

# Service Description

# **ProDeploy Essentials for Client**

## Introduction

This document and its attachments (the "Service Description") outline the service features for ProDeploy Essentials for Client ("ProDeploy Essentials") and optional add-on services (each a "Service" and collectively the "Services"). Together, the Services are part of Dell's ProDeploy Client Suite ("ProDeploy Suite").

Dell Technologies ("Dell") is pleased to provide these Services in accordance with this Service Description. Your (the "Customer") 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. For additional assistance or to request a copy of your service contract(s), please contact your sales representative.

# The scope of your service agreement

These Services are available on supported products which includes select Vostro<sup>™</sup>, Inspiron<sup>™</sup>, Dell Precision<sup>™</sup>, OptiPlex<sup>™</sup>, Dell XPS<sup>™</sup> Notebooks and Dell Latitude<sup>™</sup> systems, as indicated on your Order Form (the "Supported Products"). Please contact your sales representative for the most up-to-date list of Services that are available on your Dell or non-Dell products.

This ProDeploy Essentials Service consists of Services which are delivered remotely from a Dell location to the Customer ("Remote Base Services"). In addition, Customers have the option to purchase service selections which are fulfilled in-person at the Customers' location ("Onsite Services"). The Remote Base Services can be purchased standalone or with the Asset Resale or Recycle Service (Attachment B) and/or with certain Onsite Services selections. Customers must purchase a mandatory Onsite Service selection ("Onsite Base") prior to purchasing any optional Onsite supplementary Services ("Onsite Add-ons"). Multiple Onsite Add-ons may be purchased with an Onsite Base.

ProDeploy Essentials Service includes the following Remote Base Services (as described more fully in Attachment A hereto):

- Single Point of Contact.
- Deployment Expert.
- Remote PC Installation.
- Deployment Support.

#### Remote Add-on selections are as follows:

Asset Resale or Recycling Service – Attachment B.

### Onsite Base selections are as follows:

• Onsite PC Installation Service\* - Attachment C.



- Trip Charge for Onsite Installation or Configuration Service Attachment D.
- Onsite Additional Technician Time Service Full Day- Attachment I.

#### Onsite Add-on selections are as follows:

- Onsite Peripheral, Network or Shared Device Service Attachment E.
- Onsite Additional Technician Time Service Attachment H.
- Onsite Operating System or Image Service Attachment F.
- Onsite Internal Component Service Attachment G.

Each Supported Product is tagged with a serial number (the "Service Tag"). A separate service agreement must be purchased by Customer for each Supported Product. Please refer to the Service Tag on your Supported Product when contacting Dell for this Service.

To complete certain services, the system containing the data, settings, or hard drive required to complete the service (the "Legacy System") must be available and fully operational.

# **General Exclusions**

For the avoidance of doubt, the following activities are not included in the scope of this Service Description:

- The Service does not include the development of any intellectual property created solely and specifically for the Customer.
- Service of non-Windows or Windows IOT Supported Product(s). Additionally, certain limitations
  will exist when a Customer is transitioning from a non-Windows Legacy System to a Windows
  Supported Product.
- Any Services, tasks, or activities 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 defined below.

# **General Customer Responsibilities**

Customer agrees to the following specific responsibilities:

- Identify a primary point of contact who will work with Dell and its designated representatives to support the activities prior to and during the performance of the corresponding Service(s) (the "Customer Contact").
- Provide technical points-of-contact, with a working knowledge of the information technology components to be considered during the performance of the Services and have authority to make business decisions (the "Technical Contact(s)"). Dell may request that meetings be scheduled with Technical Contacts.
- Provide reasonable and timely cooperation to Dell in its performance of the Services
- Provide requirements and technical data needed to complete the Service(s) within 3 business days of submitting orders.
- Initiate connection to Dell for the remote performance of Services. This includes but is not limited to ensuring network connectivity and utilizing Dell provided remote interfaces such as chat and phone.
- Ensure communication between Customer and Dell, including any scope-related questions, Dell requests for direction, information, approvals, or decisions that are reasonably necessary for Dell to perform Service requests.
- Ensure all necessary Customer resources, including Technical Contact(s), are available for the duration of the Service.
- Provide all Service requirements (e.g., address(es) and available installation times for the purpose
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<sup>\*</sup> The Onsite PC Installation may only be purchased in combination with the ProDeploy Essentials Service.

- of scheduling) and technical data needed for the Service in a timely manner.
- Legacy System must be available and fully operational for any Services to be performed on or requiring the Legacy System.
- Supported Product must have the operating system preloaded or already installed, except when Service is purchased with the Onsite Operating System or Image Service.

Customer agrees to the following additional specific responsibilities for Services performed at the Customer's site:

- Assign a primary contact for each Customer site where an onsite deployment of the Service(s)
  will occur to coordinate the scheduling of all necessary resources required for the Service(s) and
  maintain communication to prevent scheduling conflicts.
- Create and provide the scheduling details of all necessary resources required for the Service, including the end user installation schedule.
- Provide requirements (e.g., address(es) and available installation times for the purpose of scheduling) and technical data needed for the Service.
- Customer will promptly notify Dell of any conflicts to lock the schedule prior to the scheduled installation date.
- Provide access to Customer facilities and systems as needed to provide the Service(s), including, but not limited to, safe and adequate parking facilities, any necessary keys, or badges.
- Prepare all work areas and end-user desks for Onsite Installation prior to the scheduled start of Services including access to the systems, external peripherals, power, and network connectivity.
- Prior to technicians arriving onsite, create domain account and computer objects (if required prior to joining PC to domain) within Active Directory to enable the domain join prior to scheduled deployment date.
- Provide domain account credentials for use by onsite technician with rights necessary to join a computer to the default Computers container in Active Directory.
- Provide Dell with any local administration rights necessary to perform the Service.
- Provide a safe working environment and reasonable office accommodation.
- Ensure an adult is always present during the performance of Service(s) at a residential office.
- Provide specifications and provide signoff of Customer acceptance form based on the agreed upon communication plan.

Cooperate with Phone Analyst and Onsite Technician. Customer and their End Users will cooperate with and follow the instructions given by any Dell phone analyst or onsite technicians.

Authority to Grant Access. Customer represents and warrants that it has obtained permission for both Customer and Dell to access and use the Supported Product(s), the data located thereon, and all hardware and software components included therein, for the purpose of providing these Service(s). 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 Service(s).

Non-solicitation. Customer will not, without Dell Technologies Services' 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 Technologies Services employee with whom you have come in contact in connection with Dell Technologies Services' 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 Technologies Services prior to the commencement of employment discussions with you. If this non-solicitation obligation is prohibited by local laws or regulations in the Customer's location, then this provision will not apply to such Customer.

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.

Onsite Obligations. Where Service(s) require onsite performance, Customer will provide (at no cost to Dell) free, safe, and sufficient access to Customer's facilities, the Supported Products, and the Customer environment, including ample working space, electricity, and a local telephone line. A monitor or display, a mouse (or pointing device), and a keyboard must also be provided (at no cost to Dell), if the system does not already include these items.

Data Backup; Removing Confidential Data. 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. In addition, Customer is responsible for removing any confidential, proprietary, or personal information and any removable media such as SIM cards, CDs, or PC Cards regardless of whether an onsite technician is also providing assistance.

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.
- DATA OR VOICE CHARGES INCURRED AS A RESULT OF FAILING TO REMOVE ALL SIM CARDS OR OTHER REMOVABLE MEDIA INSIDE SUPPORTED PRODUCTS THAT ARE RETURNED TO DELL.
- THE LOSS OF USE OF A SYSTEM OR NETWORK.
- AND/OR FOR ANY ACTS OR OMISSIONS, INCLUDING NEGLIGENCE, BY DELL OR A THIRD-PARTY SERVICE PROVIDER.

Dell will not be responsible for the restoration or reinstallation of any programs or data after the Service(s) are performed. Customers who use data migration services should back up any Customer data or take any other appropriate measures to prevent the risk of data loss.

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

Customer Partners. Customer may use third parties (e.g., contractors, agents, system integrators and/or channel partners) to represent Customer and work with Dell to the extent necessary for the Service(s) to be provided to Customer ("Customer Partners"). Customer is solely liable for all acts or omissions of its Customer Partners. Customer further agrees to indemnify and hold Dell harmless on demand from any and all damages, costs, and expenses (including legal fees and costs of court or settlement) arising out of or in connection with any act or omission of each Customer Partner in its capacity as a representative of Customer, regardless of the form of action.

Service Hours. Subject to local law relating to weekly work hours, unless otherwise listed below or listed in the Service Attachment, this Service will generally be performed Monday through Friday during normal Dell business hours, which is from 8:00 AM to 6:00 PM Customer local time:

Country	Normal Dell Business Hours
St. Kitts, St. Lucia, St. Vincent, Trinidad, Virgin Islands, Rest of English-speaking Caribbean	Monday thru Friday from 7:00 AM to 4:00 PM
Barbados, Bahamas, Belize, Costa Rica, Denmark, El Salvador, Finland, Grand Cayman, Guatemala, Honduras, Jamaica, Norway, Panama, Puerto Rico, Rep. Dominicana, Suriname, Sweden, Turks, and Caicos	Monday thru Friday from 8:00 AM to 5:00 PM
Australia, Bermuda, China, Haiti, Japan, Netherland Antilles, New Zealand, Singapore, Thailand	Monday thru Friday from 9:00 AM to 5:00 PM



Argentina, Brazil, Ecuador, France, India, Indonesia, Italy, Korea, Malaysia, Mexico, Paraguay, Peru, Taiwan, Uruguay	Monday thru Friday from 9:00 AM to 6:00 PM
Bolivia, Chile	Monday thru Friday from 9:00 AM to 7:00 PM
Middle East	Sunday thru Thursday from 8:00 AM to 6:00 PM
long Kong	Monday thru Friday from 9:00 AM to 5:30 PM

No on-site Service activities will take place outside normal business hours or during local holidays unless other arrangements have been made, and agreed, in advance in writing. Technical remote support hours will vary by geography and configuration. Please contact your sales representative for these details.

Third Party Products. "Third Party Products" shall mean any hardware, parts, software or other tangible or intangible materials (either provided by Customer to Dell or procured by Dell at Customer's direction) that are used by Dell in conjunction with the Service(s). Customer warrants to Dell that it has obtained any licenses, consents, regulatory certifications or approvals required to hereby grant Dell and Dell Partners, as described above including their respective subcontractors and employees, the right and license to access, copy, distribute, use and/or modify (including creating derivative works) and/or install the Third Party Products without infringing or violating the ownership or license rights (including patent and copyright) of the providers or owners of such Third Party Products. Customer agrees to assume all responsibility for any and all software licensing requirements. Customer's Dell technician will "accept" any and all electronic agreements on Customer's behalf that are a part of the installation process unless directed in writing by Customer otherwise. EXCEPT AS AGREED TO IN WRITING BETWEEN CUSTOMER AND DELL, DELL HEREBY DISCLAIMS ANY AND ALL WARRANTIES, EXPRESS OR IMPLIED, RELATING TO THIRD PARTY PRODUCTS. Third Party Products shall be exclusively subject to terms and conditions between the third party and Customer. DELL HEREBY DISCLAIMS ANY AND ALL LIABILITY FOR ANY EFFECT THAT THE SERVICE(S) MAY HAVE ON ANY WARRANTES FOR THIRD PARTY PRODUCT. To the maximum extent permitted by applicable local law, Dell shall have no liability for Third Party Products and Customer shall look exclusively to the third-party provider for any damages or liability with respect to the provision of such Third-Party Products.

No Personal Data or Personally Identifiable Information. Third Party Products, including but not limited to images, applications and documentation submitted to Dell may not contain any Personally Identifiable Information or other personal data. Unless applicable local law provides otherwise, "Personally Identifiable Information" (or "PII") means data or information that alone or together with any other information identifies a natural person or data considered to be personal data or any other type or personal data that may be subject to privacy laws or regulations. Customer warrants that any Third-Party Products which Customer submits to Dell for use by Dell in providing the Service(s) will not contain Personally Identifiable Information. Please contact your Dell Sales Representative for further assistance. DO NOT SUBMIT THIRD PARTY PRODUCTS TO DELL WHICH CONTAIN PERSONALLY IDENTIFIABLE INFORMATION.

Export. Customer warrants and represents that Third Party Products, including but not limited to software included on an image submitted to Dell in conjunction with any imaging service contain no restricted technology (e.g., encryption) or, if they do contain restricted technology, that the Third Party Products are eligible for export by Dell to any country (other than those that are embargoed under applicable export laws) without an export license. Dell is not responsible for determining the accuracy of any representations regarding the existence of an export license or regarding eligibility for export of Third-Party Products without license. Customer's export certifications must support applicable regional and local laws, regulations, and requirements (e.g., physical signature vs. electronic signature). In addition to the above warranties, a separately signed export certification may be required for all imaging service(s) (the "Image Export Compliance Certification"). In selected countries, export certifications may be required in conjunction with other Service(s) (e.g., asset tag configuration, hardware configuration, or software configuration). Any required export certification must be completed, signed and returned to Dell prior to the applicable Service(s) being implemented by Dell. In the event Dell is required to obtain an export license for Third Party Products in order to deliver the Service(s), Customer hereby agrees to provide Dell, at no charge, any and all reasonable assistance Dell requires to obtain such export license.



Customer Indemnity. Customer shall defend, indemnify and hold Dell harmless on demand from, any third-party claim or action arising out of (a) the failure of Customer to obtain the appropriate license, intellectual property rights, or any other permissions, regulatory certifications or approvals associated with Third Party Products, as well as software or materials directed or requested by Customer to be installed or integrated as part of the Service(s), or (b) any inaccurate representations regarding the existence of an export license or any allegation made against Dell due to Customer's violation or alleged violation of applicable export laws, regulations, and orders.

Technical Specifications Notice and Disclaimer. Customer is responsible for determining Customer technical specifications for the Service(s) and for ensuring that those technical specifications are properly documented to Dell. Customer acknowledges that the Service(s) are of Customer's choosing. Dell shall be entitled to rely on the technical specifications provided by Customer. Dell is not responsible for liability or damage arising from the provision of Service(s) performed in accordance with Customer's technical specifications. If, in Dell's sole and not unreasonable opinion, the proposed Service(s) are not technically feasible, Dell reserves the right to refuse to proceed with the provision of the Service(s). Dell makes no warranty that the Service(s) provided to the Customer will address all of the Customer's requirements as Dell is dependent upon Third Party Products and assistance provided by the Customer or third parties.

Change Control. For additional work not specified in a Service(s) project or its respective Technical Specification document that has resulted from: (i) a requested change in the scope of a Service(s) project, (ii) an act or omission of the Customer; (iii) a change in law and/or applicable regulations; (iv) additional time spent by or the rescheduling of onsite resources or (v) a force majeure event, Dell will consider the additional work and provide details of any changes to timelines and cost based on the changes requested. Should Customer agree to the additional timeline and/or cost, they will confirm so in writing by providing consent in writing before Dell begins or (if already begun) continues to provide the additional services. Customer will work with their sales representative to pay for any agreed to additional charges.

Customer Feedback. Customer acknowledges that Dell will request Customer's participation in a customer feedback survey. Additionally, Dell may approach Customer to serve as reference regarding Dell's' performance of the Services. If Customer agrees to be a reference, Customer and Dell will agree in writing to the terms of such reference. A reference program has been developed to facilitate confidential conversations between Dell's customers and potential customers.

Data Controller. 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 (defined below), 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.



# 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	Terms & Conditions Applicable to Your Purchase from Dell of the Services		
Customer Location	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 Dell.ca/conditions (French-Canadian)  (English)	
Latin America & Caribbean Countries	Local Dell.com country-specific website or Dell.com/servicedescriptions.*	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 agreed between you and your seller.	
Asia- Pacific- Japan	Local <u>Dell.com</u> country-specific website or <u>Dell.com/servicedescriptions</u> .*	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.

### Europe, Middle East, & Africa

Local <u>Dell.com</u> country-specific website or <u>Dell.com/servicedescriptions.</u>\*

In addition, customers located in France, Germany and the UK can select the applicable URL below:

France: Conditions de vente | Dell France

Germany:

Dell.de/Geschaeftsbedingungen

UK: Terms & Conditions | Dell UK

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.

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.

Privacy: Dell will treat any personal information collected under this Service Description in accordance with the applicable jurisdiction's Dell Privacy Statement, all of which are available at <a href="http://www.dell.com/localprivacy">http://www.dell.com/localprivacy</a> 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



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

website in connection with your purchase or within a Dell software or Internet interface, you agree to be bound by this Service Description and the agreements incorporated by reference herein. If you are entering this Service Description on behalf of a company or other legal entity, you represent that you have authority to bind such entity to this Service Description, in which case "you" or "Customer" shall refer to such entity. In addition to receiving this Service Description, Customers in certain countries may also be required to execute a signed Order Form.

# **Supplemental Terms and Conditions**

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

### 2. Important Additional Information

- A. Rescheduling. Once this Service has been scheduled, any changes to the schedule must occur at least 8 calendar days prior to the 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 Services. Any rescheduling of the Service will be confirmed by Customer at least 8 days prior to commencement of the Service.
- B. 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.
- C. 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 obligations under this Service Description.
- D. 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.
- E. 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.
- F. 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 onsite technician; or
  - Customer fails to abide by all 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 by 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.



- G. Geographic Limitations and Relocation. This Service will be delivered to the site(s) indicated on the Customer's invoice. This Service is not available at all locations. Service options, including service levels, technical support hours, and onsite availability and 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. Dell's obligation to supply the Services to relocated Supported Products is subject to various factors, including without limitations, local Service availability, additional fees, and inspection and recertification of the relocated Supported Products at Dell's then-current time and materials consulting rates. Online First Article service is not available in all geographies. Asset Tagging and Asset Reporting are also available on select peripherals (e.g., monitors, printers, racks) within the Americas, Europe, Middle East, and Africa regions.
- H. Dell Partners. Dell may use affiliates and subcontractors to perform the Service(s). The Service(s) may be performed outside the country in which Customer and/or Dell is located. From time to time, Dell may change the location where Service(s) are performed and/or the party performing the Service(s); provided however, Dell shall remain responsible to Customer for the delivery of Service(s).
- I. Transfer of Service. Customer may not transfer Configuration Service, or any rights conferred to Customer by this Service Description to a third party.
- J. Service expires 180 calendar days after purchase. EXCEPT TO THE EXTENT APPLICABLE LAW REQUIRES OTHERWISE, AND FOR CUSTOMERS WHO PURCHASE ASSET RESALE OR RECYCLE (SEE ATTACHMENT B), YOU MAY USE THIS SERVICE ONE TIME DURING THE 6 MONTH PERIOD FOLLOWING THE DATE OF ORIGINAL PURCHASE ("EXPIRATION DATE"). THE ORIGINAL PURCHASE DATE IS DEFINED AS THE EARLIER OF THE DATE OF THE INVOICE FOR THE SERVICE OR ORDER CONFIRMATION FROM DELL. DELL'S DELIVERY OF THE SERVICE WILL BE DEEMED SATISFIED AFTER THE EXPIRATION DATE EVEN IF YOU DO NOT USE THE SERVICE.

If no Service Description or Offer Specification is shown below, please contact your local Dell Services Sales Representative to confirm the availability of this service in your country.

# Attachment A

# **ProDeploy Essentials Service**

# Single Point of Contact

### Service Overview

The Single Point of Contact ("SPOC") Service provides the Customer a single Dell contact for the ProDeploy Essentials Services included on their order. The SPOC will serve as the Customer's primary point of contact until the successful completion of the deployment.

# Customer Responsibilities:

- Identify a primary point of contact who will work with Dell and its designated representatives to support the activities prior to and during the performance of the corresponding Service(s)
- Provide technical points-of-contact, with a working knowledge of the information technology components to be considered during the performance of the Services and have authority to make business decisions ("Technical Contacts"). Dell may request that meetings be scheduled with Technical Contacts.
- Provide reasonable and timely cooperation to Dell in its performance of the Services

## Dell Responsibilities:

- Once orders containing ProDeploy Essentials are entered, Dell will assign a SPOC.
- The SPOC will attempt to contact the Customer via email or phone to introduce themselves.



- If the SPOC is unable to reach the Customer, the Deployment/Services will go on hold until the Term of the Service expires. (i.e., 180 calendar day entitlement).
- Once contact is made, the SPOC will assist the Customer with their understanding of the Service and key information needed for the successful completion of the Services purchased.

#### **Excluded Services**

Any activities other than those specifically set forth in this Service Attachment

### **Additional Terms and Conditions**

• The SPOC may determine that additional subject matter experts need to work directly with Customer Contacts for the successful completion of the Service.

# **Deployment Expert**

### Service Overview

This Deployment Expert Service provides the Customer with Dell-provided recommendations to optimize the deployment activities associated with the delivery of the Onsite or remote Service(s).

# **Customer Responsibilities:**

- Provide requested information within 3 business days of the request being made by Dell.
- Provide reasonable and timely cooperation with Dell's optimization recommendations.

## Dell Responsibilities:

- Prior to the commencement of the deployment activities, Dell will request information about the Customer's deployment objective, existing deployment plan, IT environment, and end user needs.
- Will review Customer-provided information. If optimization improvements are identified, Dell will share those, in writing, with the Customer in advance of completing Services. If no improvements are identified, Dell will inform the Customer in writing.

#### **Excluded Services**

• Any activities other than those specifically set forth in this Service Attachment.

## **Additional Terms and Conditions**

- Customer's cooperation with recommendations is not required unless explicitly listed as a Customer requirement in this Service Description.
- Recommendations will be made based on the potential benefit derived from implementing the recommendations.
- Recommendations may not be made on every deployment.

# Remote PC Installation

### Services Overview

This Remote Base Service provides remote assistance with the installation and connectivity of a new Supported Product or Legacy System, and if present, accompanying deskside peripherals as well as the transfer of end user files and system settings, and installation of Customer-provided software ("Remote PC Installation").

### Remote PC Installation Features

### Assistance with the Installation of the Supported Product

- Remote guidance on unpacking of a new Supported Product from shipping boxes and inspecting components for any damage.
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- Assisting the Customer with the connection of Supported Product deskside peripherals (e.g., monitors, keyboards, power supplies, mice, etc.).
- Assisting the Customer with the connection of the Supported Product to the Customer's power and networking sources.

#### **Assistance with Connectivity for Supported Product**

- Assistance with booting the new Supported Product and verifying network connection for Customer's network connected devices.
- Assistance with the completion of basic domain join through Windows native interface.
- If the Customer needs any of the items/actions below, the Customer must notify Dell of these requirement needs (via assigned SPOC):
  - Assistance with the reconnection of existing or installation of new external deskside peripherals to Supported Product and configuration for use. When required, Dell will load the drivers supplied by Customer and will conduct an agreed upon simple test for functionality (e.g., print a test page).
  - o Completion of basic domain join through Windows native interface.
  - Joining of Supported Product to workgroup. Supported Product can be joined to the default container within Active Directory upon request by Customer.
  - Assistance with the completion of Enterprise Enrollment.
  - Configuration of IP address.
  - Setup of email or online account.
  - Configuring Remote Desktop Connection.
  - Mapping of network printers to new Supported Product.
  - Restore network file sharing.
  - o A brief and basic orientation on the primary functions of the new Supported Product.

#### **Data Transfer**

- Transfer of end-user data and files.
- Capture end-user data and files from the Legacy System or Customer provided external drive or
- Transfer of data associated to user profiles to the new Supported Product(s) or Customer provided cloud storage, external drive, or media.
- Upon completion of the transfer the Dell technician will confirm and/or report integrity of the transfer.

#### **Settings Transfer**

- Transfer of common end-user personalization and settings from the Customer's Legacy System.
- Transfer of settings associated to user profiles to the new Supported Product(s).
- Transfer of common application settings.

#### **Software Installation**

- Installation of a Supported Product application(s) via Customer provided internet download, manual script, USB, or CD/DVD.
- If requested by Customer, assistance with product activation and applying updates.
- Basic configuration of software for use (such as a remote desktop application) to confirm proper functionality.
- If requested by Customer, uninstalling the software application(s) as requested by the Customer.
- If requested by Customer, upgrading software application version(s).

### Assistance with the De-installation of Legacy System

Assistance with the disconnection of the hardware components, network cable, and power cord of the Customer's Legacy System.



## **Customer Responsibilities**

- Prior to the start of this Service, provide all critical and relevant information needed for Dell to provide this Service in a timely manner.
- Prepare all work areas and end-user desks prior to the start of Services including access to the system, external peripherals, power, and network connectivity.
- Prior to the Service, create domain account and computer objects (if required prior to joining Client System to domain) within Active Directory to enable the domain join prior to scheduled deployment date.
- Initiate connection to Dell for the remote performance of Services. This includes but is not limited
  to ensuring network connectivity and utilizing Dell provided remote interfaces such as chat and
  phone.
- Provide domain account credentials with rights necessary to join a computer to the default Computers container in Active Directory.
- Supply all applicable drivers for hardware installation.
- Provide Dell with the software (e.g., the script, USB, or CD/DVD) required to perform application installation.
- Test and verify that the software application operates according to the Customer's needs on the supported hardware platform(s) that will be purchased. Dell will not be held responsible for errors or non-compatibility issues that arise during the software installation process which result from Customer's failure to test and verify software compatibility.
- Provide any and all software licensing required and provide the technician with an adequate quantity of installation media and installation instructions.
- As required for application installation, grant technician access to the Customer's network to perform the Services.
- The Customer must have phone and reliable internet access.
- Customer's network meets a minimum standard ethernet 100Mbps switched subnets and provides 5-10 Mbps throughput at the Supported Product.
- Maintain a stable network infrastructure across all Customer sites.
- Ensure the Supported Product is attached to a local area network and has reliable Internet access.
- If required to complete the Service to the Customer's specifications, provide cloud storage, external drive, or media.

# **Dell Responsibilities**

- Review the scope of Services purchased with the Customer Contact.
- Dell will collect relevant current state data about the Legacy System to plan for the Service fulfillment. This may be done by phone, email or using Dell's deployment tools.
- Dell will collect site, contact and scheduling information for each of the Customer's deployment sites to ensure all critical details specific to the site are provided to Dell prior to Services beginning.

#### **Excluded Services**

- Setting up a new network.
- Joining specific Organization Units within Active Directory; computers will be joined to the default computers container.
- Providing or running custom scripts to join domain.
- Troubleshooting errors associated to the native Windows domain join process.
- Setting up or configuring Active Directory.
- Transfer of data in a separate event.
- Data and settings transfer using tools other than the tool(s) Dell designates for the performance of the Service by Dell's personnel.
- Transferring data for user accounts to alternate domains.
- Any backup of data or recovery of data, including disaster recovery.
- Separate scheduling of the data transfer and installation services.
- Scripting for application installations.



- Transferring of applications or software. Software applications are installed/reinstalled not transferred.
- Installation of operating system software.
- Customization and/or personalization of software (beyond what is required to ensure software is properly installed).
- Transferring data from or to non-Windows based operating systems.
- Configuration of security software such as anti-virus/spyware/malware software.
- Installation or configuration of enterprise software.
- Any activities other than those specifically set forth in this Service Attachment.

### **Additional Terms and Conditions**

- Reasonable attempts will be made to transfer the Customer's data; however, if after 3 attempts, the transfer is deemed unfeasible by Dell, then the Service may not be performed.
- Customer caused delays which prevent Dell from performing the Service may be subject to additional charges.
- If it is determined that there are elements of the Customer's environment or hardware that are limiting the transfer speed and extending the time required by the technician, Dell will work with the Customer to mitigate those issues. Based on Dell's determination, Customer may incur additional charges through the Change Control process.

# **Deployment Support**

### Service Overview

Dell provides remote assistance with issues and questions related to the installation and connectivity of a new Supported Product, the transfer of end user files and system settings, and installation of Customer provided software.

Customer will be able to engage a Dell support team and obtain assistance with any ProDeploy Essentials for Client Suite Services purchased under this Service Description:

# **Customer Responsibilities**

- Customer must purchase one ProDeploy Essentials Service for each Supported Product.
- Provide all reasonable assistance requested by Dell to identify and resolve any issues and questions

# **Dell Responsibilities**

- Customer will be able to engage a Dell support team (via phone, email, or chat) and obtain assistance with questions or issues related to the Services purchased by the Customer and provided as part of this Service Description for a period of 30 calendar days from the initial deployment of the Supported Product
- Dell will work with the Customer or Provider to provide remote diagnosis of the Customer's issue.
- For any problems or questions with the Services caused by Dell's implementation of the deployment, Dell will then work with the Customer and/or Provider to develop and, and if applicable, assist in the development of a remediation plan.

## **Excluded Services**

- Providing remote assistance for anything other than the ProDeploy Essentials Services purchased by the Customer.
- Setting up a new network.
- Troubleshooting errors associated to the native Windows domain join process.
- Setting up or configuring Active Directory.



- Data and settings transfer using tools other than the tool(s) Dell designates for the performance
  of the Service by Dell's personnel.
- Any backup of data or recovery of data, including disaster recovery.
- Transferring of applications or software. Software applications are installed/reinstalled not transferred.
- Installation of operating system software.
- Customization and/or personalization of software (beyond what is required to ensure software is properly installed).
- Configuration of security software such as anti-virus/spyware/malware software.
- Installation or configuration of enterprise software.
- Any activities other than those specifically set forth in this Service Attachment.

### **Additional Terms and Conditions**

 This support is in addition to any other support the Customer may be entitled to receive under the Agreement. For more information on what other support might be available, please consult your Order Form and/or Agreement.

# Attachment B

# Asset Resale or Recycling Service

### Service Overview

This Add-on Service provides an environmentally appropriate and convenient way to dispose of unwanted or out of lease equipment. All equipment is managed in accordance with the <u>Dell Electronic Disposition Policy</u> and the <u>Dell Media Sanitization of Data Storage Devices statement</u>.

### Service Features

This Service Attachment applies to the following Asset Recovery Services options for both Dell and non-Dell branded client and server equipment:

- IT Asset Resale and Recycling Service with Offsite Data Sanitization (Expires 4 years from date of purchase) – no unit minimum required: Recommended for Customers who own their equipment and would like to responsibly dispose through resale or recycling. Customer must remove sensitive and personal data prior to shipping. Service includes shipping, processing, detailed disposal reporting, confirmation of disposal, and payment if there is residual value recovered on the equipment returned.
- Also includes a point of contact for easy customer management ("Recovery Manager") and access to the TechDirect Portal.

Except to the extent applicable law requires otherwise, you may only use this Service during the 4-year (as indicated above) period following the date of your original purchase ("Expiration Date"). The original purchase date is defined as the earlier of the date of the invoice for the Service or order confirmation from Dell. Dell's delivery of the Service will be deemed satisfied after the Expiration Date even if you do not use this Service.

#### **TechDirect Portal Access**

Customers purchasing Asset Recovery Services gain access to the TechDirect Portal. Through the portal, Customers can view and perform tasks associated with their purchased Service, which include but are not limited to:



- Receive appraised values.
- View Asset Resale and Recycling service credits.
- Schedule & track services.
- View and download reports.
- Request payment for recovered residual value on equipment resold under the Asset Resale and Recycle Service.

All Customer Asset Recovery Service details corresponding to the Service(s) purchased and used by Customer will be accessible through the TechDirect Portal.

A Customer's use of the TechDirect Portal is subject to the Self-Service Portal Terms of Use ("Terms of Use") that correspond to the Asset Recovery Services option purchased by the Customer.

The Terms of Use agreed to by Customer include but are not limited to: (1) the Customer's obligation to review, acknowledge and approve specifications for the supported Service; and (2) the disclaimers of liability by Dell and/or assumption of liability by Customer for any aspects of use of the Customer Self-Service Portal that Customer accepts pursuant to the Terms of Use presented to Customer via the TechDirect Portal.

### **Deliverables**

The following is provided as part of the Service:

- Access to the TechDirect Portal, granting the Customer the ability to:
  - Obtain Value Appraisals: see an estimated value of retiring equipment.
  - View Dashboard: complete view of all available Asset Resale and Recycling service credits, recent activities, and pending actions.
  - Schedule Service: schedule services for their location, desired date, and time within business hours.
  - Track Service: see status of each service including scheduled, pending, in progress, and completed services.

#### Logistics and packaging:

- More than 20 pieces of equipment: Dell provides logistics and packaging through freight providers.
- Less than 20 pieces of equipment: Dell provides logistics through parcel service providers.
- Processing: For Resale/Recycle Service processing includes auditing full chain of custody from shipping to delivery at processing facility, functional testing, cosmetic grading, data sanitization aligning to the NIST SP 800-88r1 standard, and resale value evaluation.
- **Reporting:** Customer can view and download reports on orders, Asset Resale and Recycling service credit availability, schedules, and value recovery appraisals. Additional reporting for the following Services will also be available, within the online portal:
  - Resale and Recycling will include equipment disposition reports and confirmation of disposals.
- Payment: When Customer is eligible to receive value for equipment resold, Customers will have the ability to request payment for electronic fund transfers through the TechDirect Portal. Value Recovery funds are net of applicable taxes, and each party shall pay all sales and goods and services taxes owing in respect of the amounts payable by it hereunder.

# **Corresponding Base Services**

• Asset Resale or Recycling may be purchased with any other Service under this Service Description.

## **Exclusions**

For the avoidance of doubt, the following activities are not included in the scope of this Service Description:

Any activities other than those specifically set forth in this Service Attachment.



 The Service does not include the development of any intellectual property created solely and specifically for the Customer.

# **Customer Responsibilities**

Customer agrees to meet the following specific responsibilities and acknowledges that failure to meet these responsibilities may negatively affect Dell ability to perform the Service:

Prior to service, the Customer shall:

- For Freight Service (more than 20 pieces of equipment): Declare, at time of scheduling, any site access issues, security restrictions, union labor requests, certificate of insurance requirements, dock restrictions or time restrictions.
- For Parcel Service (less than 20 pieces of equipment): Pack and seal each piece of equipment in a separate box using appropriate packing materials to ensure equipment is protected against damage during shipment to Dell, and use a printed label provided through TechDirect.
- Complete a commercial invoice for any country as required by Dell.
- Remove all confidential, proprietary, sensitive, or other non-public data and any third-party software from any and all equipment (e.g., hard drives that failed the Data Sanitization, etc.) which was not identified by Dell on the data sanitization summary as being successfully data sanitized ("PASS").
- Remove/disable all passwords and other access security features and terminate any theft deterrent or laptop tracking software contained within such equipment.
- Terminate or transfer all licenses associated with third party software contained on equipment.
- Remove from equipment and retain all loose data storage media (e.g., USB key, SD card, etc.).
- Remove from all printers any ink and toner cartridges.
- Verify the consolidated equipment contains only computer hardware and no other content such as appliances, office equipment, biohazard waste, biohazard equipment, materials, packaging or boxes.
- Verify equipment is complete and properly assembled and includes all associated accessories or peripherals that are being returned to the leasing agency and to maximize your value return for products being resold.
- Unplug/un-rack/unpack/unbox all equipment and clearly segregate such equipment from equipment not for shipping (please note: if equipment is packed or boxed by the Customer prior to shipping, Dell may require the shipping to be rescheduled at the Customer's expense, or Customer can sign a Customer Pack Waiver to allow shipping of equipment packed or shrink wrapped by Customer).
- Consolidate the equipment at each site (including the equipment that have been successfully data sanitized) in a central location which is reasonably accessible by Dell's logistics provider.
- Provide a site representative to direct Dell's logistics provider to the equipment to ensure correct equipment is removed.
- De-register equipment and other associated systems from Windows Autopilot, where applicable.

#### **Customer Warranty.** The Customer represents and warrants as follows:

- The Customer has good and marketable title to the equipment free and clear of all liens, claims and encumbrances of any kind for owned assets.
- The Customer has removed all confidential, proprietary, personal, sensitive and other non-public data and any third-party software from all equipment, which was not identified by Dell on the data sanitization summary as being successfully sanitized ("PASS").
- The Customer is duly authorized to sell such equipment and that such sale shall not result in a breach by the Customer of any agreement or judgment binding upon the Customer.
- Unless otherwise disclosed by Customer and acknowledged by Dell in writing prior to shipping, the equipment will be operating to the manufacturer's published specifications upon delivery to Dell.
- The Customer is responsible for and has complied with the health and safety requirements and



obligations applicable to it in relation to the site(s) to which Dell or its providers are given access by the Customer, including the Data Sanitization Workspace.

If the Customer breaches any of its obligations or warranties outlined in this Service Attachment, Dell shall not be obligated to provide the Services or be liable for any damages resulting from the Customer's breach. Alternatively, the Customer may incur additional fees and expenses for any resulting additional time or materials, loss or damage incurred by Dell or its providers.

Customer agrees to fully indemnify, defend and hold Dell harmless and pay for all costs and fees arising from any claim or liability or legal obligation in connection with any data that is contained or may possibly be accessed on the equipment ("Data") including without limitation (i) any claim that Data was accessed improperly or not maintained in a secure manner or (ii) any obligation or liability arising from any law or regulation concerning the security or protection of stored or transmitted data or personal information.

# **Pricing and Payment Terms**

The Customer will be charged on a per piece of equipment basis.

Miscellaneous items will be aggregated, weighed, and billed at the rate of one piece of equipment for every 40 lbs. or 18 kg of weight. Miscellaneous items include:

- External computer components (e.g., cables, peripherals, external drives, keyboards, mice, docking stations)
- Loose internal computer components
- Non-computer related parts (e.g., telecom/cellphone, DVD/DVR)

The Customer hereby agrees to pay the price for each piece of equipment per the applicable Dell order confirmation, as well as any additional fees and costs set forth in this Service Attachment. The Customer acknowledges and agrees that Dell shall be entitled to offset amounts due to Dell from Customer under this Service Attachment against the amounts otherwise payable by Dell to the Customer hereunder.

#### Additional Fees

Customer will be charged additional fees based on the following, the amount for which will be provided in a separate quote generated by Dell:

- Services rendered by Dell for equipment in excess of the amount ordered will be billed at the per piece price for the associated Service.
- Piece(s) of equipment weighing more than 40 lbs. or 18 kg may incur additional transportation fees.
- For freight service or any onsite services where the unit minimum requirement is not met, additional fees will be incurred. Service in offshore territories, islands and other remote or indirect locations will incur additional fees.
- Service at sites that:
  - Are access or vehicle restricted
  - o Require union labor
  - Have restricted appointment availability or,
  - Require appointment outside of normal Business Hours
- If the Customer, the site and/or the equipment, does not conform to the requirements set forth in this Service Attachment, the applicable Services may need to be rescheduled and/or additional fees will apply.
- Failed service appointment attempts by Dell's logistics provider where the Customer or equipment is not ready at the agreed upon date of the appointment may result in additional fees.
- Costs incurred if incorrect equipment is identified for shipping.
- Cost incurred if delivery address provided for return to lease is incorrect.
- Hard Drive removal or equipment dismantle requests during the Onsite Hard Drive Shred Service.



## Important Additional Terms

### Title and Risk of Loss

Dell or Dell's logistics provider will bear the risk of loss or damage to the equipment after departure from the appointment location. Title will be deemed to pass to Dell or Dell's logistics provider upon receipt and possession of the equipment by Dell or Dell's logistics provider.

#### Liability

As it relates specifically to the Services provided under this Service Attachment only, and despite any conflicting terms in the Agreement, the following terms and conditions apply:

DELL'S AND ITS SERVICE PROVIDERS' LIABILITY FOR SERVICES PROVIDED IN ACCORDANCE WITH THIS SERVICE ATTACHMENT, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH LIABILITY, WILL BE AT ALL TIMES SUBJECT TO THE FOLLOWING LIMITATIONS AND EXCLUSIONS:

- DELL SHALL HAVE NO LIABILITY (WHETHER IN CONTRACT, TORT OR OTHERWISE) FOR
  THE SECURITY OR CONFIDENTIALITY OF DATA RESIDING ON EQUIPMENT EXCEPT FOR
  THE UNAUTHORIZED DISCLOSURE OF DATA FROM A SYSTEM HARD DRIVE WHICH DELL
  AND/OR ITS SERVICE PROVIDERS FAILED TO PROPERLY PERFORM THE DATA
  SANITIZATION AT CUSTOMER'S SITE IN ACCORDANCE WITH THE PROCESSES SET
  FORTH HEREIN AND SUBSEQUENTLY CERTIFIED SUCH HARD DRIVE AS BEING
  SUCCESSFULLY SANITIZED ON THE DATA SANITIZATION SUMMARY. IN SUCH CASE
  DELL SHALL BE LIABLE TO CUSTOMER FOR DIRECT DAMAGES RESULTING FROM SUCH
  DISCLOSURE UP TO AN AMOUNT NOT EXCEED, IN THE AGGREGATE, THE TOTAL
  AMOUNT OF FEES PAID OR PAYABLE BY CUSTOMER UNDER THIS SERVICE
  ATTACHMENT WITHIN A CALENDAR YEAR.
- DELL'S MAXIMUM AND SOLE LIABILITY (WHETHER IN CONTRACT, TORT OR OTHERWISE)
   ARISING OUT OF OR IN CONNECTION WITH ANY CLAIM FOR LOSS OF ANY PHYSICAL
   ITEM OF EQUIPMENT SHALL IN NO EVENT EXCEED THE VALUATION THEREOF SET OUT
   IN THE CUSTOMER'S VALUE APPRAISAL, OR A VALUE OTHERWISE REASONABLY
   DETERMINED BY DELL USING INDUSTRY STANDARD EVALUATION METHODS.

# Supplemental Terms & Conditions

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

#### 2. Important Additional Information

- A. Rescheduling. Once this Service has been scheduled, any changes to the schedule must occur at least 8 calendar days prior to the 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 Services. Any rescheduling of the Service will be confirmed by Customer at least 8 days prior to commencement of the Service.
- **B.** 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.



- C. 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 obligations under this Service Description.
- D. 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 Attachment.
- **E.** 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.
- F. 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 onsite technician; or
  - Customer fails to abide by all 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 by 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.

G. Geographic Limitations and Relocation. This Service will be delivered to the site(s) indicated on the Customer's invoice. This Service is not available at all locations. Service options, including service levels, technical support hours, and onsite availability and 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. Dell's obligation to supply the Services to relocated Supported Products is subject to various factors, including without limitations, local Service availability, additional fees, and inspection and recertification of the relocated Supported Products at Dell's then-current time and materials consulting rates. Online First Article service is not available in all geographies. Asset Tagging and Asset Reporting are also available on select peripherals (e.g., monitors, printers, racks) within the Americas, Europe, Middle East, and Africa regions.

# Attachment C

# Onsite PC Installation Service

#### Service Overview

This Onsite Base Service provides for the onsite setup and connectivity of a new Supported Product or Legacy System (the "Onsite PC Installation").

#### Service Features

#### **Installation of Supported Product**

- Unpacking of a new Supported Product from shipping boxes and inspecting components for any damage.
- Organization and connection of Supported Product deskside peripherals (e.g., monitors, keyboards, power supplies, mice, etc.).
- Connection of the Supported Product to the Customer's power and networking sources.



• Movement of all boxes, packaging materials and debris to a disposal area within the building where the deployment Services are provided and properly cleaning the installation area, so it is materially returned to its original condition.

### **Connectivity for Supported Product**

- Booting the new Supported Product and verify network connection for Customer's network connected devices.
- Log on to the new Supported Product using Customer-provided user ID and password.
- If the Customer needs any of the items/actions below, the Customer must notify Dell of these requirement needs (via assigned SPOC):
  - The reconnection of existing or installation of new external deskside peripherals to Supported Product and configuration for use. When required, Dell will load the drivers supplied by Customer and will conduct an agreed upon simple test for functionality (e.g., print a test page).
  - o Completion of basic domain join through Windows native interface.
  - Joining of Supported Product to workgroup. Supported Product can be joined to the default container within Active Directory.
  - Completion of Enterprise Enrollment.
  - Configuration of IP address.
  - Setup of email or online account.
  - Configuring Remote Desktop Connection.
  - Mapping of network printers to new Supported Product.
  - Restore network file sharing.
  - o A brief and basic orientation on the primary functions of the new Supported Product.

#### **Data Transfer**

- Onsite technician will connect to a remote technician to complete this service.
- Transfer of end-user data and files.
- Capture end-user data and files from the Legacy System or Customer provided external drive or media.
- Transfer of data associated to user profiles to the new Supported Product(s) or Customer provided cloud storage, external drive, or media.
- Upon completion of the transfer the remote technician will confirm and/or report integrity of the transfer.

### **Settings Transfer**

- Onsite technician will connect to a remote technician to complete this service.
- Transfer of common end-user personalization and settings from the Customer's Legacy System.
- Transfer of settings associated to user profiles to the new Supported Product(s).
- Transfer of common application settings.

#### Software Installation

- Onsite technician will connect to a remote technician to complete this Service.
- Installation of a Supported Product application(s) via Customer provided internet download, manual script, USB, or CD/DVD.
- As requested by Customer, assistance with product activation and applying updates.
- Basic configuration of software for use (such as a remote desktop application) to confirm proper functionality.
- As requested by Customer, uninstalling the software application(s).
- As requested by Customer, upgrading software application version(s).

# De-installation of Legacy System (if requested and when technician is still onsite)

- Disconnection of the hardware components, network cable, and power cord for the Customer's Legacy System.
- Placement of the Legacy System components in boxes using packaging materials from the new Supported Product or other materials supplied by the Customer.
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Movement of the Legacy System to an onsite storage area or new end-user site in the deployment building as designated by the Customer.

# Corresponding Add-on Services

- Onsite Peripheral, Network, or Shared Device Add-on.
- Onsite Additional Technician Time Add-on.
- Onsite Operating System or Image Add-on.
- Onsite Internal Component Add-on.

# Customer responsibilities

Customer agrees to the following specific responsibilities:

- Customer must purchase one Onsite PC Installation Service for each Supported Product.
- For each of the Customer's deployment sites, provide all critical information specific to each site to Dell prior to Dell beginning onsite Services.
- Prepare all work areas and end-user desks prior to the start of Services including access to the system, external peripherals, power, and network connectivity.
- Prior to the technician arriving onsite, create domain account and computer objects (if required prior to joining Client System to domain) within Active Directory to enable the domain join prior to scheduled deployment date.
- Provide domain account credentials for use by Dell technician with rights necessary to join a computer to the default Computers container in Active Directory.
- Supply all applicable drivers for hardware installation.
- Purchasing additional Services, if required by Customer. Please see Corresponding Services.
- Create and provide the scheduling details of all necessary resources required for the Service, including the end user installation schedule.
- Assign a site coordinator for each Customer site.
- Provide requirements (e.g., address(es) and available installation times for the purpose of scheduling) and technical data needed for the Service via the Site Survey.
- Ensure all necessary Customer resources are available for the duration of the onsite installation, including technical contacts.
- Provide access to Customer facilities and systems as needed to provide the Service, including, but not limited to, safe and adequate parking facilities, any necessary keys or badges.
- Provide a safe working environment and reasonable office accommodation.
- Additionally, for Onsite Installations occurring at a residential office, Customer must have an adult present at all times during the performance of the Service.
- Provide Services Site Acceptance upon Site completion.
- Provide Dell with local administration rights necessary to perform the Service.
- Legacy system must be available and fully operational for any services to be performed on legacy system.
- Customer's network meets a minimum standard ethernet 100Mbps switched subnets and provides 5-10 Mbps throughput at the Client System.
- Maintain a stable network infrastructure across all Customer sites.
- All systems in an order must be scheduled together as part of a singular event. In general, orders of 10 or less being scheduled for the same time/same day.
- Service location must be easily accessible by vehicle and without use of special tools or equipment.
- De-installation of the Legacy System requires the concurrent installation of a new Supported
- Customer must locate the Supported Product within the building in which it is to be installed prior to the commencement of the Service.
- All onsite services for a device will be coordinated to be performed at the same time.
- Provide Dell with the software (e.g., the script, USB or CD/DVD) required to perform application installation.



- Test and verify that the software application operates according to the Customer's needs on the supported hardware platform(s) that will be purchased. Dell will not be held responsible for errors or non-compatibility issues that arise during the software installation process which result from Customer's failure to test and verify software compatibility.
- Provide any and all software licensing required and provide the technician with an adequate quantity of installation media and installation instructions.
- As required for application installation, grant technician access to the Customer's network to perform the Services.
- Ensure the Supported Product is attached to a local area network and has reliable Internet access.
- If required to complete the service to the Customer's specifications, provide cloud storage, external drive, or media.
- Notify Dell if de-installation services are required at the conclusion of the data transfer.

## Dell Responsibilities

- Collect site and scheduling information from the Customer.
- Dell will work with the Customer to review the scope of Services purchased.
- Dell may collect relevant current state data about the Legacy System to plan for the Service fulfillment. This may be done by phone, email or using Dell's deployment tools.
- Dell will collect site, contact and scheduling information for each of the Customer's deployment sites to ensure all critical details specific to the site are provided to Dell prior to Services beginning.

### **Excluded Services**

- Setting up a new network.
- Transportation of system between locations or any other type of logistic services.
- Offsite removal and/or recycling of Legacy System by onsite technician.
- Joining specific Organization Units within Active Directory; computers will be joined to the default Computers container.
- Providing or running custom scripts to join domain.
- Troubleshooting errors associated to the native Windows domain join process.
- Setting up or configuring Active Directory.
- Installation of point-of-sale /cash registers.
- Multiple technician visits per purchased Onsite PC Installation Add-on.
- Mounting hardware onto surfaces or peripheral devices requiring tools or multiple simultaneous
- Transfer of data in an event separate from the corresponding Onsite PC Installation Service event.
- Data and settings transfer using tools other than the tool(s) Dell designates for the performance of the Service by Dell's personnel.
- Transferring data for user accounts to alternate domains.
- Any backup of data or recovery of data, including disaster recovery.
- Separate scheduling of the transfer and installation services.
- Scripting for application installations.
- Transferring of applications or software. Software applications are installed/reinstalled not transferred.
- Installation of operating system software.
- Customization and/or personalization of software (beyond what is required to ensure software is properly installed).
- Transferring data from or to non-Windows based operating systems.
- Configuration of security software such as anti-virus/spyware/malware software.
- Installation or configuration of enterprise software.
- Onsite technician remaining onsite while applications are installed or the data transfer completes.
- Any activities other than those specifically set forth in this Service Attachment



### Additional Terms and Conditions

- Reasonable attempts will be made to transfer the Customer's data; however, if after 3 attempts the transfer is deemed unfeasible by Dell, then the Service may not be performed.
- Customer caused delays which prevent the Dell technician from performing the Onsite Installation Service prior to or while the technician is onsite may be subject to additional charges. There may be additional charges for any requests made directly to onsite technicians for additional activities.
- If it is determined that there are elements of the Customer's environment or hardware that are limiting the transfer speed and extending the time required by the technician, Dell will work with the Customer to mitigate those issues. Based on Dell's determination, Customer may incur additional charges through the Change Control process.
- For security reasons, Dell will not introduce USB/external media into the Customer's environment. If required for access to the data migration tool installer used by Dell, the Customer must provide USB/external media. Additional charges, if determined to be warranted, will be charged through the Change Control process.

# Attachment D

# Trip Charge for Onsite Installation or Configuration Service

### Service Overview

This Service Onsite Base option provides for technician travel to Customer's onsite location only (the "Onsite Trip Charge for Installation" or "Onsite Trip Charge for Configuration") as set forth more specifically in this Attachment. Note that the purpose of the Trip Charge is to enable the delivery of Add-on(s) Services where the Onsite PC Installation Service is not being performed. Onsite Add-ons must be purchased with this Onsite Base option for Services to be performed once the technician is onsite at the Customer's site.

#### Service Features

This Service includes the travel of a Dell technician (maximum one trip per day), for each day such technician is required to travel to the Customer's onsite location to perform Service(s) to a Supported Product. Since this Service only includes the arrival of technician at the Customer's location at the scheduled time, this Service must be purchased in conjunction with one or more of the corresponding Onsite Add-ons.

"Onsite Trip Charge for Installation" is intended for physical installations (e.g., the installation of a network device or an internal component, etc.) or other similar physical activities while "Onsite Trip Charge for Configuration" is intended for changes to software and/or operating systems.

# Corresponding Onsite Add-on Services

Trip Charge must be purchased with one or more of the following Add-on(s):

- Onsite Peripheral, Network or Shared Device Add-on.
- Onsite Internal Component Add-on.
- Onsite Additional Technician Time Add-on.
- Onsite Operating System or Image Add-on.

# Customer Responsibilities

- The Service schedule will be distributed by Customer to end-users prior to the scheduled Trip
- Customer will notify Dell of any conflicts to lock the schedule no later than 7 days prior to the scheduled Trip Charge date.



 Provide all information necessary to ensure all critical details specific to the site are provided to Dell prior to onsite Services beginning.

## **Dell Responsibilities**

- Dell will work with the Customer to review the scope of Services purchased including Add-ons.
- Collect site and scheduling information for each of the Customer's deployment sites.

### **Excluded Services**

Any activities other than those specifically set forth in this Service Attachment.

## Attachment E

# Onsite Peripheral, Network or Shared Device Service

### Service Overview

This Onsite Add on Service provides for the onsite setup of a non-Supported Product device that is typically shared, often over a network, among multiple end users (the "Onsite Peripheral, Network or Shared Device Service"), as set forth more specifically in this Attachment.

### Service Features

#### **Network Device Installation**

Network Device Installation includes the installation of a network creating devices (e.g., wireless router), a non-deskside network device (e.g., centralized shared office network printer), a display device (e.g., TV with networking capabilities), or a local peripheral device directly connected to the Supported Product (e.g., a scanner) up to 100 lbs. (45 kg) in weight. The Onsite Peripheral, Network or Shared Device Service includes:

- Unboxing and physical set up of the device.
- Plugging of power cords into electrical sources.
- If required to complete the Service, connection of network cables.
- Movement of all boxes, packaging materials and debris to a disposal area within the building where the deployment Services are provided.
- Cleaning of the installation area so that it is substantially returned to its original condition.

#### **Network Creating Device**

For the installation of a network creating device, this Service also includes the following features:

- Configuration of basic end-user network (wireless or wired).
- If requested by Customer, configuration of security settings.
- If requested by Customer, configuration of a peer-to-peer workgroup.
- Testing to ensure the Supported Product can connect to the new network.

### **Non-Deskside Network Device**

For the installation of a large, non-deskside network device, this Service also includes the following features:

- Connection to an existing network (e.g., domain based or peer-to-peer).
- If required to complete the Service, joining of device to domain and issuance of IP address.
- Basic configuration of the network device for use to confirm proper functionality.
- Testing to ensure the network device functions (e.g., printing a test page for a shared network printer).



#### **Display Device**

For the installation of a display device, this Service also includes the following features:

- Connection of device to input and output sources.
- Configuration of device for use (e.g., initial setup, adjusting color settings, etc.).
- If requested by Customer, placement of device on a pre-installed Customer-provided stand or mounting hardware.
- If requested by Customer, connection to an existing network.

#### **Local Peripheral Device**

For the installation of a Local Peripheral Device, this Service also includes the following features:

- Basic configuration of the local peripheral device for use to confirm proper functionality.
- If requested by Customer, enable network sharing.

# **Corresponding Base Services**

The Onsite Add-on Service must be purchased with one of the following Base(s):

- Onsite PC Installation
- Trip Charge for Onsite Installation or Configuration Onsite Additional Technician Time Service -Full Day

# **Customer Responsibilities**

Customer agrees to the following specific responsibilities:

- Purchase a corresponding Onsite Base Service.
- Purchase an individual Onsite Peripheral, Network or Shared Device Service for each device to be installed.
- If required to complete the Service, provide stands, mounting hardware, or other specialized hardware prior to the start of this Service.
- Ensure proper cabling, power and Customer's network are available and accessible prior to the start of this Service.

## **Excluded Services**

- Installation of an Onsite Network or Shared Device weighing more than 100 lbs. (45 kg).
- Running new cabling/wiring for devices (e.g., power, input/output, network, etc.) which requires specialized tools or construction.
- Installation requiring light construction or specialized tools.
- Installation of an enterprise or server network (e.g., creating a domain).
- Installation of software not required for the peripheral to function.
- Configuration or customization of peripheral software.
- Any activities other than those specifically set forth in this Service Attachment



# Attachment F

# Onsite Operating System or Image Service

### Service Overview

This Onsite Add-on Service provides the installation of or changes to the operating system of the Supported Product, or alternatively, loading an image onto the Supported Product (the "Onsite Operating System or Image Service") as set forth more specifically in this Attachment.

### Service Features

### Operating System (OS) Installation or Upgrade

- Install (or reinstall) the OS of a Supported Product.
- Boot new Supported Product and verify OS was successfully installed.

#### **Image Load**

- Loading of Customer-provided image onto the Supported Product.
- Basic functionality test(s) conducted to ensure the OS image is installed successfully.
- Image can be loaded using either Customer-provided media, or network, where available.

#### Software Installation

• Installation of a Supported Product application(s) via Customer provided internet download, manual script, USB, or CD/DVD.

# **Corresponding Base Services**

Onsite Operating System or Image Service must be purchased with one of the following Base(s):

- Onsite PC Installation
- Trip Charge for Onsite Installation or Configuration
- Onsite Additional Technician Time Service Full Day

## **Customer Responsibilities**

Customer agrees to the following specific responsibilities:

- Purchase a corresponding Onsite Base Service.
- Purchase an individual Onsite Operating System or Image Service for each device that requires installation of an Operating System or an image.
- Create, test and verify that the software application and operating system settings operate according to the Customer's needs on the supported hardware platform(s).
- Complete, validate accuracy and verify requirements by reviewing and approving work instructions via email with SPOC.
- Provide all necessary licensing, adequate quantity of installation media and installation instructions to the Dell technician upon arrival at Customer site.
- Dell must be able to leverage Customer's network to perform the Services if required for application installation
- Standard Ethernet 100MB T base switched subnets, and 5-10 MB/sec throughput at the desktop is available for application load.
- Verify and validate that the Supported Product compatibility requirements for the OS being installed, or image to be loaded, has been met.
- Supply all software, hardware, related equipment (e.g., rack, router, cables, etc.), and network



- server access required for imaging process, where required.
- Supply all applicable software licensing or drivers for hardware installation
- If data or programs are present on the Supported Product, back-up any data or programs. DELL WILL HAVE NO LIABILITY FOR LOSS OR RECOVERY OF DATA OR PROGRAMS RELATED TO THE CUSTOM BIOS SETTINGS.
- If applications installation is requested, provide Dell with the software (e.g., the script, USB or CD/DVD) required to perform application installation.
- Test and verify that the software application operates according to the Customer's needs on the supported hardware platform(s) that will be purchased. Dell will not be held responsible for errors or non-compatibility issues that arise during the software installation process which result from Customer's failure to test and verify software compatibility.
- Customer is responsible for any and all software licensing requirements and will provide the technician with an adequate quantity of installation media and installation instructions
- As required for application installation, grant technician access to the Customer's network to perform the Services.
- Customer's network meets a minimum standard ethernet 100Mbps switched subnets and provides 5-10 Mbps throughput at the Supported Product.
- Maintain a stable network infrastructure across all Customer sites.
- Ensure the Supported Product is attached to a local area network and has reliable Internet access.

### **Excluded Services**

- Procurement of any software or hardware.
- Customization and/or personalization of software (beyond what is required to ensure software is properly installed).
- Creation or testing of the Customer image.
- Provision of media or infrastructure needed for image loading.
- De-installation or re-installation of any existing hardware products or software applications (excluding the OS).
- Backup of Customer data or recovery of Customer data, including disaster recovery.
- Transferring applications or scripting for application installations at the system.
- Dell will not make more than 3 attempts to install the Operating System or image.
- Dell shall not be held responsible for errors during the installation process and any errors encountered during the installation.
- Any activities other than those specifically set forth in this Service Attachment.

# Attachment G

# **Onsite Internal Component Service**

### Service Overview

This Onsite Add-on Service provides certain hardware updates to a Supported Product (the "Onsite Internal Component Service") as set forth more specifically in this Attachment.

## Service Features

This Service includes installing internal removeable components of a Supported Product such as memory, a sound card, a video card, internal laptop keyboard, a secondary hard drive, or an optical drive.

- Open chassis of Supported Product.
- If required to complete the installation of the internal component, removal of required component from Legacy System.
- Install component and ensure it is properly seated and close Supported Product.



- Re-attach all necessary cables and power up Supported Product.
- Confirm Supported Product identifies component correctly.
- Load driver(s) if necessary.

# **Corresponding Base Services**

Onsite Internal Component Add-on must be purchased with one of the following Base(s):

- Onsite PC Installation
- Trip Charge for Onsite Installation or Configuration Onsite Additional Technician Time Service -Full Day

# **Customer Responsibilities**

Customer agrees to the following specific responsibilities:

- Purchase a corresponding Onsite Base Service.
- Purchase an individual Onsite Internal Component Add-on Service for each device that requires hardware updates
- Provide hardware component to be installed to the Dell technician upon arrival at Customer site.
- Supply hardware to be installed.
- Verify the compatibility and Supported Product requirements for hardware being installed.
- Supply all applicable software licensing or drivers for hardware installation.
- Back-up any data or programs. DELL WILL HAVE NO LIABILITY FOR LOSS OR RECOVERY OF DATA OR PROGRAMS RELATED TO THE INTERNAL COMPONENT INSTALLATION SERVICE.

### **Excluded Services**

- Procurement of any software or hardware.
- Dell shall not be held responsible for errors during the installation process and any errors encountered during the installation.
- Removal or installation of any non-removable Supported Product components (e.g., hardwired to the motherboard).
- Any activities other than those specifically set forth in this Service Attachment

# Attachment H

# Onsite Additional Technician Time Service

### Service Overview

This Onsite Add-on Service, available in one-hour increments, provides for additional technician time as part of an onsite Service (the "Onsite Additional Technician Time Service") as set forth more specifically in this Attachment.

#### Service Features

- A technician to perform Customer-directed client configuration activity for a predetermined period of time.
- The scheduling of Onsite Technician Time will be contiguous, at a single deployment site, and must occur in the same business day.

"Onsite Additional Technician Time" can be used for changes such as software configuration, answering questions or customization of the Supported Product.



# **Corresponding Base Services**

Onsite Additional Technician Time Add-on must be purchased with one of the following Base(s):

- Onsite PC Installation
- Trip Charge for Onsite Installation or Configuration

# **Customer Responsibilities**

Customer agrees to the following specific responsibilities:

- Purchase a corresponding Base Service for Onsite Additional Technician Time.
- Review desired Services during service review with the Dell designated representative.
- Provide detailed instructions to the Dell technician once at the Customer's onsite location.
- Keep activities to the allotted time frame of Onsite Technician Time.

### **Excluded Services**

- Non-client deployment-related activities, or any Services which a client deployment technician would not be qualified to perform.
- Provision of any software or hardware.
- Any activities other than those specifically set forth in this Service Attachment

# Attachment I

# Onsite Additional Technician Time - Full Day Service

### Service Overview

This Onsite Base Service provides for a Full Day of technician time as a Base Service (the "Onsite Additional Technician Time – Full Day Service") when purchased as set forth more specifically in this Attachment.

### Service Features

- Technician to perform Customer-directed client deployment activity for a predetermined period of time (e.g., post-installation onsite support).
- Scheduling of the Onsite Additional Technician Time Full Day Service will be contiguous, at a single deployment site, and must occur in the same business day.
- Onsite Technician Time is available in full day increments.
- A full day is considered 8 hours of work time, unless prohibited by local laws.

# **Customer Responsibilities**

Customer agrees to the following specific responsibilities:

- Review desired Services during service review with the Dell designated representative.
- Provide detailed instructions to the Dell technician once at the Customer's onsite location.
- Keep activities to the allotted time frame of Onsite Technician Time.

### **Excluded Services**

- Non-client deployment-related activities, or any Services which a client deployment technician would not be qualified to perform.
- Provision of any software or hardware.
- Performance of services that are defined elsewhere in this Service Description.
- Any activities other than those specifically set forth in this Service Attachment

