

# Service Description

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## Dell EMC Services ProDeploy Client Suite (Basic Deployment, ProDeploy and ProDeploy Plus)

### Introduction

This document and its attachments (the “Service Description”) outline the service features for Basic Deployment for Client, ProDeploy for Client and ProDeploy Plus for Client, (each a “Service” and collectively the “Services”). Together, the Services comprise Dell’s ProDeploy Client Suite (“ProDeploy Suite”).

Dell EMC Services (“Dell”) is pleased to provide these Services in accordance with this Service Description. Your quote, order form or other mutually agreed upon form of invoice or order acknowledgment (as applicable, the “Order Form”) will include the name of the Service(s) and available service options that you purchased. For additional assistance or to request a copy of your service contract(s) your sales representative.

### The scope of your service agreement

Each Service tier of the ProDeploy Suite also has a corresponding attachment to this Service Description that further describes features of the applicable Service. Note that all service features of Basic Deployment are also available to Customers (as defined below) who purchase ProDeploy, and all service features of Basic Deployment and ProDeploy are available to Customers who purchase ProDeploy Plus. Those service features include:

- **Basic Deployment Service:** Configuration of BIOS settings, application of asset tags to Supported Products (as defined below), application of Ship Box Label, and Asset Reporting (as described more fully in Attachment A hereto);
- **ProDeploy Service:** Imaging, Remote or Onsite Installation, Dell Provisioning, Development of an Implementation Plan by a Dell Deployment Engineer, and product documentation with product orientation and task instruction “Knowledge Transfer”) (as described more fully in attachment B hereto);
- **ProDeploy Plus Service:** Connected Configuration, Data Migration, Technology Service Manager (TSM) Engagement via ProSupport Plus, 30 day post-deployment support, and Training Credits (as described more fully in attachment C hereto).
- **All Services:** also include a single point of contact for remote deployment project management (“Project Manager”) and access to the TechDirect portal.

### Pre-Deployment Activities

Dell and the Customer shall complete any necessary activities listed in this Service Description as Customer Responsibilities for the Service that can be completed before deployment of the Service(s) begins. These activities will validate the assumptions, requirements, procedures, and responsibilities set forth in this Service Description. In the event any assumption, requirement, procedure, or responsibility is found to be incorrect, the pricing and/or scope of Service(s) may be modified to reflect the actual operating environment through the Change Control process.



Customers purchasing Basic Deployment, with fixed options, will not have additional pre-deployment activities to complete as their configuration details will be chosen in advance based on the version of Basic Deployment selected at time of purchase.

## TechDirect Portal Access

Customers purchasing any level of the ProDeploy for Client Suite gain access to the TechDirect portal.

From the portal, based on the Service purchased, Customer will perform many tasks associated with their deployment, which include but are not limited to:

- Specifying configuration details such as BIOS settings and Asset Tags;
- Providing deployment addresses and review onsite work instructions;
- Creating reusable profiles that combine configuration settings and onsite installation details; and
- Uploading and downloading key tools and documents.

TechDirect will maintain the detailed specifications for all ProDeploy Deployments and on the TechDirect portal Customers will review, confirm and approve all deployment specifications corresponding to the Service(s) purchased and used by Customer. Customer's use of the TechDirect portal will be subject to Customer's agreement to the terms on the TechDirect portal that correspond to Customer's submission of materials in connection with the Service(s) purchased and used by Customer, including, but not limited to, Customer's obligation to review, acknowledgement and approval of the specifications for the Supported Products that are viewable on the TechDirect portal, and the terms regarding disclaimers of liability by Dell and/or assumption of liability by Customer for any aspects of Customer's use of the TechDirect portal that Customer accepts pursuant to the terms presented to Customer on the TechDirect portal.

## Customer Responsibilities

Customer's program manager will work with the Dell program manager and designated representatives to support the activities prior to and during the performance of the corresponding Service(s). These responsibilities include, but are not limited to:

- provide requirements and technical data needed to complete the Service(s) within 10 business days of submitting orders;
- assign a Site Coordinator for each Customer site where an onsite deployment of the Service(s) will occur;
- ensure all necessary Customer resources are available for the duration of the Program, including technical contacts;
- coordinate the scheduling of all necessary resources required for the Service(s);
- maintain communication to prevent scheduling conflicts;
- provide Dell with access to Customer facilities and systems, including remote access, as needed to provide the Service(s); and
- provide specifications acceptance documentation and Site Acceptance materials upon completion of corresponding onsite Service(s), when applicable.

**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).



**Cooperate with Remote and Onsite Technicians.** Customer and, if applicable, their End Users will cooperate with and follow the instructions given by any Dell remote or onsite deployment technicians.

**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 and the Supported Products, 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 periodic 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. **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 purchase ProDeploy Plus and use data migration services should back up any Customer data or take any other appropriate measures to prevent a risk of data loss. When returning a Supported Product or part thereof, Customer will only include the Supported Product or part which has been requested by the phone technician.

**Third Party Warranties.** These Service(s) 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. Customer will ensure that Dell's performance of Service(s) 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 Service(s) may have on those warranties. **DELL DOES NOT TAKE RESPONSIBILITY FOR THIRD PARTY WARRANTIES OR FOR ANY EFFECT THAT THE DELL SERVICE(S) 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.

**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 WARRANTIES 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 (as defined below), 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, if applicable, 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.



Customer is strongly advised to log in via the Dell Online First Article (OFA) service (regional availability of OFA varies) for inspection, and approval based on the Service(s) being purchased. The Customer agrees to a 2 business day configuration review process when using the Online First Article service; Customers will have a secure Customer log in that will expire by the second day at 11:59pm Customer's local time. Ensure you notify Dell if requesting to utilize the Dell Online First Article service to approve your configuration.

Upon completing inspection of the OFA or where an OFA is unable to be performed, Customer is advised to order a sample review unit for inspection to approve their configuration ("Physical First Article") and use the Physical First Article to inspect and approve that the Service(s) operate(s) as designed and required by Customer. In the event Customer elects not to order a Physical First Article, any mismatched application versions, device manager conflicts, or other performance issues with your Services, will likely be replicated on all Supported Products shipped to you by Dell. Dell continued provision of the Services and/or processing of your volume orders in accordance with the terms of this Service Description, any relevant master services agreement or Dell purchase order, shall be deemed to release Dell from any liability or responsibility for any issues which would have been reasonably prevented by ordering and validating your Services on a Physical First Article.

**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.

## Dell Services Terms & Conditions

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 below which lists the URL applicable to your Customer location where your Agreement can be located. The parties acknowledge having read and agree to be bound by such online terms.

Customer Location	Terms & Conditions Applicable to Your Purchase from Dell EMC Services	
	Customers Purchasing Dell EMC Services Directly From Dell	Customers Purchasing Dell EMC Services Through an Authorized 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)
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/servicesdescriptions/global">www.dell.com/servicesdescriptions/global</a> .*	Local <a href="http://www.dell.com">www.dell.com</a> country-specific website or <a href="http://www.dell.com/servicesdescriptions/global">www.dell.com/servicesdescriptions/global</a> .*
Asia-Pacific-Japan	Local <a href="http://www.dell.com">www.dell.com</a> country-specific website or <a href="http://www.dell.com/servicesdescriptions/global">www.dell.com/servicesdescriptions/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



		<p>"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>
<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/servicesdescriptions/global">www.dell.com/servicesdescriptions/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="http://www.dell.fr/ConditionsGeneralesdeVente">www.dell.fr/ConditionsGeneralesdeVente</a></p> <p>Germany: <a href="http://www.dell.de/Geschaeftsbedingungen">www.dell.de/Geschaeftsbedingungen</a></p> <p>UK: <a href="http://www.dell.co.uk/terms">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>

\* 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&i=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/servicesdescriptions/global](http://www.dell.com/servicesdescriptions/global).

Privacy: Dell Technologies Services will treat any personal information collected under this Service Description in accordance with the applicable jurisdiction's Dell Technologies Privacy Statement, all of which are available at <http://www.dell.com/localprivacy> and each of which is hereby incorporated by reference.

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 Service(s), receiving delivery of the Service(s), utilizing the Service(s) 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.

## Additional Terms & Conditions Applicable to Deployment & Installation-Related Products

### 1. Supported Products

This Service is available on supported products which includes select Dell Precision™, OptiPlex™, Dell XPS™ Notebooks and Dell Latitude™ systems, as indicated on your Order Form ("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.

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.

### 2. Important Additional Information



- A. Payment for hardware purchased with installation & deployment services. Unless otherwise agreed to in writing, payment for hardware shall in no case be contingent upon performance or delivery of installation or deployment services purchased with such hardware.
- B. Commercially Reasonable Limits to Scope of Service. Dell may refuse to provide Service if, in its 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 Agreement. Service extends only to uses for which the Supported Product was designed.
- C. 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 Agreement. Any additional fee's will be assessed using the Change Control process.
- D. Assignment. Dell may assign this Service and/or Agreement to qualified third party service providers.
- E. Cancellation by Dell. Dell may cancel this Service at any time during the Term for any of the following reasons:
  - a. Customer fails to pay the total price for this Service in accordance with the invoice terms;
  - b. Customer is unable to provide consistent site readiness and/or is unable to provide reasonable user scheduling detail as determined by Dell.
  - c. Customer is abusive, threatening, or refuses to cooperate with the assisting analyst or onsite technician; or
  - d. Customer fails to abide by all of the terms and conditions set forth in this Agreement.

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

- F. 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.
- G. 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).



- H. Transfer of Service. Customer may not transfer Configuration Service or any rights conferred to Customer by this Service Description to a third party.
- I. Service expires 6 months after purchase. EXCEPT TO THE EXTENT APPLICABLE LAW REQUIRES OTHERWISE, AND FOR CUSTOMERS WHO PURCHASING TRAINING CREDITS WITH PROSUPPORT PLUS (SEE BELOW) 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

## Basic Deployment Service

### Ship Box Label

#### Service Overview

The Ship Box Label service (“Ship Box Label”) provides a method for Customer to apply a printed tag with custom data to the system ship box. This service offers the Customer the ability to customize a Ship box label that best suits their specific requirements.

The customizable components of the Ship Box label are subject to change but may include the addition of proprietary content or system or customer order detail typically available from supporting Dell information systems (i.e., HDD size, RAM, Processor, model number, Customer PO number, ship date, asset number, service tag).

#### Service Procedures

The process for each Custom Ship Box Label Service is as follows:

- Customer selects a fixed option which includes a pre-selected Ship Box label at time of order placement, or
- Customer selects from available fields and layout option through TechDirect or works with an Engagement Manager to document and capture Customer’s technical requirements in the Technical Specification document.
- Customer validates accuracy and verifies requirements by approving in TechDirect.

#### Customer Responsibilities

Customer shall:

- Provide data for any proprietary Ship Box Label content
- Approve any design prior to submission to production

#### Service Requirements

- Generate, print and/or apply label.
- Apply label to outside the box per Dell’s specifications (system, peripherals, etc.). Different language(s) (International character set) may be required.
- All packaging labels will be installed in the same position on each package, regardless of size. The location is on top of the largest side. This is applicable globally, unless there are some in country/regional requirements that conflict otherwise.

#### Not Included With Ship Box Label Services

- Any activities other than those specifically noted in this Service Attachment.

### Asset Tagging

A label will be affixed to the computer on which is printed information about the computer such as service tag, model number, etc. Customers selecting a fixed option at time of order placement receive an Asset Tag pre-selected by Dell. The following asset tags will be available for all other customers:

- System level support



- MAC Address
- System Details with MAC Address
- Order Details
- Configurable Tag – Tag with limited size and field options that can be specified by the customer
- Additional pre-configured tags may be available, your engagement manager can advise on availability.

## BIOS Settings

### BIOS Customization

BIOS Customization offer a convenient and efficient way for Customer to customize the Dell standard Basic Input/Output Settings (“BIOS”) on new Supported Products as they are being manufactured. Customers selecting a fixed option at time of order placement may receive BIOS settings pre-selected by Dell, the following procedures, responsibilities, requirements and limitations apply to other customers.

### Service Procedures & Dell Responsibilities

The process for each Deployment which includes BIOS Customization is as follows:

- Customer selects available BIOS settings through Tech Direct or works with an Engagement Manager to document and capture Customer’s technical requirements in the Technical Specification document.
- Customer validates accuracy and verifies requirements by approving in Tech Direct.
- Dell develops scripts to enable factory setting of the BIOS customizations.
- BIOS customization process is tested during manufacturing process.

### Customer Responsibilities

- Test and verify that the BIOS customizations requested operate according to Customer’s requirements on the Supported Product. **DELL WILL HAVE NO LIABILITY FOR LOSS OR RECOVERY OF DATA OR PROGRAMS RELATED TO THE CUSTOM BIOS SETTINGS.**
- Provide any and all reasonable assistance Dell requests to obtain any export license required by Dell to perform the Service.

### Service Requirements

- Not all BIOS customization settings are available on all Supported Products. Customer should consult with the Engagement Manager or Dell Sales for particular setting capability by system type. Available BIOS settings by system type can also be reviewed in the Tech Direct Self-Service Portal.

### Not Included With BIOS Settings Services:

- Provision or licensing of any third-party software application.
- Physical installation of any hardware or software that is not related to the BIOS Customization Service
- Creation of custom BIOS settings outside of Dell’s standard BIOS settings.
- Troubleshooting or technical support for Customer image with customized BIOS settings.
- Testing Customer-specific application or hardware for compatibility with the Customer’s image and customized BIOS settings.
- Any activities other than those specifically noted in this Service Attachment

## Asset Reporting



The Standard Asset Report Service will generate a pre-defined report detailing system and order information.

This report will be provided once per day that systems are shipped to the Customer in Microsoft Excel spreadsheet (.XLS) format.

Reports will be delivered via email or can be downloaded from the TechDirect portal.

Fields included in the asset report are: account number, asset tag (as applicable), chassis description, chassis style, company name, computer name, CPU, shipping address 1, shipping address 2, shipping address 3, shipping city, shipping state, shipping zip, shipping country, customer name, customer number, Dell service tag, express service code, hard drive size, installed OS, MAC address 1, MAC address 2, MAC address 3, manufacture date, memory, model, order number (as applicable), PO number (as applicable), order date, ship date, pass through MAC address, processor speed, ship by date, and warranty expiration 3 years, warranty expiration 4 years, or warranty expiration 5 years.

## Add On for Imaging Services

This Service (the “Imaging Service”) allows for a Customer to provide to Dell a set of associated software applications and settings with their Operating System (“Image”). Dell will then load Customer’s Image on to the Supported Product(s). Optionally, a Customer may select to have a Dell maintained Ready Image applied. The Ready Image will consist of a Customer selected version of Windows 10 [or applicable later versions], drivers specific to the system ordered and patches may also be applied. Version availability will be limited to recent versions and change over time in order to incorporate the most recent security and functionality updates.

Customer will complete, validate and verify export compliance and image requirements, as applicable, by submitting Customer’s specifications through Dell’s Imaging specifications upload page on the Dell TechDirect portal, or through a Technical Specification document in certain locations if required by Dell. Customer will navigate on the TechDirect Self-Service Portal to the Dell Image specifications page where Customer must provide:

- Geographic Customer information; and
- Image requirements (e.g. OS details, license details, etc.)

For customers not choosing to have the Ready Image applied:

After Customer has provided this information, Customer will access the file transfer application available via the Dell TechDirect portal to submit Customer’s Image. Customer must capture the image in WIM file format using Microsoft’s “Deployment Image Servicing and Management” tool (DISM.exe). DISM is available for download with Microsoft’s Windows Assessment and Deployment Kit (Windows ADK). Alternatively, the customer may submit an ISO created with SCCM or MDT. Dell assumes the Image’s size is smaller than 20 gigabytes, and Image sizes greater than 20 gigabytes may require additional or alternative services that are available for an additional fee.

To access certain features Customer may be required to create an Image using Dell ImageAssist. Dell will then load Customer’s Image on to the Supported Product(s). Dell ImageAssist allows the customer to build a single cross-platform Image that works on Supported Products. Customer will access the ImageAssist tool to capture Customer’s Image. After capturing the Customer’s Image in ImageAssist, Customer will upload the Image using the File Transfer Application available via the Dell TechDirect portal. Dell assumes the Image’s size is smaller than 20 gigabytes, and Image sizes greater than 20 gigabytes may require additional or alternative services that are available for an additional fee.



Customer will ensure each Image contains all required drivers, and that there is no unsupported hardware within the Device Manager tool on the Supported Product, if applicable. Additionally, Customer will create, test and verify that the Image operates according to the Customer's needs on the Supported Products. Dell is not responsible for any issues arising from Customer's software or other image content, including, but not limited to, any mismatched application versions, Device Manager conflicts, or security problems that result after Dell performs the Imaging Service. Performance issues with your Imaging Service not addressed by Customer before the Imaging Service are performed (e.g. by testing and verification of the Image), may be replicated on all Supported Products shipped to you by Dell, and you release Dell from any liability or responsibility to re-image, repair, support or otherwise remediate any issues cause by failure to capture any such mismatched application versions, device manager conflicts, or other performance issues. Further, Dell is not responsible for any issues arising from the functionality of Customer's software in Customer's environment. Customer shall retain a copy of such Image.

CUSTOMER ACKNOWLEDGES AND AGREES THAT GIVEN THE NATURE OF THE IMAGING SERVICE, THE IMAGE UPLOADER TOOL AND, IF APPLICABLE THE IMAGEASSIST TOOL, USED TO PROVIDE THE IMAGING SERVICE, SUCH IMAGING TOOL IS PROVIDED "AS IS" AND DELL MAKES NO WARRANTIES REGARDING THE CUSTOMER'S IMAGE(S) OR COMPATIBILITY WITH ANY ENVIRONMENT. CUSTOMER IS RESPONSIBLE FOR ALL VALIDATION AND TESTING OF IMAGES. DELL DOES NOT ACCEPT LIABILITY FOR LOST CUSTOMER DATA, INCLUDING UPLOADED APPLICATIONS, FILES, IMAGES, AND OS SETTINGS WHICH COULD BE LOST IN THE TOOL. IT IS THE CUSTOMER'S RESPONSIBILITY TO BACKUP ANY DATA OR SOFTWARE BEFORE IT IS UPLOADED INTO THE TOOL, AND IT IS THE CUSTOMER'S RESPONSIBILITY TO SAVE THEIR IMAGE.

A delay in submission of Customer specifications, export compliance information or Image, as applicable, will result in a delay of Dell's ability to perform the Imaging Service and Customer's receipt of the Supported Products. Order is subject to cancellation if any of Customer's specifications, export compliance or Image (as applicable) are not received from Customer within the required timelines communicated by Dell.

### **Additional Customer Responsibilities For Imaging Services**

- Provide Dell with access to and use of information, data, and internal resources as reasonably necessary to deliver the Imaging Service.
- Provide Dell with local administration rights necessary to perform the Imaging Service and ensure the domain login is enabled.
- Provide all logon IDs, passwords, domain specifications, and personal settings necessary to perform the Imaging Service for each End User.
- In the event Dell encounters problems loading Customer-provided software, Customer will contact the proper help resources for that application to complete the installation.

If a Customer purchases Add-On Application Installation, Dell will assist Customer with installation of up to three (3) certain software applications or modify select operating system settings in connection with their installation of new Supported Dell Systems. Installation of applications will take place onsite, during the deployment of new assets.

### **Not Included With Dell Imaging add on**

- Add on imaging services are not available for ThinClient devices

## **Add On for Dell Provisioning Services**



Provides Customer the ability to pre-load their system management files, if managed with Workspace ONE, in the Dell factory to reduce deskside provisioning time.

## Service Overview

Dell Provisioning, assists a Customer in configuring a clean Windows™ 10OS [or applicable later versions] with the third-party provisioning software agency and submission of the provisioning package needed for installing customer provided content through the Dell standard inline factory process. Third-party provisioning software provides the customer the ability to auto enroll assets via a method for exporting applications, updates and policies into a single provisioning package (PPKG) and the componentry needed for allowing the inline factory-based provisioning process minimizing End User downtime and eliminating the need for a large amount of data traffic from the End User's location.

This offer will allow for systems to be shipped directly to the Customer End User and automatically enroll the unit into the Customer's third-party software tenant to provision the system in Customer's environment.

Dell's ProDeploy Services processes validate and test the Customer's provisioning package file and loads it within the manufacturing processes enabling Customer's content deployment to be applied to Customer's Supported Dell Systems as they are being manufactured.

## Service Procedures & Dell Responsibilities

The process for each ProDeploy Services order which includes Dell Provisioning is as follows:

### Project Initiation

- Engagement Manager works with Customer to document and capture Customer's technical requirements in the Dell TechDirect portal.
- Customer validates accuracy and verifies requirements by approving in Dell TechDirect portal.
- Customer reviews, approves and returns Export Compliance Form to Dell certifying that the provisioning package submitted by Customer may be exported by Dell outside of the country where the provisioning package is submitted to Dell. Export Certification is required upon initial ProDeploy project set-up.
- Customer provides provisioning package to Dell. The provisioning package will be submitted to Dell via the Dell TechDirect portal File Transfer Application.

### Project Development

- If applicable, ProDeploy Services engineer develops the ProDeploy project to enable factory loading of the Customer's provisioning package with their selected Windows 10 OS option (as stated above) and to set any other ProDeploy Services customizations requested by the Customer.
- Provisioning package is validated and tested within Dell manufacturing processes, ensuring that Customer's provisioning package will load properly during initial manufacturing system build.

### Project Completion

- Manufacturing factory processes will ensure that Customer's provisioning package is installed as supplied to Dell.
- Project is released for fulfillment of orders.



## Customer Responsibilities

Prior to submitting each provisioning package to Dell, Customer shall:

- Retain a copy of such provisioning package and any Customer data or programs that was used in connection with the development and submission of the provisioning package. **DELL WILL HAVE NO LIABILITY FOR LOSS OR RECOVERY OF DATA OR PROGRAMS ON ANY PROVISIONING PACKAGE OR ON ANY SUPPORTED HARDWARE PLATFORMS.**
- Utilize the third-party provisioning console to create, test and verify that the provisioning package operates according to the Customer's needs on the supported hardware platform(s) that will be purchased. Dell is not responsible for the availability or performance of the third-party provisioning console, and separate terms from the publisher of the third-party provisioning software govern Customer's obligations and rights with respect to the third-party provisioning console.
- Ensure each provisioning package contains all required applications and policies
- Ensure that provisioning package does not contain Personally Identifiable Information.
- If applicable, complete, validate accuracy and verify requirements by approving and returning Technical Specification document to Dell.
- Ensure Customer possesses proper license from the applicable third-party provisioning software publisher to access and use the Services and the third-party provisioning console and software
- Ensure Licensing is in place for all software within the provisioning package
- Ensure console is configured to auto enroll systems
- Customer provides provisioning package to Dell. The provisioning package will be submitted to Dell by File Transfer Application.

## Service Requirements

- Provisioning package must be created using the third-party provisioning console. Other tools may not be utilized for this process.
- ProDeploy Dell Provisioning is available only for certain third-party operating systems as determined by Dell. Check with your Engagement Manager for capability on supported operating systems and versions.
- Provisioning package must be validated on supported hardware platforms for the configurations that will be purchased. If Customer does not have the specific supported hardware platform/configuration, the Customer should purchase a development system to use when building and testing the applicable provisioning package.

## Not Included With Dell Provisioning

- Provision or licensing of any third-party software, operating systems or other elements contained in a provisioning package
- Physical installation of any hardware or software that is not related to Dell Provisioning.
- Creation of a provisioning package.
- Troubleshooting or technical support for provisioning package creation.
- Testing of customer-specific applications or hardware for compatibility with the provisioning package.
- Any activities other than those specifically set forth in this Service Attachment.
- Provisioning on ThinClient devices



# Attachment B

## ProDeploy Service

### Imaging

Static Imaging (the “Imaging Service”) allows for a Customer to provide to Dell a set of associated software applications and settings with their Operating System (“Image”). Dell will then load Customer’s Image on to the Supported Product(s). Optionally, a Customer may select to have a Dell maintained Ready Image applied. The Ready Image will consist of a Customer selected version of Windows 10 [or later applicable version], drivers specific to the system ordered and patches may also be applied. Version availability will be limited to recent versions and change over time in order to incorporate the most recent security and functionality updates.

Customer will complete, validate and verify export compliance and image requirements, as applicable, by submitting Customer’s specifications through Dell’s Imaging specifications upload page on the Dell TechDirect portal, or through a Technical Specification document in certain locations if required by Dell. Customer will navigate on the TechDirect portal to the Dell Image specifications page where Customer must provide:

- Geographic Customer information; and
- Image requirements (e.g. OS details, license details, etc.)

For customers not choosing to have the Ready Image applied:

After Customer has provided this information, Customer will access the file transfer application available via the Dell TechDirect portal to submit Customer’s Image. Customer must capture the image in WIM file format using Microsoft’s “Deployment Image Servicing and Management” tool (DISM.exe). DISM is available for download with Microsoft’s Windows Assessment and Deployment Kit (Windows ADK). Alternatively, the customer may submit an ISO created with SCCM or MDT. Dell assumes the Image’s size is smaller than 20 gigabytes, and Image sizes greater than 20 gigabytes may require additional or alternative services that are available for an additional fee.

To access certain features Customer may be required to create an Image using Dell ImageAssist. Dell will then load Customer’s Image on to the Supported Product(s). Dell ImageAssist allows the customer to build a single cross-platform Image that works on Supported Products. Customer will access the ImageAssist tool to capture Customer’s Image. After capturing the Customer’s Image in ImageAssist, Customer will upload the Image using the File Transfer Application available via the Dell TechDirect portal. Dell assumes the Image’s size is smaller than 20 gigabytes, and Image sizes greater than 20 gigabytes may require additional or alternative services that are available for an additional fee.

Customer will ensure each Image contains all required drivers, and that there is no unsupported hardware within the Device Manager tool on the Supported Product, if applicable. Additionally, Customer will create, test and verify that the Image operates according to the Customer’s needs on the Supported Products. Dell is not responsible for any issues arising from Customer’s software or other image content, including, but not limited to, any mismatched application versions, Device Manager conflicts, or security problems that result after Dell performs the Imaging Service. Performance issues with your Imaging Service not addressed by Customer before the Imaging Service are performed (e.g. by testing and verification of the Image), may be replicated on all Supported Products shipped to you by Dell, and you release Dell from any liability or responsibility to re-image, repair, support or otherwise remediate any issues cause by failure to capture any such mismatched application versions, device manager conflicts, or other performance issues. Further, Dell is not responsible for any issues arising from the functionality of Customer’s software in Customer’s environment. Customer shall retain a copy of such Image.



CUSTOMER ACKNOWLEDGES AND AGREES THAT GIVEN THE NATURE OF THE IMAGING SERVICE, THE IMAGE UPLOADER TOOL. AND, IF APPLICABLE THE IMAGEASSIST TOOL, USED TO PROVIDE THE IMAGING SERVICE, SUCH IMAGING TOOL IS PROVIDED “AS IS” AND DELL MAKES NO WARRANTIES REGARDING THE CUSTOMER’S IMAGE(S) OR COMPATIBILITY WITH ANY ENVIRONMENT. CUSTOMER IS RESPONSIBLE FOR ALL VALIDATION AND TESTING OF IMAGES. DELL DOES NOT ACCEPT LIABILITY FOR LOST CUSTOMER DATA, INCLUDING UPLOADED APPLICATIONS, FILES, IMAGES, AND OS SETTINGS WHICH COULD BE LOST IN THE TOOL. IT IS THE CUSTOMER’S RESPONSIBILITY TO BACKUP ANY DATA OR SOFTWARE BEFORE IT IS UPLOADED INTO THE TOOL, AND IT IS THE CUSTOMER’S RESPONSIBILITY TO SAVE THEIR IMAGE.

A delay in submission of Customer specifications, export compliance information or Image, as applicable, will result in a delay of Dell’s ability to perform the Imaging Service and Customer’s receipt of the Supported Products. Order is subject to cancellation if any of Customer’s specifications, export compliance or Image (as applicable) are not received from Customer within the required timelines communicated by Dell.

### **Additional Customer Responsibilities For Imaging Services**

- Provide Dell with access to and use of information, data, and internal resources as reasonably necessary to deliver the Imaging Service.
- Provide Dell with local administration rights necessary to perform the Imaging Service and ensure the domain login is enabled.
- Provide all logon IDs, passwords, domain specifications, and personal settings necessary to perform the Imaging Service for each End User.
- In the event Dell encounters problems loading Customer-provided software, Customer will contact the proper help resources for that application to complete the installation.

## **Provisioning with Workspace ONE**

Provides customers the ability to pre-load their system management files in the Dell factory to reduce deskside provisioning time.

### **Service Overview**

Dell Provisioning assists a Customer in configuring a clean Windows™ 10OS [or applicable later versions] with the third-party provisioning software agency and submission of the provisioning package needed for installing customer provided content through the Dell standard inline factory process. Third-party provisioning software provides the customer the ability to auto enroll assets via a method for exporting applications, updates and policies into a single provisioning package (PPKG) and the componentry needed for allowing the inline factory-based provisioning process minimizing End User downtime and eliminating the need for a large amount of data traffic from the End User’s location.

This offer will allow for systems to be shipped directly to the Customer End User and automatically enroll the unit into the Customer’s third-party software tenant to provision the system in Customer’s environment.

Dell’s ProDeploy processes validate and test the Customer’s provisioning package file and loads it within the manufacturing processes enabling Customer’s content deployment to be applied to Customer’s Supported Dell Systems as they are being manufactured.

### **Service Procedures & Dell Responsibilities**





The process for each ProDeploy project which includes Provisioning is as follows:

### **Project Initiation**

- ProDeploy Engagement Manager works with Customer to document and capture Customer's technical requirements in the Dell TechDirect portal.
- Customer validates accuracy and verifies requirements by approving the project in the Dell TechDirect portal.
- Customer reviews, approves and returns Export Compliance Form to Dell certifying that the provisioning package submitted by Customer may be exported by Dell outside of the country where the provisioning package is submitted to Dell. Export Certification is required upon initial ProDeploy project set-up.
- Customer provides provisioning package to Dell. The provisioning package will be submitted to Dell by File Transfer Application.

### **Project Development**

- If applicable, ProDeploy engineer develops the ProDeploy project to enable factory loading of the Customer's provisioning package with their selected Windows Pro OS option (as stated above) and to set any other CS customizations requested by the Customer.
- Provisioning package is validated and tested within Dell manufacturing processes, ensuring that Customer's provisioning package will load properly during initial manufacturing system build.

### **Project Completion**

- Manufacturing factory processes will ensure that Customer's provisioning package is installed as supplied to Dell.
- Project is released for fulfillment of orders.

### **Customer Responsibilities**

Prior to submitting each provisioning package to Dell, Customer shall:

- Retain a copy of such provisioning package and any Customer data or programs that was used in connection with the development and submission of the provisioning package. **DELL WILL HAVE NO LIABILITY FOR LOSS OR RECOVERY OF DATA OR PROGRAMS ON ANY PROVISIONING PACKAGE OR ON ANY SUPPORTED HARDWARE PLATFORMS.**
- Utilize the third-party provisioning console to create, test and verify that the provisioning package operates according to the Customer's needs on the supported hardware platform(s) that will be purchased. Dell is not responsible for the availability or performance of the third-party provisioning console, and separate terms from the publisher of the third-party provisioning software govern Customer's obligations and rights with respect to the third-party provisioning console.
- Ensure each provisioning package contains all required applications and policies
- Ensure that provisioning package does not contain Personally Identifiable Information.
- If applicable, complete, validate accuracy and verify requirements by approving the project in the Dell TechDirect portal.
- Ensure Customer possesses proper license from the applicable third-party provisioning software publisher to access and use the Services and the third-party provisioning console and software
- Ensure Licensing is in place for all software within the provisioning package
- Ensure console is configured to auto enroll systems



- Customer provides provisioning package to Dell. The provisioning package will be submitted to Dell by File Transfer Application.

## Service Requirements

- Provisioning package must be created using the third-party provisioning console. Other tools may not be utilized for this process.
- Dell Provisioning for is available only for certain third-party operating systems as determined by Dell. Check with your Engagement Manager for capability on supported operating systems and versions.
- Provisioning package must be validated on supported hardware platforms for the configurations that will be purchased. If Customer does not have the specific supported hardware platform/configuration, the Customer should purchase a development system to use when building and testing the applicable provisioning package.

## Not Included With Dell Provisioning

- Provision or licensing of any third-party software, operating systems or other elements contained in a provisioning package
- Physical installation of any hardware or software that is not related to Configuration Service Provisioning.
- Creation of a provisioning package.
- Troubleshooting or technical support for provisioning package creation.
- Testing of customer-specific applications or hardware for compatibility with the provisioning package.
- Any activities other than those specifically set forth in this Service Attachment.
- Not available for ThinClient devices

## Remote Installation

This service option (“Remote Installation Service” or “Remote Installation Services”) provides for the remote setup of a new Dell Supported Product and, if applicable, instructions for the decommissioning of an existing local computer, as set forth more specifically in this Service Description.

### Remote Installation Service Features

#### Deployment Plan

The deployment plan will include, if applicable:

- End User readiness
- End User deployment plan
- Instructions for configuring and installing the Supported Product(s) remotely.
- Instructions for the decommissioning of the legacy device

The deployment plan will be created jointly between Dell and the Customer prior to the scheduled installation of the Supported Product(s). Customer will promptly notify Dell of any conflicts in order to lock the plan prior to the initiation of Services. This Service is available to Customer on a 24x7 basis, subject to Customer’s compliance with all the terms of this Service Description, and Customer and Dell’s mutual agreement at the conclusion of the deployment planning discussions and other pre-deployment activities.



## Dell responsibilities

- Dell will request End Users to select a scheduled date and time in order to develop a schedule for their deployment.
- Dell will send email reminders of the End User's upcoming deployment, according to the deployment plan.
- Dell will update the schedule for each End User including the day and time of the scheduled installation based on requests to reschedule from the End User.
- Dell will coordinate with remote technicians to meet the scheduled remote deployment event
- Dell will provide a list of any End Users who have not confirmed their appointment to the Customer's designated contact as necessary

## Customer responsibilities

- Customer must appoint at least one contact to serve as their designated contact for the deployment schedule.
- Customer must provide the End User contact information, including but not necessarily limited to; names, phone number, and email address in the format required by Dell.
- Customer must advise their End Users that Dell representatives will be in contact to schedule their deployment prior to Dell attempting to schedule installations
- Customer must provide Dell the ability to communicate with End Users free of email blocking filters.
- Customer designated lead must communicate any reschedule requests to Dell.
- Customer must work with Dell to coordinate installation with any End User who is unresponsive to Dell's attempts to schedule the installation
- Once the deployment and End User schedule is established, Customer is responsible for ensuring availability of the End User or identifying an alternative End User if the scheduled End User is unavailable.

## Additional Provisions

- End User schedule will be considered established 2 business days prior to the scheduled deployment start day
- Requests to reschedule made less than 24 hours in advance may be charged if Dell is unable to accommodate the change into the deployment plan, additional fee's may be charged per the Change Control.
- Additional fee's may be charged for any End Users who are unavailable at their scheduled installation time.
- Customers may request prioritization of End Users
- Dell reserves the right to adjust the schedule with notification to Customer.
- Should the Customer elect to complete and manage the End User schedule themselves, with agreement from Dell, they are wholly responsible for the creation, change management, communication, and End User compliance to the schedule. The schedule must be reviewed and approved by Dell.

## Dell Responsibilities for the Remote Deployment Event

**Provide instructions and remotely assist the End User, as needed, in completing the required steps for the Supported Product. Dell will provide instructions to the End User on how to:**

- Unpack new Supported Product from shipping boxes and inspect components for any damage



- Organize Supported Product components and peripherals (e.g., keyboards, power supplies and mice)
- Plug Customer-provided, Customer-certified network patch cables into new Supported Product
- Plug all power cords into electrical sources
- Plug network patch cables into existing Customer-certified network jacks
- Boot the new Supported Product and verify network connection through a wireless or physical connection for Customer's network connected devices
- Establish a wireless or physical network connection
- Connect and setup physically connected external peripherals to Supported Product or Supported Product's docking station.

### **Perform Remote Deployment Steps**

- Log on to the new Supported Product using Customer-provided user ID and password or customer provided connectivity instructions
- Establish remote connection which will allow for remote installation to commence
- Perform basic domain join through Windows native interface
- Computers can be joined to the default Computers container within Active Directory upon request
- If applicable, configure IP address
- Map network printers to each new Supported Product
- When required, Dell will load the drivers supplied by Customer and will print a test page or conduct an agreed upon simple test for functionality. As an example, the connection of two monitors to a Supported Product or the docking station for that product.
- Migrate settings from legacy device to new
- Perform remote acceptance test as defined as part of the deployment plan

**If applicable, provide instructions and assist the End User in completing the Customer provided steps around the De-installation and retirement of Legacy Device**

### **Service Requirements**

In order to complete this service, the following are required:

- Reliable high speed internet connection at device installation location
- End User accepts remote connection

### **Customer responsibilities**

It will be the Customer's sole responsibility to:

- Work with Dell to create or provide the scheduling details of all necessary resources required for the Service,
- Assign a site coordinator for each Customer site if needed
- Provide work instructions and technical data needed for the Service
- Prior to remote deployment, create domain account and computer objects (if required prior to joining device to domain) within AD to enable the domain join prior to scheduled deployment date.
- Provide domain account credentials for use by remote technician with rights necessary to join a computer to the default Computers container in Active Directory
- Provide access to internet and network as needed to provide the Service.
- Provide Services Acceptance upon deployment 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



## Additional Terms and Conditions

- Dell strongly advises deployment pilots to validate work instructions and identify any potential issues.
- Customers may customize the standard instructions or provide their own set of instructions defining the remote activities they wish to have performed. Customized instructions and corresponding activities will be limited to 45 minutes of remote time per device. Dell will assess the anticipated amount of time to complete these activities prior to the deployment beginning and during the deployment itself. If Dell finds that the amount of time to perform the remote activities is in excess of the 45 minute limit, Dell will work with the customer to modify the instructions so the remote time is under 45 minutes or assess additional charges for the additional time via the Change Control process.
- Should the remote installation of the device be unsuccessful due to Customer's or End User's non-compliance to this Service Description, then Dell is not liable to provide the remote installation service for such device.
- Rescheduling or cancellation. ONCE THIS SERVICE HAS BEEN SCHEDULED, ANY CHANGES TO THE SCHEDULE MUST OCCUR AT LEAST EIGHT (2) CALENDAR DAYS PRIOR TO THE SCHEDULED DATE. IF CUSTOMER RESCHEDULES or cancels THIS SERVICE WITHIN SEVEN (1) DAYS OR LESS PRIOR TO THE SCHEDULED DATE, THERE MAY BE A RESCHEDULING or CANCELLATION FEE. Customer agrees to accept separate invoicing for any and all rescheduling fees. CUSTOMER AGREES THAT ANY RESCHEDULING OF THE SERVICE WILL BE CONFIRMED AT LEAST EIGHT (2) DAYS PRIOR TO COMMENCEMENT OF THE SERVICE. Any additional fee's will be assessed using the Change Control process.

## Excluded Services

- Data migration services
- Software installation or setup services
- Any activity requiring a Dell representative to be on site
- Transport of systems between locations or any other type of logistic services
- Offsite removal and/or recycling of legacy units
- Will not join specific Organization Units within Active Directory, computers will be joined to the default Computers container
- Will not provide or run custom scripts to join domain
- Will not troubleshoot errors associated to the native Windows domain join process
- Will not set up or configure Active Directory
- Remote Installation of more than 2 monitors.
- Remote Installation of a monitor on a monitor arm, and/or of monitor arm
- Mounting hardware onto surfaces or peripheral devices requiring tools or multiple simultaneous technicians
- Phone as the primary End User contact method, phone may be used to contact select End Users at Dell's discretion.
- Remote scheduling resources, installation technicians are not responsible for maintaining or updating schedules
- Any activities other than those specifically set forth in this Service Attachment

## Onsite Installation



This service option provides for the onsite setup of a new Dell Supported Product and removal of an existing local computer (the “Onsite Installation Service” or “Onsite Installation Services”) as set forth more specifically in this Service Description.

### **Site Survey**

Customer is fully responsible to collect critical site and scheduling information for each of the Customers deployment sites and ensure all of these critical details are provided to Dell prior to onsite services beginning. Dell will provide details to the Provider as part of the Deployment Plan.

### **Deployment Plan and Schedule**

The deployment plan will include, if applicable:

- Site survey and readiness
- Deployment schedule
- Work instructions for configuring and installing the Supported Product(s) onsite.

The deployment schedule will be distributed by Customer to End Users prior to the scheduled installation of their Supported Product(s). Customer will promptly notify Dell of any conflicts in order to lock the schedule prior to the scheduled installation date. This Service is available to Customer on a 24x7 basis, subject to Customer’s compliance with all the terms of this Service Description, and Customer and Dell’s mutual agreement at the conclusion of the deployment scheduling discussions and other pre-deployment activities.

### **Onsite Installation Service Features**

#### **Installation of Supported Product: CPU Devices (Desktops and Notebooks) & Monitor**

- Unpack new Supported Product from shipping boxes and inspect components for any damage
- Move new equipment from central location to the End User desk site
- Organize Supported Product components and peripherals (e.g., keyboards, power supplies and mice) for deployment
- Plug Customer-provided, Customer-certified network patch cables into new Supported Product
- Plug all power cords into electrical sources
- Plug network patch cables into existing Customer-certified network jacks
- Boot the new Supported Product and verify network connection for Customer’s network connected devices
- Perform basic domain join through Windows native interface
- Computers can be joined to the default Computers container within Active Directory upon request
- Log on to the new Supported Product using Customer-provided user ID and password
- If applicable, configure IP address
- Map network printers to each new Supported Product
- Connect and setup physically connected external peripherals to Supported Product or Supported Product’s docking station. When required, Dell will load the drivers supplied by Customer and will print a test page or conduct an agreed upon simple test for functionality. As an example, the connection of two monitors to a Supported Product or the docking station for that product.

#### **De-installation of Legacy Devices (CPU & Monitors)**

- Disconnect the hardware components, network cable, and power cord for the Customer’s system being replaced by the Supported Product (the “Legacy Device(s)”)
- Place Legacy Device components in boxes using packaging materials from the new Supported Products or other materials supplied by Customer
- Move the Legacy Device to an onsite storage area designated by Customer in the deployment building



- Move all boxes, packaging materials and debris to a disposal area within the building where the deployment services are provided and properly clean the installation area so it is returned to its original condition

## Service Requirements

In order to complete this service, the following are required:

- All systems in an order will be scheduled together as part of a singular event. In general, orders of 10 or less being scheduled for the same time/same day
- During multiple device installations, a technician will install multiple devices concurrently whenever possible.
- Onsite Installation coverage is limited to locations which are easily accessible by vehicle and without use of special tools or equipment
- De-installation of the legacy requires the concurrent installation of a new client
- New Supported Products are to be located within the building in which they are to be installed

## Excluded Services

- Data migration services
- Consumer residential installations
- Software installation or setup services
- Transport of systems between locations or any other type of logistic services
- Offsite removal and/or recycling of legacy units
- Will not join specific Organization Units within Active Directory, computers will be joined to the default Computers container
- Will not provide or run custom scripts to join domain
- Will not troubleshoot errors associated to the native Windows domain join process
- Will not set up or configure Active Directory
- Installation of more than 2 monitors.
- Installation of a monitor on a monitor arm, and/or of monitor arm
- Mounting hardware onto surfaces or peripheral devices requiring tools or multiple simultaneous technicians
- Any activities other than those specifically set forth in this Service Attachment

## Customer responsibilities

It will be the Customer's sole responsibility to:

- 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
- 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 on-site, create domain account and computer objects (if required prior to joining device to domain) within AD 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 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 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

### Additional Terms and Conditions

- Customers may customize the standard instructions or provide their own set of instructions defining the onsite activities they wish to have performed. Customized instructions and corresponding activities will be limited to 45 minutes of desktide time per device. Dell will assess the anticipated amount of time to complete these activities prior to the deployment beginning and during the deployment itself. If Dell finds that the amount of time to perform the onsite activities is in excess of the 45 minute limit, Dell will work with the customer to modify the instructions so the desktide time is under 45 minutes or assess additional charges for the additional time through the Change Control process.
- Customer caused delays which prevent the 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.
- 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.
- Dell onsite technicians will have Confidentiality of Insurance (COI) or a Memorandum of Insurance (MOI) in place
- With deployments consisting of more than 500 unique addresses, Dell reserves the right to propose an alternative solution to using onsite technicians, and/or charge additional fees through the Change Control process.
- Not available for ThinClient devices

## Add On for Application Installation

If a Customer purchases Add-On Application Installation, Dell will assist Customer with installation of up to three (3) certain software applications or modify select operating system settings in connection with their installation of new Supported Dell Systems. Installation of applications will take place onsite, during the deployment of new assets.

### Project Initiation

If applicable, Dell will work with Customer to document and capture Customer's technical requirements through the TechDirect portal. If applicable, Customer validates accuracy and verifies requirements by reviewing and approving the specifications in the TechDirect portal.

### Project Completion

Installation of client applications will occur via customer provided manual script, USB or CD/DVD

3 unsuccessful attempts to install the software using the customer's technical requirements

### Customer responsibilities





It will be the Customer's responsibility to:

- Provide the script, USB or CD/DVD required to perform the application installation
- 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) that will be purchased.
- If applicable, complete, validate accuracy and verify requirements by reviewing and approving using the TechDirect portal.
- All necessary licensing, adequate quantity of installation media and installation instructions will be provided to Dell technicians upon arrival.
- Customer has all necessary license and use rights for the software that is being installed – Dell will not confirm compliance
- Dell can 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.
- Desktops and laptops are attached to a local area network and have Internet access with Internet Explorer 5.0 or higher.
- Network infrastructure is stable across all Customer sites.

## Service Limitations

Desktop/Notebook Operating System is Microsoft XP, Vista, Windows 7, or Window 8, Windows 10 [or applicable later version]

Operating system is preloaded or already installed.

Dell shall not be held responsible for errors during the installation process and any errors encountered during the installation

Must be purchased in conjunction with ProDeploy or ProDeploy Plus

Applications must be delivered in conjunction with Onsite Installation services and any unused application installation cannot be credited, refunded or transferred.

Not available for ThinClient devices

## Optional Add On for Installation Packaging Removal

If a Customer purchases Add-On Offsite Packaging Removal, Dell will remove packaging and material of the systems and peripherals being deployed. Does not include the removal of system(s) being replaced (the "Legacy Systems"). Service must be delivered in conjunction with Onsite Installation services.

## Add On for End User Scheduling

If a Customer purchases Add-On End User Scheduling, Dell will assist Customer with the coordination between the individuals receiving a new device (End User) and the onsite technician responsible for performing the installation service.

### Dell responsibilities

- Dell will develop a schedule for each End User by day and location of the scheduled installation based on, and incorporated into, the agreed to Deployment Plan.
- Dell will notify each End User to communicate via email, their scheduled day/date and send email reminders of their upcoming deployment according to the Deployment plan.



- Dell will update the schedule for each End User including the day and location of the scheduled installation based on requests to reschedule from the end user.
- Dell will coordinate with onsite technicians to meet the scheduled installation day
- Dell will provide a list of any End Users who have not confirmed their appointment to the customer's designated contact as necessary

### Customer responsibilities

It will be the Customer's responsibility to:

- Customer must appoint at least one contact to serve as their designated contact for the deployment schedule, preferably on premise.
- Must provide the End User contact information, including but not limited to; names, phone number, and email address using the provided Excel template.
- Customer must advise their End Users that Dell representatives will be in contact to schedule their deployment prior to Dell attempting to schedule installations
- Customer designated lead must communicate any requests made to them to reschedule to Dell.
- Customer must work with Dell to coordinate installation with any End User who is unresponsive to Dell's attempts to schedule the installation
- Once the deployment and End User schedule are finalized, customer is responsible for ensuring availability of the End User or identifying an alternative End User if the scheduled End User is unavailable.

### Additional Provisions

- End User schedule will be considered finalized 8 days prior to the scheduled day
- Requests to reschedule made less than 7 days in advance may be charged if Dell is unable to accommodate the change into the Deployment Plan, additional fee's may be charged.
- Requests to reschedule made less than 5 days in advance may not be able to be honoured
- Additional fee's may be charged for any End Users who are unavailable on their scheduled installation day.
- Customers may request prioritization of End Users
- Once the schedule is finalized, any revisits required or changes to the Deployment plan may result in additional fees to the customer.
- Dell technicians will make every effort to maintain the communicated schedule, however if, due to unforeseen circumstances, Dell reserves the right to adjust the schedule.
- Not available for ThinClient devices

### Excluded Services

- Scheduling an End User at a specific time of day
- Phone as the primary End User contact method, phone may be used to contact select End Users at Dell's discretion.
- Onsite scheduling resources, installation technicians are not responsible for maintaining or updating schedules
- Any activities other than those specifically set forth in this Service Attachment



# Attachment C

## ProDeploy Plus Service

### Connected Configuration

#### Service Overview

The Dell Connected Configuration service provides the ability to put an instance of Customer's systems management software ("Customer Deployment Solution") inside of Dell facilities via a secure internet connection. Customer gains direct access to either a virtually or physically hosted environment in Dell facilities where Customer can store and maintain Customer's Deployment Solution. Customer will also be able to complete configuration tasks inside Dell facilities that otherwise could only be performed once the system is received by the Customer & connected to the customer network.

#### Service Procedures & Dell Responsibilities

The Connected Configuration Service works together with other supported Services in this Service Description. The Customer's Deployment Solution will be hosted at a Dell Configuration Center and will be connected to the Customer's network via a secure tunnel. The secure connection will be offered as a gateway between Customer's environment and Dell / Supplier production environment, with a maximum bandwidth of 5 megabit/sec. Customer may use the secure tunnel to provide further customization of other deployment options, including, but not limited to encryption and other security and access features, and role-based administration, active directory discovery and other network, database and security configurations. The deployment process will be limited to a maximum of four (4) hours processing time and ten (10) minutes of technician support for initiation and completion of the automated task sequence per device configured. Order fulfillment capacity will be calculated based on Customer's forecasted unit volumes and capability of Customer's Deployment Solution as defined in coordination with Dell during the scoping process. This includes average time to deploy per unit, and maximum units that can be deployed concurrently.

The deployment solution can be established using the Customer's physical hardware or as a virtual machine. The physical hardware solution enables the Customer to provide their deployment solution and related customer owned hardware to be integrated into the Dell Configuration Center(s). The virtual machine solution allows the Customer to create a Virtual Hard Disk (VHD) of their deployment environment and submit it to Dell to be loaded onto a hosting infrastructure designed and maintained by Dell.

Customer orders will be placed via the Dell Sales process and flow through the standard Dell manufacturing process. Additional supported Service(s) Customer selects will take place in the manufacturing process and are outside of the Connected Configuration Service.

Customer shall defend, indemnify and hold Dell harmless on demand from, any claim or action arising out of any customer direction regarding the configuration of the Supported Dell Systems using the secure connection and the Connected Configuration service, or any failure by Customer to comply with the terms, conditions and Customer responsibilities set forth in this Service Description. Customer hereby acknowledges and agrees that Dell is authorized to take all reasonable measures to protect the physical assets or any other aspect of the IT environment of Dell and/or any third parties that may be impacted by a security threat introduced by Customer into Dell's or such third parties' physical assets or IT environment(s).

#### Additional Provisions



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

Customer acknowledges and agrees that Customer is the data controller and data exporter of any data contained in any physical hardware, drives, or any hosted virtual machine or other components provided by Customer to Dell ("Customer Deployment Solution"), system management software used by Customer in connection with the Services ("Customer Software") or Customer Content (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.

## Excluded Services

The following activities are excluded from the Service:

- Creation by Dell of any task sequence, image or any other Customer content ("Customer Content") on behalf of Customer;
- Support or maintenance for any Customer Deployment Solution or Customer Software by Dell, provided, however, that any Customer Deployment Solution that carries an active Dell support or maintenance contract will be serviced by Dell in accordance with such active Dell support or maintenance contract;
- Data migration services;
- The development of any intellectual property created solely and specifically for the Customer;
- Pre-provisioning of client system asset data;
- Resolving Customer Deployment Solution issues or failures, and;
- any other activity other than those specifically noted in this Service Description.
- Not available for ThinClient devices

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

## Customer Responsibilities and Technical Requirements

The Customer must meet or exceed the following requirements and responsibilities to purchase, enable and utilize either of the physical hardware or virtual machine-based service solutions. Customer's failure



to provide any item or perform any task required by these Connected Configuration Customer Responsibilities may delay or inhibit Dell from performing the Service.

In the event a Customer “End-User” utilizes third parties (e.g., contractors, agents, system integrators and/or channel partners), “Customer Partner” refers to third party utilized by Customer End-User, (“Customer End-User”).

- Customer Partner responsibilities (if applicable):
  - Convey in writing to the Customer End-User all of the Customer Responsibilities as stated herein.
  - Facilitate any communications, set up of instructions or designate Dell Services to work directly with Customer End-User for such.
  - Provide, or cause Customer End-User to provide, deliverables required to complete the service (Customer Work Instructions, VPN customer requirements document, Customer Deployment Solution [physical or virtual], etc.).
- Customer will assign a single point of contact (“Customer Contact”) and technical points-of-contact (“Technical Contacts”) as required to support the establishment and sustainment of each regional Connected Configuration environment.
- The contacts are required to have a working knowledge of the infrastructure components to be considered during the Services and will provide support including, but not limited to, the following:
  - Customer Contact will have the authority to act on Customer’s behalf in all aspects of the Service including bringing issues to the attention of the appropriate persons within Customer’s organization and resolving conflicting requirements.
  - Customer Contact will ensure that any communication between Customer and Dell, including any scope-related questions or requests, are made through the appropriate Dell Project Manager.
  - Customer Contact will provide timely access to technical and business points of contact and required data/information for matters related to the scope of Service.
  - Customer Contact will ensure attendance by key Customer contacts at required meetings and deliverable presentations.
  - Customer Contact will obtain and provide necessary project requirements, information, data, decisions and approvals.
- Customer is responsible for providing any hardware and/or software required to enable an appropriate and secure deployment solution as defined in coordination with Dell during the solution scoping process. The defined solution must support expected client system deployment volumes.
- Customer will provide one (1) configured Deployment Solution for each regional Dell Configuration Center where the Connected Configuration services will be fulfilled including: Customer Hardware and/or Customer Software and/or all Customer Content.
- Customer is responsible for all maintenance, security, management, monitoring and support of the Customer Software and/or Hardware, and Customer agrees that a support or maintenance issue related to the Customer Software and/or Hardware will excuse Dell of its obligation to perform the Service until such support or maintenance issue is resolved.
- Customer will implement and maintain a secure network between the Customer network and each Dell Configuration Center. The secure network connection must meet (or exceed) Dell VPN security requirements.
- Customer is responsible for setting up and managing a Preboot Execution Environment (PXE) deployment process ensuring that such process can be completed within four (4) hours and limits technician interaction to a maximum of ten (10) minutes for the purposes of initiating and completing the client system deployment.
  - Customer is responsible for setup of PXE Boot environment and validation with client hardware platforms to be purchased. Client hardware platforms without a network port (RJ-45) on the system must validate PXE using a USB-Type-C / Thunderbolt-to-Network dongle. Platform / network adapter supportability should be verified with your Configuration Services Project Manager.



- Customer is responsible for providing and maintaining client OS deployment work instructions including steps required to initiate client OS deployment, instructions that clearly identify when OS deployment has completed, steps for system shut down prior to shipment, and troubleshooting steps to be taken in event of a failure during client system deployment.
  - Client OS deployment work instructions must include clear instructions and screen shots for Dell factory technicians to initiate and verify successful completion of your deployment.
  - Customer's task sequence and work instructions must include a "complete screen" as one of the final tasks in the task sequence. This dialog box "complete screen" is a quality check for factory technicians to verify successful completion. The "complete screen" must remain on-screen until an action is taken by a technician.
- Customer will keep Customer Deployment Solution and system deployment, driver and operating system updates current, and ensure that content required for client system deployments is available on their systems management environment hosted at Dell Configuration Center(s). Customer must leverage their hosted systems management environment for client system deployments to minimize network traffic and reduce system deployment processing times.
- Customers providing a virtual instance of the Customer Deployment Solution must meet Dell Connected Configuration VM requirements (e.g., VM hard disk size, memory size, CPU cores, VHD export format).
- Customer's that have provided physical infrastructure assets for client system deployment, e.g., server, firewall/vpn end-point, network switch(es), will maintain all firmware and hardware within each asset. Dell will work with the customer as needed to provide access to supplied assets for maintenance or break fix. Dell can also work with the customer to provide a reboot of a system upon a hard failure or firmware update. In no event will Customer's third-party maintenance contract entitle Customer or any third party to access Dell's facilities without Dell's prior written acknowledgement and acceptance of such access.
- Customer's providing physical infrastructure assets will procure, configure, and manage required Hardware for the Services as follows:
  - Hardware will be rack mountable
  - Up to 4U of rack space may be used
- Customer's changes to the deployment specifications during fulfillment of the Service may delay or inhibit Dell's performance of the Service. If Customer intends to make changes to Customer's deployment specifications, Customer must notify the Dell Project Manager and allow for potential additional order fulfillment cycle time and to limit disruption of the Service.

## Data Migration

### Service Overview

This service option provides for the onsite migration of up to 100 gigabytes (GB) of data, from an existing local computer, to a new Dell Supported Product (the "Data Migration Service" or "Data Migration Services") as set forth more specifically in this Service Description. This service is delivered during and in coordination with a new system installation process.

### Data Migration Service Features

- Capture user data and settings from each of the Customer's system(s) being replaced by the Supported Product(s) (the "Legacy system") based on requirements defined during the site survey;
- Migrate data associated to domain user profiles to the new Supported Product(s)
- Data migration can be performed in various ways:
  - Directly from Legacy Device to new Supported Product over a standard network cable
  - Directly from Legacy Device to new Supported Product over the customer's network
  - From Legacy Device to a customer-provided storage location (file share or USB/external drive), then from storage location to the new Supported Product
- Upon completion of migration the technician will confirm and/or report integrity of the migration



## Service Requirements

- Data Migration services must be delivered in conjunction with Remote or Onsite Installation services
- Data Migration services will be performed by Dell using the data migration tool and the corresponding resources on the Dell TechDirect portal.
- Schedule of migration and installation services must be coordinated within the same project scope and, wherever possible, using the same remote or onsite Dell personnel
- During multiple device installations onsite technicians will be migrating data on multiple devices concurrently.
- Target location for data is of sufficient size for the amount of data migrated
- Dell assumes that there are no factors limiting the transfer speed of the legacy system to the replacement system, including but not limited to:
  - Poor hard drive performance due to bad sectors, less than 5400 rpm speeds, or excessive fragmentation
  - Customer configured settings limiting transfer speeds, such as forcing all Network Interface Cards (NICs) to a slower speed than their optimal speed
  - Processes running on the legacy system
  - Not using CAT5e network cable for use on Gigabit NICs for any network related migrations
  - Not using USB 3.x Ports and External Hard Drives (USB2.0 minimum)

## Excluded Services

- Transferring more than 100 GB of data
- Data Migration using tools other than the tools Dell designates for the performance of the Service by Dell's personnel and the fulfillment of Customer's obligations
- User profiles for local accounts (not in a domain) will not be migrated.
- Migrating data for user accounts to alternate domains is not supported
- De-installation or re-installation of any existing products or software applications.
- Any recovery of data, including disaster recovery.
- Separate scheduling of migration and installation services.
- Transferring applications or scripting for application installations at the system.
- *The tool will not move / copy applications or software.*
- Any activities related to network infrastructure configuration or troubleshooting.
- Any activities other than those specifically noted in this description of the Data Migration service feature in this Attachment C.

## Customer responsibilities

It will be the Customer's responsibility to:

- Configure Data Migration requirements using Dell's TechDirect portal
- Comply with the customer responsibilities of the Onsite Installation Service (Attachment B)
- If desired, provide a 3.x USB/external media for transferring data
- If requested by Dell, provide technician internal access to the data migration tool installer which is available from the Customer's project on Dell's TechDirect portal
- Dell's ability to deliver the Service to scope and schedule depends upon timely customer turnaround on critical decisions, essential information and approvals. Customer acknowledges a responsibility to respond in a timely manner to Dell requests for direction, information, approvals or decisions that are reasonably necessary for Dell to perform Service.
- Customer will ensure that communication between Customer and Dell, including any scope-related questions or requests. Customer shall provide a list of key contacts at project kick off to work with Dell. Key contacts will be responsible for communication and managing project deliverables with Dell.



- Customer will provide access to technical and business points of contact as required for matters related to the scope of Service. Key contacts will attend meetings and deliver timely decisions and information as necessary for Dell to perform Service.
- Any remediation required of the source storage array environment is the Customer responsibility, except for Dell supported storage platforms with valid support warranty (ies).
- Customer is responsible for any configuration of the source storage array, unless otherwise specified in this Service.
- Customer is responsible for bringing applications into a production state after offline migration.
- Customer is responsible for shutting down host/server applications prior to start of offline data migration.
- Legacy system must be available and fully operational for any services to be performed on legacy system
- Customer provides access to the customer specific data migration tool installer located in TechDirect.

### Additional Terms and Conditions

- Reasonable attempts will be made to transfer the Customer's data however if after several attempts and for reasons outside the technician's control, the transfer is deemed unfeasible, then the Service may not be performed
- These activities will be limited to an additional 45 minutes (90 minutes total time that includes installation activities) of remote or deskside time per device. Dell will assess the anticipated amount of time to complete these activities prior to the deployment beginning and during the deployment itself. If Dell finds that the amount of time to perform the remote or onsite activities is in excess of the additional 45 minute limit, Dell will work with the customer to modify the instructions so the remote or deskside time is under the additional 45 minutes.
- 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 the Customer to mitigate those issues or 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 either data migration or DMT installer), the Customer must provide USB/external media.
- Customer acknowledges and agrees that Customer is the data controller of any data contained in any Legacy Device or elsewhere in Customer's environment that is directed by Customer to be included within the scope of this Service, as such 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 as the data controller and that Dell is responsible for compliance with applicable data privacy laws in each country as the data processor, pursuant to the adoption of the EU model Clauses as set forth in the Customer's Agreement to purchase the Supported Product(s) and Service(s). Customer will immediately notify Dell and work with Dell in good faith to resolve any related matter if Customer becomes aware of any lapse, defect, deficiency or other problem in connection with incorporation of the EU Model Clauses into this Agreement.

## Training Credits

### Training Credits For Dell Education Services

Customers who purchase the ProDeploy Plus Service for use with select Supported Products also receive Dell Education Services Training Credits (the "Training Credits"). Check your Order Form to confirm whether your purchase of the Service includes a ProDeploy Plus Training Credits SKU, and to determine





how many Training Credits you receive with your purchase of the Service. Training Credits are a flexible way to purchase training courses offered by Dell Education Services, including Dell Certification training, dedicated training, onsite training or online courses. To review the list of courses available for purchase with Training Credits, please visit [www.learndell.com](http://www.learndell.com). Your purchase of Training Credits can only be used for training provided by Dell Education Services. For example, Training Credits cannot be used for training on Dell Software products and services. Training Credits may only be redeemed in the country in which they are purchased.

The duration of the term during which you can use the Training Credits to purchase Dell Education Services training courses is twelve (12) months from the date of purchase of the Service by you. All training courses redeemed against the Training Credits must be scheduled and delivered prior to expiration of your applicable 12 month period from the date of purchase of the Service(s) on the Order Form, except to the extent your separately signed master services agreement with Dell that explicitly authorizes Dell's sale of this Service to you or applicable law requires otherwise. If your separately signed master services agreement with Dell that explicitly authorizes Dell's sale of this Service to you requires payment for Training Credits in arrears or you are required by applicable law to pay for Training Credits in arrears, then you may elect and Dell will mutually agree to your i) purchase of the Services without Training Credits (which may require a separate statement of work or other documentation), ii) purchase the Services with no additional charge that corresponds to Training Credits, or iii) purchase of Training Credits you consume to be paid in arrears in accordance with your master agreement terms and/or applicable law. After you are issued your Training Credits, Dell will provide a monthly balance report of your Training Credits and a 90 day notice for any expiring Training Credits. If you have questions about the expiration of your Training Credits, contact Dell Education Services or your sales representative. Dell's obligations to provide Dell Education Services training to you in return for the Training Credits you were issued will be deemed satisfied after the 12 month period following the date of your purchase of the Service, even if you do not use the Training Credits to purchase any Dell Education Services training. If the Training Credits expire, you will not receive a refund for the unused Training Credits.

Redeemed Training Credits will be subject to the Education Services service descriptions located along with Dell Services Terms & Conditions

## Post Deployment 30 Day Support

As part of the ProDeploy Plus Installation Service Dell provides 30 days of support to both the Customer and Provider:

- Customer will be able to engage a Dell support team (via email or chat) and obtain assistance with certain administration, configuration, or installation support request for the Dell deployment solution they purchased.
- Dell will work with the Customer or Provider to provide remote diagnosis of the Customer's issue.
- For any problems with the deployment, Dell will then work with the Customer and/or Provider to develop and, if applicable assist in the implementation of a remediation plan.
- These services are in addition to any other warranties or support the customer may be entitled to receive. For more information on what other warranties might be available, please consult your Order Form.

