

Service Description



PCaaS Data Sanitization

The Scope of This Service

In addition to our basic Asset Recovery Service, our advanced Asset Recovery Service includes our data sanitization services. This service is designed to protect your company's assets and reputation, Dell's Asset Resale & Recycling Services help ensure that sensitive information does not fall into the wrong hands. There are three (3) key features to the Service: (1) scheduling, (2) onsite data destruction and, (3) reporting. Minimum pick up quantity for this service is 20 units.

Definitions and Terms

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

- a. "Confirmation of Disposal" will mean the document provided by Dell to the Customer which documents that all hard drives were sanitized in accordance with Section 4.f below.
- b. "Data Sanitization Summary" will mean a serialized inventory list of the System and System hard drives attempted to be wiped by Dell during each Site visit.
- c. "Data Sanitization" will mean the certified data cleansing process which consists of a functional and properly seated hard drive within a System aligning to National Institute of Standards and Technology (NIST) requirements.
- d. "Onsite Acknowledgement" will mean the summary of the onsite services performed.
- e. "Onsite Data Cleansing" will mean Data Sanitization performed at the customer Site.
- f. "Serial Number" will mean the unique identifier assigned to a Piece by the manufacturer.
- g. "Service or Services" will mean the processes for asset recovery described in this Service Description.
- h. "Site" will mean the Customer designated location at which the Pick Up is to be performed.
- i. "System" will mean a desktop, or portable computer (e.g. laptop, notebook, netbook etc.) containing one functional and properly seated hard drive to be Cleansed.

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	www.dell.com/CTS	www.dell.com/CTS
Canada	www.dell.ca/terms (English) www.dell.ca/conditions (French/Canadian)	www.dell.ca/terms (English) www.dell.ca/conditions (French-Canadian)
Latin America & Caribbean Countries	Local www.dell.com country-specific website or www.dell.com/servicesdescriptions/global . *	Local www.dell.com country-specific website or www.dell.com/servicesdescriptions/global .*
Asia-Pacific/Japan	Local www.dell.com country-specific website or www.dell.com/servicesdescriptions/global . *	Service Descriptions and other Dell service documents which you may receive from your seller shall not constitute an agreement between you and Dell but shall serve only to describe the content of Service you are purchasing from your seller, your obligations as a recipient of the Service and the boundaries and limitations of such Service. As a consequence hereof any reference to "Customer" in this Service Description and in any other Dell service document shall in this context be understood as a reference to you whereas any reference to Dell shall only be understood as a reference to Dell as a service provider providing the Service on behalf of your seller. You will not have a direct contractual relationship with Dell with regards to the Service described herein. For the avoidance of doubt any payment terms or other contractual terms which are by their nature solely relevant between a buyer and a seller directly shall not be applicable to you and will be as agreed between you and your seller.
Europe, Middle East, & Africa (EMEA)	Local www.dell.com country-specific website or www.dell.com/servicesdescriptions/global . * In addition, customers located in France, Germany and the UK can select the applicable URL below: France https://www.dell.com/learn/fr/fr/frcorp1/terms-of-sale Germany: https://www.dell.com/learn/de/de/decorp1/terms?s=corp UK: http://www.dell.co.uk/terms	Service Descriptions and other Dell service documents which you may receive from your seller shall not constitute an agreement between you and Dell but shall serve only to describe the content of Service you are purchasing from your seller, your obligations as a recipient of the Service and the boundaries and limitations of such Service. As a consequence hereof any reference to "Customer" in this Service Description and in any other Dell service document shall in this context be understood as a reference to you whereas any reference to Dell shall only be understood as a reference to Dell as a service provider providing the Service on behalf of your seller. You will not have a direct contractual relationship with Dell with regards to the Service described herein. For the avoidance of doubt any payment terms or other contractual terms which are by their nature solely relevant between a buyer and a seller directly shall not be applicable to you and will be as agreed between you and your seller.

* Customers may access their local www.dell.com website by simply accessing 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.

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.¹

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 Four (4) Years after Purchase. EXCEPT TO THE EXTENT APPLICABLE LAW REQUIRES OTHERWISE, YOU MAY USE THIS SERVICE DURING THE 4 YEAR 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.

Dell's Responsibilities

1. **Scheduling.**
 - a. Onsite Data Destruction. Dell will contact the Customer to schedule the Onsite Data Destruction at each Site for a mutually agreeable time during local business hours Monday – Friday 8:00am to 5:00pm (local time). Onsite Data Destruction will generally be scheduled no earlier than ten (10) 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. **Onsite Data Sanitization.**
 - a. **Data Cleansing.** Dell shall:
 - i. Arrive at the Site, contact customer's site representative and proceed to the data destruction work space (as defined under Customer Responsibilities, section 2.g, below);
 - ii. Record the following information on the Data Destruction Summary for each System: manufacturer, model number, properly seated and functional hard drive(s) serial number(s);
 - iii. For each System hard drive on which Data Wipe is attempted, designate on the Data Destruction Summary whether the Data Wipe was successful ("PASS") or unsuccessful ("FAILED");
 - iv. Remove any hard drive from a System for which the Data Wipe was unsuccessful (e.g. hard drive cannot be wiped or overwrite failed) and return such hard drive to the Customer's representative; a tag will be attached to the hard drive indicating date/time and reason for the failure of the disk wipe (if known);
 - v. Return all Systems (excluding hard drives which were not successfully wiped) to a secured storage location designated by the Customer for future Pick Up;

¹ 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

- vi. Provide Customer with a PDF/CSV version of the Data Destruction Summary on a USB flash drive (to be provided by Customer) prior to leaving the Site; and
- vii. Provide an Onsite Acknowledgment form to customer's site representative for their review and signature to certify that the Data Destruction Summary provided in PDF/CSV accurately reflects: (i) the System hard drives that were successfully wiped ("PASS") and

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.

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subsequently moved by Dell to the secured storage location designated by Customer and (ii) the System hard drives that were not successfully wiped ("FAILED") and were subsequently returned to customer's Site representative for disposition by Customer.

3. **Reporting.** Dell shall deliver to the Customer within three (3) business days from the date of the Onsite Data Destruction the following reports via email:
 - a. Data Destruction Summary; and
 - b. Confirmation of Disposal identifying all System hard drive(s) successfully cleansed by Dell during the data destruction process at customer's Site.

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. **Onsite Data Sanitization.** The Customer shall:
 - a. Remove/disable all passwords and other access security features and terminate any theft deterrent or laptop tracking software contained within such Equipment from Systems designated for Onsite Data Destruction Services prior to Dell's arrival;
 - b. Declare, at time of scheduling, any Site access issues, security restrictions, or time restrictions;
 - c. Declare at time of scheduling, System type or hard drive quantities;
 - d. Declare at time of scheduling, specification of hard drive types (SATA, SAS, IDE, SCSI, SSD, Fiber Channel);
 - e. Consolidate and locate all Systems designated for Onsite Data Sanitization Services in the same immediate area as the Onsite Data Cleansing space;
 - f. Provide a Site representative each day Onsite Data Sanitization is scheduled to be performed to direct Dell to the Onsite Data Cleansing work space and designate the Systems or hard drives on which Dell should perform the Onsite Data Sanitization;
 - g. Provide safe and sufficient work space at the Site where the Onsite Data Sanitization Services will be performed which shall at a minimum include:
 - Data Sanitization:
 - System:
 - i. Table/desk space, chairs, electrical outlets with adequate lighting;
 - ii. Space adequate to stack at least 20 systems to perform concurrent data wipes;
 - iii. Sufficient access to electrical power (two dedicated 20-amp electrical circuits, including sufficient outlets to accommodate up to 20 systems); and
 - iv. Provide monitors and external power supplies for use with Systems during the Data Wipe (monitors not required for portable computers).
 - Loose Hard Drive:
 - i. Sufficient access to electrical power (two dedicated 20-amp electrical circuits); and
 - ii. Table/desk space, chairs, electrical outlets with adequate lighting.
 - h. Provide a secured storage location in the same immediate area as the Onsite Data Sanitization Work Space for storage of Systems that were successfully cleansed until Pick Up occurs;

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- i. Review the Onsite Acknowledgement form and sign such form to certify the Customer's agreement that the Data Sanitization Summary provided in PDF/CSV (as defined under Dell's Responsibilities, Section above) accurately reflects:
 - Data Sanitization:
 - i. The System or hard drives that were successfully wiped ("PASS") and subsequently moved by Dell to the secured storage location designated by Customer;
 - ii. The System or hard drives that were not successfully wiped ("FAILED") and were subsequently returned to customer's Site representative for disposition by Customer;
 - j. Provide a blank USB flash drive to Dell for the PDF/CSV version of the Data Destruction Summary to be provided by Dell prior to leaving the Site.

Important Additional Information

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

Dell Partners. Customer hereby acknowledges and agrees that Dell may utilize affiliates and subcontractors to perform these Services, in whole or in part. 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 after departure from the Pick Up Site. 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.

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 PHI. For Customers with operations in the United States or who are otherwise subject to the US Health Insurance Portability and Accountability Act ("HIPAA"), 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"), all PHI 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" by either:

- i. clearing, purging, or destroying PHI from any electronic media in a manner consistent with NIST Special Publication 800-88, *Guidelines for Media Sanitization*; or
- ii. encrypting PHI 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); or

Customer shall be responsible for confirming any updated guidance from the Secretary on how to secure PHI in order to render it unusable, unreadable, or indecipherable, to unauthorized individuals and will comply with any applicable guidance as it relates to PHI found on equipment or materials submitted to Dell for processing.

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.

Limits of Data Sanitization. No data wipe process leaves a hard drive as free from unreadable residual data as a comparable new product. Dell makes no (i) recommendations regarding the Customer's data removal requirements or (ii) representations regarding the effectiveness of one method of data removal over another.

Terms and Conditions. As it relates specifically to the Services provided under this Service Description only, and despite any conflicting terms in the Agreement, or any other agreement as it may pertain to

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these Services, 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. 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 WIPE AT CUSTOMER'S SITE IN ACCORDANCE WITH THE PROCESSES SET FORTH HEREIN AND SUBSEQUENTLY CERTIFIED SUCH HARD DRIVE AS BEING SUCCESSFULLY WIPED ON THE DATA DESTRUCTION SUMMARY. IN SUCH CASE DELL SHALL BE LIABLE TO CUSTOMER FOR DIRECT DAMAGES RESULTING FROM SUCH DISCLOSURE UP TO THE LIABILITY CAP SET FORTH IN SECTION B.4 BELOW.

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,

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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.