

Service Description

Keep Your Hard Drive

Terms & Conditions Overview

This agreement ("Agreement" or "Service Description") is made between the customer ("you" or "Customer") and the Dell entity identified on Customer's invoice. By purchasing these Services (as defined herein) from Dell, Customer agrees to be bound by all terms and conditions set forth in this document. Customer agrees that renewing, modifying, extending or continuing to utilize the Services beyond the initial term is subject to the then-current Service Description available for review at www.dell.com/servicecontracts.

- **Direct Purchasers & End Users Who Purchase Dell Services from a Reseller.** This Service is provided in connection with Customer's separate signed master services agreement with Dell or, in the absence of such agreement, Dell's Customer Master Services Agreement ("CMSA"), which can be obtained at www.dell.com/servicecontracts and is incorporated by reference in its entirety herein.
- **PartnerDirect Registered or Certified Partners and Resellers.** This Service is provided for resale by authorized resellers in connection with Dell's Terms and Conditions of Sale for Persons or Entities Purchasing to Resell, which can be obtained at www.dell.com/servicecontracts and is incorporated by reference in its entirety herein.

Service Overview

Dell's Keep Your Hard Drive Service ("KYHD" or the "Service") allows commercial Customers to retain possession of their failed hard drives (standard and SATA HDDs) when receiving replacement hard drives pursuant to a Qualified Repair. A "Qualified Repair" includes a repair and/or replacement of a defect(s) in workmanship occurring within the hardware warranty period applicable to Customer's Supported Product(s).

Supported Products: Keep Your Hard Drive Service is available with Dell PowerEdge™, Dell PowerEdge SC™, PowerConnect™, Dell Equal Logic™, Dell Compellent™, select PowerVault™ and Dell | EMC Enterprise Storage™ systems which are in a standard configuration, as well as OptiPlex™, Precision™, Latitude™, Dimension™, Vostro™, and Inspiron™ computer systems**. KYHD runs concurrently with the hardware limited warranty and is available at point of sale or anytime before the system experiences a hard drive failure while the system remains under limited warranty. A separate KYHD contract must be purchased for each system or "box." (A single contract will cover all the hard drives contained within an individual server or storage device.) Dell will only replace a failing hard drive that was purchased from Dell and installed in a Dell system, excluding items purchased through Dell's Software and Peripherals group, either at the time of system purchase or as a Customer kit and which is still under warranty.

Support Procedures

Receiving Support. Customers should call Dell technical support in accordance with Customer's applicable service agreement when they experience a problem or suspect a hard drive failure. Customers will receive support in accordance with their applicable service agreement.

If the technician determines that the hard drive requires a Qualified Repair, Dell will ship the replacement hard drive to the Customer pursuant to Customer's applicable service agreement. This KYHD Service entitles Customer to retain possession of the failed drive.

Keep Your Hard Drive Contract does not include:

- Data destruction or data wipe.
- Asset recovery, disposal or recycling.
- Retention of hard drives that are subject to product recall due to health and safety risks.
- Replacement of faulty hard drives materially in excess of the standard failure rates for the system involved.
- Non-standard hard drives requested as part of Dell Custom Factory Integration service.
- Support for failed/retained hard drives. (Support continues solely on the replacement hard drive pursuant to the applicable service agreement.)
- Any activities not expressly stated in this Service Description.

Customer Responsibilities

- **Software/Data Backup.** It is the Customer's responsibility to complete a backup of all existing data, software, and programs on Supported Products prior to Dell performing any Services. **DELL WILL HAVE NO LIABILITY FOR LOSS OR RECOVERY OF DATA OR PROGRAMS OR LOSS OF USE OF SYSTEM(S) ARISING OUT OF THE SERVICES OR SUPPORT OR ANY ACT OR OMISSION, INCLUDING NEGLIGENCE, BY DELL OR A THIRD-PARTY SERVICE PROVIDER.**
- **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, the data on it, and all hardware and software components included in it, for the purpose of providing these Services. If Customer does not already have that permission, it is Customer's responsibility to obtain it, at Customer's expense, before Customer asks Dell to perform these Services.
- **Cooperate with Phone Analyst and On-site Technician.** Customer agrees to cooperate with and follow the instructions given by Dell phone analyst and its on-site technicians. Experience shows that most system problems and errors can be corrected over the phone as a result of close cooperation between the user and the analyst or technician.
- **Report Hard Drive failures.** Report each instance of hard drive failure to Dell hardware warranty support in accordance with Customer's applicable service agreement.
- **Provide Part Information.** Upon request, provide Dell the piece part identification information ("PPID") or adequate detail to validate that a contract covered drive failure has occurred.
- **Onsite service.** Inform the technician that KYHD was purchased for the system.
- **Physical control.** Retain physical control of hard drives from systems covered by KYHD. **Dell is not responsible for data contained on hard drives which are returned to Dell.**
- **Disposal.** Disposal or destruction of the failed/retained hard drive and/or ensure that sensitive, classified, or proprietary data is destroyed or remains secure.
- **Supported Releases.** Customer must maintain software and Supported Product(s) at Dell-specified minimum release levels or configurations as specified on PowerLink for Dell | EMC Storage or as specified on www.support.dell.com for Supported Products. Customer must also ensure installation of remedial replacement parts, patches, software updates or subsequent releases as directed by Dell in order to keep the Support System(s) eligible for this Service.
- **Third Party Warranties.** These Services may require Dell to access hardware or software that is not manufactured by Dell. Some manufacturers' warranties may become void if Dell or anyone else other than the manufacturer works on the hardware or software. It is Customer's responsibility to 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 DELL SERVICES MAY HAVE ON THOSE WARRANTIES.**
- **On-Site Obligations.** Where Services require on-site performance, Customer must provide free, safe and sufficient access to Customer's facilities and the Supported Product(s). Sufficient access includes ample working space, electricity, and a local telephone line. A monitor or display, a mouse (or pointing device), and keyboard must also be provided (at **NO** cost to Dell), if the system does not already include these items.

NOTE: If Customer fails to comply with the responsibilities and terms outlined in this Service Description, then Dell is not obligated to provide the Service.

Important Additional Information

Assignment. Dell may assign this Service and/or Service Description to qualified third party service providers.

Cancellation. Subject to the applicable product and services return policy for Customer's geographic location, Customer may terminate this Service within a defined number of days of Customer's receipt of the Supported Product by providing Dell with written notice of cancellation. If Customer cancels this Service within that period, Dell will send Customer a full refund less the costs of support claims, if any, made under this Service Description. However, if that period has transpired since Customer's receipt of the Supported Product, Customer may not cancel this Service except as provided by an applicable state/country/province law which may not be varied by agreement.

Dell may cancel this Service at any time during the Service term for any of the following reasons:

- Customer fails to pay the total price for this Service in accordance with the invoice terms;
- Customer refuses to cooperate with the assisting analyst or on-site technician; or
- Customer fails to abide by all of the terms and conditions set forth in this Service Description.

If Dell cancels this Service, Dell will send Customer written notice of cancellation at the address indicated on Customer's invoice. The notice will include the reason for cancellation and the effective date of cancellation, which will be not less than ten (10) days from the date Dell sends notice of cancellation to Customer, unless state law requires other cancellation provisions that may not be varied by agreement. IF DELL CANCELS THIS SERVICE PURSUANT TO THIS PARAGRAPH, CUSTOMER SHALL NOT BE ENTITLED TO ANY REFUND OF FEES PAID OR DUE TO DELL.

Relocation. This Service will be delivered to the site(s) indicated on the Customer's invoice. This Service is not available at all locations. Dell's obligation to supply the Services to relocated Supported Products is subject to local service availability and may be subject to additional fees, and to inspection and recertification of the relocated Supported Products at Dell's then current time and materials consulting rates. Customer will provide Dell with sufficient and safe access to Customer's facilities at no cost to Dell for Dell to fulfill Dell's obligations.

Term and Renewal. Customer will receive Services for the term indicated on Customer's Dell invoice. Prior to the expiration of the service term, Customer may be entitled to extend the term depending on available options then in effect and in accordance with Dell's then-current procedures.

In addition, Dell may, at its option, propose to renew this Service by sending Customer an invoice to renew the Services. Customer may, at its option (where permitted by law), agree to such renewal of the Services by paying such invoice by the due date. Payment of renewal invoices shall indicate Customer's agreement to extend the term of this Service. By renewing this Service, Customer agrees that the then-current terms will apply to the renewal period. If Customer elects not to pay a renewal invoice, Services will be discontinued as of the expiration date set forth on the original or last paid Customer invoice.

Transfer of Service. Subject to the limitations set forth in this Service Description, Customer may transfer this Service to a third party who purchases Customer's entire Supported Product before the expiration of the then-current service term, provided Customer is the original purchaser of the Supported Product and this Service, or Customer purchased the Supported Product and this Service from its original owner (or a previous transferee) and complied with all the transfer procedures. A transfer fee may apply.

Please note that if Customer or Customer's transferee moves the Supported Product to a geographic location in which this Service is not available or not available at the same price as Customer paid for this Service, Customer may not have coverage or may incur an additional charge to maintain the same categories of support coverage at the new location. If Customer chooses not to pay such additional charges, Customer's Service may be automatically changed to categories of support which are available at such price or a lesser price in such new location with no refund available.

* Availability may vary by region, location, or language – please contact your Dell representative for additional details.

** Additional Dell products may be covered under this service based on region, location, or language - please contact your Dell representative for additional details.

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