

"POS" shall mean the purchase of Lifecycle Hub Service with new Dell desktops or notebooks at the point-of- sale.

“Entitled Billable Assets” shall mean serialized assets (excluding monitors) that have been deployed or previously deployed in Customers environment and Customers will be billed for LCH service against those assets.

"Service Level Objectives "or "SLO" shall mean the definition the expected service between Dell and Customer. No Service Level Credits are available for Service Level Objectives.

"Service Request" shall mean a request from a user or a user's authorized representative, that initiates a service action agreed as a normal part of service delivery.

"Supported Hardware" shall mean Equipment listed in the Configuration Management System from time to time and located at the Supported Locations.

"Third-Party Software" shall mean a software package or component developed and/or distributed by a person or organization that is not a party to this contract.

"Third-Party" shall mean any individual, sole proprietorship, partnership, firm, entity, unincorporated association, unincorporated syndicate, unincorporated organization, trust, body corporate, or Governmental Authority or regulator, that is not a Party or an Affiliate of a Party.

"Transformation Milestone Plan" shall mean the key milestones with acceptance criteria required to achieve an on-time completion of Transformation Services.

"Transformation Period" shall mean the time after the Effective Date, and before Assumption of Services during which the Parties execute the Transformation Services.

"Transition Manager" shall mean the individual leader specifically tasked with ensuring all transition activities are completed and the Supplier is prepared to deliver services as agreed on the Assumptions of Services date.

"Transition Milestone Plan" shall mean the key milestones with acceptance criteria required to achieve an on-time completion of Transition Services.

"Transition Milestone" shall mean milestones and/or critical Deliverables, relating to Supplier's obligations to complete certain Transition Services on certain dates in accordance with the Transition Milestone Plan. Each Transition Milestone shall have acceptance criteria where indicated.

"Transition Period" shall mean the time after the Effective Date, and before Assumption of Services Date during which the Parties execute the Transition Services.

"Transition" or "Transition Services" shall mean the functions, Deliverables, activities, and services necessary for Supplier to migrate the in-scope Services from Customer to Supplier.

"Unentitled Asset(s)" include all serialized assets including Dell-branded and non-Dell desktops, notebooks, tablets and monitors that are not Entitled Assets.

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. Where allowed by law, Customer will not, without Dell's prior written consent, for a period of two years from the date listed on your Order Form, directly or indirectly solicit for employment any Dell employee 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 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 not be responsible for the restoration or reinstallation of any programs or data.

Unless otherwise required by applicable local laws, 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.

Third Party Warranties. These Services may require Dell to access hardware or software that is not manufactured or sold 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 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.

Excluded Data. Excluded Data" means: (i) data that is classified, used on the U.S. Munitions list (including software and technical data); or both; (ii) articles, services, and related technical data designated as defense articles and defense services; (iii) ITAR (International Traffic in Arms Regulations) released data; and (iv) personally identifiable information that is subject to heightened security requirements as a result of Customer's internal policies or practices, industry-specific standards or by law. Customer acknowledges that the Service is not designed to process, store, or be used in connection with Excluded Data. Customer is solely responsible for reviewing data that will be provided to or accessed by Dell to ensure that it does not contain Excluded Data.

Additional Provisions

The Service may be performed outside the country in which Customer and/or Dell is located. From time to time, and in compliance with the terms of the Agreement, Dell may change the location where Services are performed and/or the party performing the Service; provided however, Dell shall remain responsible to Customer for the delivery of Service. If any of the volumetric assumptions used by Dell and Customer to scope any Connected Configuration Service project are materially outside of the established requirements to complete performance of the Service (including Customer's forecasted unit volumes, average time to deploy per unit, maximum units that can be deployed concurrently using Customer's Deployment Solution, and/or configuration factors requiring additional time on task), Dell may adjust the pricing and fulfillment capacity to reflect such changes. Customer acknowledges and agrees that Customer is the data controller and data exporter of any data contained in any physical

hardware, drives, or any hosted virtual machine or other components provided by Customer to Dell (“Customer deployment solution”), system management software used by Customer in connection with the Services (“Customer Software”) or Customer Content, as applicable, as data may be defined by each country including, but not limited to, the European Union (EU), and Dell is the data processor for Customer hereunder in its performance of the Services. Customer acknowledges and agrees that Customer is responsible for compliance with applicable data privacy laws in each country, and as the data controller and data exporter, and that Dell is responsible for compliance with applicable data privacy laws in each country as the data processor. Customer will indemnify Dell for breaches any of Customer’s obligations with respect to compliance with applicable data privacy laws in each country, and for any failure to perform its obligations in accordance with any applicable provisions set forth in the Customer’s Agreement to purchase the Supported Dell System(s) and Service(s). Dell shall not be obligated to provide and may terminate the Service(s) upon Customer’s breach in accordance with the Customer’s Agreement, and Dell shall not be liable for any damages resulting from Customer’s breach. Alternatively, Customer may incur additional fees and expenses for any resulting additional time or materials, loss or damage incurred by Dell or its providers. Customer will immediately notify Dell and work with Dell in good faith to resolve any related matter if there is any lapse, defect, deficiency or other problem in connection with its compliance with its obligations under applicable data privacy law and any related provisions in the Agreement.

In the event of Customer caused issues or errors inhibiting Dell performing the service within the facility environment in the allotted timeframe, Dell will coordinate with Customer to ship said units “as-is” from point of failure or from a simplified task sequence prior to point of failure. Customers receiving “as-is” units, responsibility for the completion of units’ configuration will be performed by the Customer and within the Customers environment. Delays to future orders could occur without providing confirmation of resolution to failure back to Dell.

Excluded Services (Dedicated Connected Configuration)

Creation by Dell of Customer Content;

Support or maintenance for any Customer deployment solution or Customer software by Dell, provided, however, that any Customer deployment solution that carries an active Dell support or maintenance contract will be serviced by Dell in accordance with such active Dell support or maintenance contract;

Data migration services;

The development of any intellectual property created solely and specifically for the Customer;

Pre-provisioning of Entitled Asset system asset data;

Resolving Customer deployment solution issues or failures, and;

Any other activity other than those specifically noted in this Service Description

This Service Description does not confer on Customer any warranties which are in addition to the warranties provided under the terms of your master services agreement or Agreement, as applicable.

[Services Terms & Conditions](#)

This Service Description is entered between you, the Customer (“you” or “Customer”), and the legal entity identified on your Order Form for the purchase of this Service (the “Dell Legal Entity”). This Service is provided subject to and governed by Customer’s separate signed master services agreement with the Dell

Legal Entity that explicitly authorizes the sale of this Service. In the absence of such agreement explicitly authorizing this Service, 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 of the Services	
	Customers Purchasing Services Directly	Customers Purchasing Services Through an Authorized Reseller
United States	Dell.com/CTS	Dell.com/CTS
Canada	Dell.ca/terms (English) Dell.ca/conditions (French-Canadian)	Dell.ca/terms (English) Dell.ca/conditions (French-Canadian)
Latin America & Caribbean Countries	Local on line Commercial Terms of Sale located at Dell.com country-specific website or Dell.com/servicesdescriptions/global .*	Service Descriptions and other Dell Legal Entity service documents which you may receive from your seller shall not constitute an agreement between you and Dell Legal Entity 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 Legal Entity service document shall in this context be understood as a reference to you whereas any reference to the Dell Legal Entity shall only be understood as a reference to a Dell Legal Entity as a service provider providing the Service on behalf of your seller. You will not have a direct contractual relationship with the Dell Legal Entity 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

		<p>agreed between you and your seller.</p>
<p>Asia-Pacific-Japan</p>	<p>Local Dell.com country-specific website or Dell.com/servicesdescriptions/global.*</p>	<p>Service Descriptions and other Dell Legal Entity service documents which you may receive from your seller shall not constitute an agreement between you and the Dell Legal Entity 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 Legal Entity service document shall in this context be understood as a reference to you whereas any reference to the Dell Legal Entity shall only be understood as a reference to a Dell Legal Entity as a service provider providing the Service on behalf of your seller. You will not have a direct contractual relationship with the Dell Legal Entity 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.</p>
<p>Asia-Pacific-Hong Kong</p>	<p>https://www.dell.com/learn/hk/zh/hkcorp1/legal_terms-conditions_dellgrmwebpage/commercial-terms-of-sale-hk-en-zh?c=hk&l=zh&s=corp&cs=hkcorp1</p>	<p>Service Descriptions and other Dell Legal Entity service documents which you may receive from your seller shall not constitute an agreement between you and the Dell Legal Entity 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 Legal Entity service document shall in this context be</p>

		<p>understood as a reference to you whereas any reference to the Dell Legal Entity shall only be understood as a reference to a Dell Legal Entity as a service provider providing the Service on behalf of your seller. You will not have a direct contractual relationship with the Dell Legal Entity 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.</p>
<p>Europe, Middle East, & Africa</p>	<p>Local Dell.com country-specific website or Dell.com/servicedescriptions/global.*</p> <p>In addition, Customers located in France, Germany and the UK can select the applicable URL below:</p> <p>France: Dell.fr/ConditionsGeneralesdeVente</p> <p>Germany: Dell.de/Geschaeftsbedingungen</p> <p>UK: Dell.co.uk/terms</p>	<p>Service Descriptions and other Dell Legal Entity service documents which you may receive from your seller shall not constitute an agreement between you and the Dell Legal Entity 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 Legal Entity service document shall in this context be understood as a reference to you whereas any reference to the Dell Legal Entity shall only be understood as a reference to a Dell Legal Entity as a service provider providing the Service on behalf of your seller. You will not have a direct contractual relationship with the Dell Legal Entity 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.</p>

* Customers may access their local [Dell.com](#) website by simply accessing [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 [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 [Dell.com/servicedescriptions/global](#).

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.

If there is a conflict between the terms of any of the documents that comprise this Agreement, the documents will prevail in the following order: (i) this Service Description; (ii) the Agreement; (iii) the Order Form. Prevailing terms will be construed as narrowly as possible to resolve the conflict while preserving as much of the non-conflicting terms as possible, including preserving non-conflicting provisions within the same paragraph, section or sub-section.

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 or DellEMC.com website in connection with your purchase or within a Dell Technologies 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.

Data Collection and Use Notice

This Notice ("Notice") explains how [Dell Technologies and its group of companies](#), on behalf of itself or for a third party or for its direct and indirect subsidiaries ("Dell"), collects, uses and shares your data when you use Dell software. We collect and use certain types of data, described below, to personalize your experience with Dell products, to enhance our support and to improve our products, solutions and services ("Dell Solutions").

Information We Already Collect. We may automatically collect behavioral and usage information about how you use, access or interact with the Dell Solutions. This information may not necessarily reveal your identity directly but may include unique identification identifier and other information about the specific device you are using, such as your service tag, the hardware model, OS version, hardware settings and system crashes, installed applications, their settings and usage, and/or (MAC) address, and other data that may uniquely identify your device or system.

We may also collect information about how your system or device has interacted with the Dell Solutions, such as statistical information, network connection indicators and routing, or in the case of the Dell Managed Detection and Response Service, information related to security events. In some instances, the information collected may directly or indirectly identify an end-user and link an individual to certain online behavior to the extent required for the purposes provided in this Notice.

In order to support these activities, you agree to grant Dell a limited, nonexclusive license to use your data to perform the Service. You also agree to grant Dell a limited, non-exclusive, perpetual, worldwide, irrevocable license to use and otherwise process data related to security events during and after the Term of Service to develop, enhance and/or improve the Service and the Dell Solutions we offer and provide to our Customers. Dell is not required to return or delete data related to security events upon termination of the Service for any reason.

[Dell software may consolidate all or part of the aforementioned information in data logs that are transmitted to Dell when an internet connection is established.]

Data Transfers. Data described in this Notice may be transferred outside of your country to other locations such in the USA, EU, Japan, including to third party hosting sites. We will take all appropriate technical and organizational measures to safeguard the data that we transfer.

Retention of Your Data. We will retain your personal data as necessary in connection with the purposes described in this Notice, and in accordance with Dell's retention policies and applicable law. The data that is collected by Dell as described in this Notice will be kept in accordance with Dell's retention policies and applicable law.

Supplemental Terms & Conditions

1. Term of Service. 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.

2. Important Additional Information

- **Rescheduling.** Once this Service has been scheduled, any changes to the schedule must occur at least 8 calendar days prior to the scheduled date. If Customer reschedules this service within 7 days or less prior to the scheduled date, there will be a rescheduling fee not to exceed 25% of the price for the Service. Any rescheduling of the Service will be confirmed by Customer at least 8 days prior to commencement of the Service.
- **Payment for Hardware Purchased With Services.** Unless otherwise agreed to in writing, payment for hardware shall in no case be contingent upon performance or delivery of services purchased with such hardware.
- **Commercially Reasonable Limits to Scope of Service.** Dell may refuse to provide Service if, in its commercially reasonable opinion, providing the Service creates an unreasonable risk to Dell or Dell's Service providers or if any requested service is beyond the scope of Service. Dell is not liable for any failure or delay in performance due to any cause beyond its control, including Customer's failure to comply with its own obligations under this Service Description.
- **Optional Services.** Optional services (including point-of-need support, installation, consulting, managed, 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 Service Description.

3. Assignment and Subcontracting. Dell may subcontract this Service and/or assign this Service Description to qualified third party service providers who will perform the Service on Dell's behalf.

4. **Cancellation.** Dell may cancel this Service at any time during the Term for any of the following reasons:
- Customer fails to pay the total price for this Service in accordance with the invoice terms;
 - Customer is abusive, threatening, or refuses to cooperate with the assisting analyst or on-site technician; or
 - Customer fails to abide by all of the terms and conditions set forth in this Service Description.

If Dell cancels this Service, Dell will send Customer written notice of cancellation at the address indicated on Customer's invoice. The notice will include the reason for cancellation and the effective date of cancellation, which will be not less than ten (10) days from the date Dell sends notice of cancellation to Customer, unless local law requires other cancellation provisions that may not be varied by agreement. If Dell cancels this Service pursuant to this paragraph, Customer shall not be entitled to any refund of fees paid or due to Dell.

5. **Geographic Limitations and Relocation.** This Service is not available at all locations. Service options, including service levels, technical support hours, and on-site response times will vary by geography and certain options may not be available for purchase in Customer's location, so please contact your sales representative for these details.

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