

# Service Description



## PCaaS Asset Return to DFS Logistics Only

### The Scope of This Service

This Service offers logistics services to return your equipment to Dell Financial Services. There are three key features to the Service: (1) scheduling, (2) Pick Up and return to Dell Financial Services, and (3) reporting.

### Definitions and Terms

As used in this Service Description, the following definitions will apply:

- a. "Dell's Logistics Provider" will mean the logistics provider acting on instructions from Dell.
- b. "Equipment" will mean all of the Pieces that the Customer has for pick up.
- c. "Lease Return Report" will mean the document provided by Dell to the Customer on completion of the Services. The Lease Return Report will contain information on each of the Pieces for which the Service was provided.
- d. "DFS" will be Dell Financial Services.
- e. "Logistics ID" will mean the unique identifier captured by Dell for each Piece being Picked Up hereunder.
- f. "Pick Up" will mean the collection process for Equipment from the Site.
- g. "Piece" will mean each desktop or portable computer (e.g. laptop, notebook, desktop, etc.), monitor, or printer.
- h. "Serial Number" will mean the unique identifier assigned to a Piece by the manufacturer.
- i. "Service or Services" will mean the processes for asset recovery as described in this Service Description.
- j. "Shipping Document" will mean Dell's Logistics Providers waybill, bill of lading or piece count documentation.
- k. "Site" will mean the Customer designated location at which the Pick Up is to be performed.

### Dell Services Terms & Conditions of Sale

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

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

<p>Europe, Middle East, &amp; Africa (EMEA)</p>	<p>Local <a href="http://www.dell.com">www.dell.com</a> country-specific website or <a href="http://www.dell.com/serviceDescriptions/global">www.dell.com/serviceDescriptions/global</a>. *</p> <p>In addition, customers located in France, Germany and the UK can select the applicable URL below:</p> <p>France <a href="https://www.dell.com/learn/fr/fr/frcorp1/terms-of-sale">https://www.dell.com/learn/fr/fr/frcorp1/terms-of-sale</a></p> <p>Germany: <a href="https://www.dell.com/learn/de/de/decorp1/terms?s=corp">https://www.dell.com/learn/de/de/decorp1/terms?s=corp</a></p> <p>UK: <a href="http://www.dell.co.uk/terms">http://www.dell.co.uk/terms</a></p>	<p>Service Descriptions and other Dell service documents which you may receive from your seller shall not constitute an agreement between you and Dell but shall serve only to describe the content of Service you are purchasing from your seller, your obligations as a recipient of the Service and the boundaries and limitations of such Service. As a consequence hereof any reference to "Customer" in this Service Description and in any other Dell service document shall in this context be understood as a reference to you whereas any reference to Dell shall only be understood as a reference to Dell as a service provider providing the Service on behalf of your seller. You will not have a direct contractual relationship with Dell with regards to the Service described herein. For the avoidance of doubt any payment terms or other contractual terms which are by their nature solely relevant between a buyer and a seller directly shall not be applicable to you and will be as agreed between you and your seller.</p>
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\* Customers may access their local [www.dell.com](http://www.dell.com) website by simply accessing [www.dell.com](http://www.dell.com) from a computer connected to the Internet within their locality or by choosing among the options at Dell's "Choose a Region/Country" website available at <http://www.dell.com/content/public/choosecountry.aspx?c=us&l=en&s=gen>.

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

By purchasing these Services from Dell, the Customer agrees to be bound by all terms and conditions set forth in this Service Description. Please read this Service Description carefully and note that, to the extent permissible by local law, Dell may change the terms of this Service Description at any time by posting an update on [www.dell.com/servicecontracts/global](http://www.dell.com/servicecontracts/global).<sup>1</sup>

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

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

Service Expires after the end of the term of the Hardware Usage Agreement (HUA). If the HUA is extended, the asset recovery services will be extended to match the new termination date. EXCEPT TO THE EXTENT APPLICABLE LAW REQUIRES OTHERWISE, YOU MAY USE THIS SERVICE DURING THE VALID PERIOD FOLLOWING THE DATE OF ORIGINAL PURCHASE THE ORIGINAL PURCHASE DATE IS DEFINED AS THE EARLIER OF THE DATE OF THE INVOICE FOR THE SERVICE OR ORDER

<sup>1</sup> The URL <http://www.dell.com/servicecontracts/global> links the Customer to Dell's global service contract webpage from where the Customer will select their geographic region, preferred language (if applicable) and the appropriate business segment from which they purchased the Service (e.g. Large Enterprise, Small & Medium Business and/or Public Sector). The Customer will then be able to select the appropriate service contract for review. You may also contact your Dell sales representative for assistance with obtaining any service contracts. Please note, additional terms may be required if your contract is in fulfillment of a U.S. Government contract.

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.

## Dell's Responsibilities

1. **Scheduling.**
  - a. **Pick Up.** Dell will assign Dell's Logistics Provider for Pick Up and shipping of Equipment. Dell's Logistics Provider will contact the Customer to confirm Piece count and schedule each Site for Pick Up at a mutually agreeable date during local business hours, typically Monday – Friday 8:00am to 5:00pm (local time). Dell's Logistics Provider will confirm a four (4) hour mutually agreeable time window for arrival during business hours. Pick Up will generally be scheduled no earlier than three (3) business days after the date of contact.
  - b. **Changes/Cancellations.** Two (2) business days' notice prior to the scheduled date for Services is required for changes or cancellations to avoid additional fees.
2. **Pick Up and return to DFS.** Dell's Logistics Provider shall:
  - a. Arrive at the Site, contact the Customer's Site representative and proceed to the Pick Up Site;
  - b. Record a unique serial number / service tag number for each Piece and record the number of Pieces being removed from the Site on the Shipping Document report;
  - c. Record the manufacturer Serial Number for each personal computer, laptop, monitor, or printer;
  - d. Assign a cosmetic grade to each personal computer, laptop, monitor or printer unit based on an external inspection;
    - i. OK – Normal Wear & Tear
    - ii. Good/Fair
    - iii. Damaged
  - e. Bulk package the Equipment using pallets, slip sheets and shrink wrap (Note: the Equipment will not be individually boxed – see Customer Responsibilities);
  - f. Items such as cables, peripherals, port replicators, external drives, keyboards, mice, docking stations will be accumulated, boxed and listed as miscellaneous;
  - g. Provide Customer with a Shipping Document for signature before leaving the Site;
  - h. Transport the Equipment to DFS to arrive no later than 8 business days<sup>2</sup> from the date of Pick Up (Contingent on acceptance of the shipment by DFS as stated in our service level agreement); and
  - i. Give DFS 72 hours after acceptance of the shipment to report any damage other than that which was noted on the Shipping Document to Dell.
3. **Reporting.** Dell shall deliver to the Customer within thirty-five (35) business days<sup>3</sup> from the date of Pick Up the Lease Return Report via email.

## Customer Responsibilities

1. **General.** THE CUSTOMER SHALL BACKUP ANY DATA OR SOFTWARE THE CUSTOMER DESIRES TO RETAIN PRIOR TO EQUIPMENT BEING MADE AVAILABLE TO DELL. Service provided under this Service Description does not include the restoration of any data or software from Equipment.
2. **Data Removal.** This Service is not designed for disposal of Equipment containing confidential, proprietary, sensitive or other non-public data of the Customer. THE CUSTOMER SHALL REMOVE ANY AND ALL CONFIDENTIAL, PROPRIETARY, SENSITIVE OR OTHER NON-PUBLIC DATA AND ANY THIRD PARTY SOFTWARE FROM ALL EQUIPMENT PRIOR TO PICK UP BY DELL'S LOGISTICS PROVIDER.
3. **Pick Up.** Prior to Pick Up, the Customer shall:

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<sup>2</sup> Pick Ups in offshore territories, islands and other remote locations will be subject to a longer transportation time.

- a. Have contacted Dell Financial Services or their Services Delivery Manager for appropriate approval/return authorization;
  - b. Declare, at time of Pick Up scheduling, any Site access issues, security restrictions, union labor request, certificate of insurance requirements, dock restrictions or time restrictions;
  - c. Remove all confidential, proprietary, sensitive or other non-public data and any third party software from any and all Equipment;
  - d. Terminate or transfer all licenses associated with third party software contained on Equipment;
  - e. Remove from Equipment and retain all loose data storage media (e.g. CD, DVD, ZIP);
  - f. Remove from all printers any ink and toner cartridges;
  - g. Verify Equipment contains only computer hardware and no other products such as appliances, office equipment, biohazard waste, biohazard equipment, materials, packaging or boxes;
  - h. Verify Equipment is complete and properly assembled since the value for Equipment that has been disassembled (for example, hard drives, memory or batteries missing from the system) may be reduced or eliminated;
  - i. Unplug/un-rack/unpack/unbox all Equipment and clearly segregate such Equipment from equipment not for Pick Up (please note: if Equipment is packed or boxed by the Customer prior to Pick Up, Dell may require the Pick Up to be rescheduled at the Customer's expense or customer can sign Customer Pack Waiver to allow shipping of assets packed or shrink wrapped by customer);
  - j. Consolidate the Equipment at each Site (including the Systems that have been successfully Data Wiped) in a central location which is reasonably accessible by the Dell Logistics Provider ("Pick Up Site"); and
  - k. Provide a Site representative to direct Dell's Logistics Provider to the Equipment to ensure correct equipment is removed by Dell's Logistics Provider.
4. **Customer Warranty.** The Customer represents and warrants Customer has removed all confidential, proprietary, sensitive or other non-public data from Equipment.

If the Customer breaches any of its obligations or warranties outlined in this Service Description, Dell shall not be obligated to provide the Services or 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.

## Important Additional Information

**Not Transferable.** The Service is not transferable by the Customer.

**Dell Partners.** Dell reserves the right to deliver these Services, in whole or in part, using third party Service providers. From time to time, Dell may change the location where Services are performed and/or the party performing the Services; provided however, Dell shall remain responsible to Customer for the delivery of Services.

**Service Change or Cancellation.** Two (2) business days of notice by the Customer prior to the scheduled date for Services is required for changes or cancellations to avoid additional fees. To cancel the Service, send the request to the Dell account team. If a Pick Up has been scheduled by the Customer directly with Dell's Logistics Provider, the Customer must also cancel the Pick Up directly with such Dell Logistics Provider.

**No Returns.** Equipment cannot be returned once Pick Up occurs.

**No Contaminated Products.** The Service will not be provided for Equipment that is or has become contaminated or suspected of being contaminated with chemicals, biological agents or other substances that are not integral to the original new Equipment or otherwise associated with normal office environments. The Customer is liable for all costs and expenses associated with not informing Dell of any such contamination.

**Title and Risk of Loss:** Dell or Dell's Logistics Provider will bear the risk of loss or damage to the Equipment from departure from the Pick Up Site until delivery to the Leasing Agency location provided by Customer.

**Software/Data Backup.** Dell hereby disclaims any and all liability for any restoration of data or software on Equipment (including on any Customer provided USB flash drive).

**US Regulation of Protected Health Information (“PHI”), Controlled Unclassified Information (“CUI”) or other sensitive or Classified US Government information.** For Customers with operations in the United States or who are otherwise subject to the US Health Insurance Portability and Accountability Act (“HIPAA”) or other laws governing the handling of CUI under NIST SP800-171 or any US Government Classified information on US Government contracts (including subcontracts), Customer warrants and represents that prior to providing Dell access to Equipment which has been used for processing and/or storage of Protected Health Information as defined in 45 C.F.R. Section 160.103 (“PHI”), any CUI as defined in 32 CFR Part 2002 or DOD Instruction 5200.48, or any sensitive or Classified Information, as defined in 50 USC Section 834 (all collectively the “Data”), all Data on such Equipment has been rendered unusable, unreadable or indecipherable to unauthorized individuals through the use of a technology or methodology specified by the U.S. Secretary of Health “Secretary” for any PHI or, for all other Data, by the technology or methodology specified by the applicable US Government agency regulations, by either: i. clearing, purging, or destroying Data from any electronic media in a manner consistent with NIST Special Publication 800-88, Guidelines for Media Sanitization; or ii. encrypting Data as defined in 45 C.F.R. 164.304 (currently the Secretary has identified the process for encrypting data set out NIST Special Publication 800-111 as meeting this standard for PHI); or Customer shall be responsible for confirming any updated guidance from the Secretary or applicable agency’s requirements on how to secure Data in order to render it unusable, unreadable, or indecipherable, to unauthorized individuals and will comply with any applicable guidance as it relates to Data found on equipment or materials submitted to Dell for processing. If Customer is unable to meet the above standards, Customer agrees to negotiate with Dell an additional fee for Customer to retain and destroy such Equipment on which the Data cannot be destroyed consistent with applicable laws, as stated herein.

**Commercially Reasonable Limits to Scope of Service.** Dell may refuse to provide Services if, in its opinion, the condition, size or location of the Equipment creates an unreasonable risk to Dell or Dell’s Service provider or is beyond the scope of Services. Dell is not liable for any failure or delay in performance due to any cause beyond its control.

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

A. Warranty. DELL WARRANTS THAT IT WILL PERFORM THE SERVICE WITH COMMERCIALY REASONABLE CARE. DELL MAKES NO OTHER WARRANTY AND DISCLAIMS ALL OTHER WARRANTIES AND CONDITIONS, WHETHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, ANY IMPLIED WARRANTIES OR CONDITIONS OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

B. Limitation of Liability. DELL’S AND ITS SERVICE PROVIDERS’ LIABILITY FOR SERVICES PROVIDED IN ACCORDANCE WITH THIS SERVICE DESCRIPTION, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH LIABILITY, WILL BE AT ALL TIMES SUBJECT TO THE FOLLOWING LIMITATIONS AND EXCLUSIONS:

1. IN NO EVENT SHALL DELL BE LIABLE (WHETHER IN CONTRACT, TORT OR OTHERWISE) FOR ANY OF THE FOLLOWING: (I) LOST PROFITS, LOSS OF BUSINESS OR COMPLIANCE WITH THIRD PARTY REQUIREMENTS THAT MAY APPLY TO DATA ON EQUIPMENT, (II) CONSEQUENTIAL, SPECIAL, INDIRECT, INCIDENTAL OR PUNITIVE (IF APPLICABLE) DAMAGES, OR (III) ANY THIRD PARTY CLAIM.

2. IN NO EVENT SHALL DELL BE LIABLE (WHETHER IN CONTRACT, TORT OR OTHERWISE) FOR ANY DAMAGES ARISING FROM OR RELATING TO THE CORRUPTION, LOSS, DISCLOSURE OR USE OF DATA, CONFIDENTIAL INFORMATION OR THIRD PARTY SOFTWARE WHICH CUSTOMER FAILS TO REMOVE FROM ANY EQUIPMENT PRIOR TO MAKING SUCH EQUIPMENT AVAILABLE TO DELL FOR PICK UP HEREUNDER.

3. 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 AMOUNT OF FEES

PAID BY CUSTOMER UNDER THIS SERVICE DESCRIPTION FOR THE DISPOSAL SERVICES FOR THAT SPECIFIC ITEM.

4. DELL'S AGGREGATE LIABILITY (WHETHER IN CONTRACT, TORT OR OTHERWISE) FOR ANY AND ALL CLAIMS OF LIABILITY ARISING OUT OF, OR IN CONNECTION WITH THIS SERVICE DESCRIPTION WITHIN ANY CALENDAR YEAR SHALL NOT EXCEED THE TOTAL AMOUNT OF FEES PAID OR PAYABLE BY CUSTOMER UNDER THIS SERVICE DESCRIPTION IN SUCH CALENDAR YEAR

DELL DOES NOT LIMIT ITS LIABILITY FOR FRAUD, PERSONAL INJURY OR DEATH ARISING FROM ITS NEGLIGENCE OR ANY OTHER LOSS THAT CANNOT BE LIMITED UNDER APPLICABLE LAW. IN THE EVENT APPLICABLE LAW PROHIBITS IN ANY PART ANY LIMITATION OF LIABILITY IN THIS SERVICE DESCRIPTION, THE PARTIES AGREE THAT SUCH LIMITATION SHALL BE MODIFIED, WITHOUT FURTHER ACTION OF EITHER PARTY, SO AS TO BROADLY APPLY TO THE MAXIMUM EFFECT ALLOWED BY APPLICABLE LAW.