

Service Description

Preventive Maintenance for Dell PowerCool DLC Systems

Introduction

This Service Description describes the Preventive Maintenance for Dell PowerCool DLC Systems service (the “**Service(s)**”) that will be provided to you (“**You**” or “**Customer**”) by the Dell Technologies entity which invoices You for the Service (“**Dell**”). Dell’s quote or other mutually agreed upon form of order confirmation or Dell’s invoice (as applicable, the “**Order Form**”) will include the name of the Service(s) and any available service options that You purchased. For additional assistance or to request a copy of your service contract(s), contact your Dell representative. This Service Description is subject to and governed by the Agreement (as defined and identified in the Governing Terms section below).

Scope of the Service

As used in this Service Description: “**Products**” means Dell-branded: (a) hardware (“**Equipment**”); or (b) generally available standard software, whether microcode, firmware, operating systems or applications (“**Software**”). “**Supported Products**” are Products subject of a then current separate order for Dell standard product support services (e.g. Dell ProSupport offerings). “**Third Party Offerings**” means hardware, software, products, services, subscriptions, solutions or any other offerings that are not Dell-branded. Products and Third-Party Offerings are collectively referred to as “**Offerings**”.

The Preventive Maintenance for Dell PowerCool DLC Systems service provides preventive onsite maintenance twice a year including visual inspection, coolant testing, and inspection of leak detectors to support proper operation of the Dell PowerCool Coolant Distribution Unit (CDU)

Subject to Customer’s fulfillment of Customer Responsibilities as set forth below, this Service includes:

- 1. Scheduled Onsite Maintenance Visits**
Dell technicians will perform scheduled maintenance on each CDU to help identify issues and support equipment operation. Onsite CDU maintenance visits will take place every 6 months, with the first visit taking place 6 months after the initial coolant test this conducted at the time of deployment and will continue every 6 months throughout the term of the contract, with the last scheduled maintenance taking place 6 months before the end of the contract term.
- 2. Maintenance Logging and Tracking**
Each onsite maintenance visit will be documented with detailed logs that include, the date of visit, the CDU serviced, and a description of the actions taken, giving you visibility into your maintenance history.
- 3. Coolant Testing and Adjustment**
Dell will collect coolant samples during maintenance visits and send them for lab analysis. If the results indicate that the coolant requires adjustment to meet performance specifications, Dell will schedule a follow-up onsite visit to perform the necessary adjustments.

During each onsite maintenance visit, the following activities are performed:

- 1. Visual Inspection of DLC/CDU Infrastructure**

Dell will conduct a visual inspection for observable leaks, wear, or other concerns that could impact the cooling performance.

2. Configuration Review

The CDU's configuration settings, including firmware version, are reviewed for accuracy and optimal operation.

3. Leak Detection System Check

Dell will check the leak detection system to confirm it is functional and review calibration settings.

4. CDU Filter Check

The CDU filter status will be checked, and the filter will be replaced if the system recommends a filter change to maintain clean coolant flow and prevent blockages.

5. Coolant Sampling and Testing

A sample of the coolant is collected and sent for lab testing to assess whether the coolant meets the required specifications.

6. Delivery of Maintenance Report

A maintenance report will be provided to the customer that includes the maintenance steps taken, any key findings and actions during onsite visits, the coolant testing results and adjustments, and additional recommendations as needed.

In Scope Products

The Service is provided only for the following categories of Products:

- Dell PowerCool Coolant Distribution Units.

Service Scope Changes. Unless otherwise agreed in writing, Dell reserves the right to change the scope of the Service upon sixty (60) days' prior written notice. Except for changes made by third party suppliers to Third Party Offerings, Customer will be notified of any change to the scope of the Service as provided in the Agreement.

Exclusions

The following activities are not included in the scope of this Service Description:

- Any services, tasks or activities not specifically identified in this Service Description.
- Development of any intellectual property created solely and specifically for Customer.
- Services required due to failure to maintain software and Supported Product(s) at any specified minimum release level as set forth in the applicable Reference Code Document.
- The Service includes coolant sampling and adjustments, but full coolant flush, replacement and disposal are not included. This can be provided through a separate service.
- The Service does not include repair or replacement of CDU hardware or any other system components. Any required repairs must be addressed under a separate support agreement (e.g., ProSupport).
- The Service is limited to scheduled maintenance visits. Emergency response or unscheduled onsite support is not included and may incur additional charges.
- The Service does not cover remediation of facility-related issues, including power, HVAC, or structural conditions that may impact CDU or DLC performance.
- While configuration and firmware versions are reviewed, the Service does not include performing firmware or software updates. Such updates must be handled under a separate support process.
- While technicians will inspect for observable leaks and notify the Customer of identified issues, leak containment and cleanup are not included in the Service and are the Customer's responsibility.
- Only CDUs with an active ProSupport contract and explicitly covered under this Service are eligible for maintenance. Non-entitled units are excluded.
- Technicians will access OpenManage Enterprise only as needed for CDU maintenance. Broader access to customer systems or networks is not included.

- The Service does not include end-user training, operational consulting, or design recommendations for the cooling infrastructure.

Offer-Specific Customer Responsibilities

To ensure the successful delivery of the Service, the Customer is responsible for the following:

- **Maintain an Active ProSupport Contract**
Ensure that each entitled CDU covered by this Service has an active ProSupport service contract for the duration of the Service term.
- **Provide Access to Equipment and Tools**
 - Grant technicians safe and timely access to the CDU units and surrounding infrastructure.
 - Ensure access to the **OpenManage Enterprise** application managing the entitled CDU.
 - Have cleaning materials readily available near the CDU to respond to any water or coolant leaks.
- **Site Safety and Compliance**
 - Confirm that the site complies with all safety laws and regulations.
 - Provide at no cost to Dell any required safety briefings and on-site coordination of the activities with special reference to safety, including relevant safety documentation and/or protective equipment to visiting technicians.
- **Coordinate Scheduling**
Work with the service team to schedule maintenance and follow-up visits, including coolant adjustments if needed.
- **Support Coolant Sampling Process**
Facilitate the collection of coolant samples by ensuring access and providing any necessary operational support during the visit.
- **Provide Shutdown Procedures**
Supply well-defined shutdown procedures to onsite technicians, including contact information for escalation in the event of a severe active leak is found during maintenance.
- **Review and Act on Service Reports**
Review maintenance reports/logs and coolant test results provided after each visit. Take any recommended actions or approve follow-up services as needed.
- **Notify of Changes or Issues**
Inform Dell of any changes to the CDU environment, operational concerns, or incidents that may affect service delivery.
- **Maintain Communication with Service Team**
Designate a point of contact to coordinate with the service team and receive updates, reports, and recommendations.

Customer Responsibilities

Authority to Grant Access. Customer has obtained permission for both Customer and Dell to access and use, whether remotely or in-person, Customer-owned or licensed software, hardware, systems, and data, for the purpose of providing the Service. If Customer does not already have that permission, it is Customer's responsibility to obtain it, at Customer's expense, prior to Dell's performance of the Service.

Non-solicitation. Except if permitted by applicable law, Customer agrees that it will not, without Dell's prior written consent and for a period of two years from the date listed on your Order Form, directly or indirectly solicit for employment any Dell personnel with whom you have come in contact in connection with Dell's performance of the Service; provided, however, that general advertisements and other similarly broad forms of solicitation will not constitute direct or indirect solicitation hereunder. You are permitted to solicit for employment any person that has been terminated or has resigned his or her employment with Dell prior to the commencement of employment discussions with you.

3 Preventive Maintenance for Dell PowerCool DLC Systems

Customer Cooperation. Customer agrees that without prompt and adequate cooperation, Dell will not be able to perform the Service or, if performed, the Service may be materially changed or delayed. Customer will promptly provide Dell with all cooperation reasonably required for Dell to perform the Service, including without limitation providing all necessary and accurate information and documentation. Dell will not be responsible for, and Customer will not be entitled to any refunds resulting from any delays and/or failure to perform the Service arising from Customer's failure to provide timely cooperation.

On-Site Obligations. Where the Service requires on-site performance, Customer will, at no cost to Dell, provide free and safe access to Customer's facilities, including working space, electricity, safety equipment (if applicable) and a telephone line. A monitor, mouse, and keyboard must also be provided if a system does not already include these items.

Equipment Readiness. Customer will be responsible for the movement of equipment from the receiving areas of their facility to the site of installation prior to Dell assuming responsibility for equipment de-crate and installation. Where the Service requires Customer equipment installation activities, Customer will provide appropriate resources and tools (at no cost to Dell) and will consult Dell for guidance on the installation and cabling processes.

Maintain Software and Serviced Releases. Customer must maintain software and Supported Product(s) at Dell's specified minimum release levels which are stated at: <https://www.dell.com/support/kbdoc/en-us/000205512/target-revisions-and-runtime>; or if your Product is not identified at the foregoing link at this location: <https://www.support.dell.com>, as applicable the "Reference Code Document". If You cannot identify your Products at either link, please contact your Dell representative for additional information. Customer must also ensure installation of minimum software or firmware release levels on replacement parts, patches, software updates or subsequent releases as directed by Dell to keep Supported Product(s) eligible for the Service.

Data Backup. Customer will back up all data on all affected systems prior to performance of the Service. If Customer requires ongoing use of affected systems during the period of performance of the Service, and such ongoing use is agreed to by Dell, then Customer will make regular (at least daily) backup copies of the data on such systems as a precaution against possible failures, alterations, or loss. Dell will not (i) be responsible for the recovery, restoration, and/or reinstallation of any data lost or corrupted in connection with the Service (including through the acts or omissions of Dell and its third party service providers); or (ii) be liable for any damages resulting from any loss or corruption of data, however arising, and including without limitation loss of use, provided that if Dell has any liability for data loss that cannot be limited under applicable law, then Dell's liability will be limited to the cost of commercially reasonable and customary efforts to recover the lost data from Customer's last available backup.

Third Party Warranties. The Service may require Dell to access hardware or software that is not manufactured or sold by Dell. Some third-party manufacturers' warranties may become void if Dell or any party other than the manufacturer works on such hardware or software. Customer will ensure that Dell's performance of the Service will not affect such warranties or, if it does, that the results will be acceptable to Customer. Dell is not responsible for any changes to, or voiding of, third party warranties that may result from its performance of the Service.

Service Hours. Subject to local law relating to weekly work hours, unless otherwise listed below, the Service will be performed Monday through Friday during standard Dell business hours, which are from 8:00 AM to 5:00 PM Customer local time:

Customer Location	Standard Dell Business Hours
St. Kitts, St. Lucia, St. Vincent, Trinidad, Virgin Islands, Rest of English speaking Caribbean	Monday thru Friday from 7:00 AM to 4:00 PM
Barbados, Bahamas, Belize, Costa Rica, Denmark, El Salvador, Finland, Grand Cayman, Guatemala, Honduras, Jamaica, Norway, Panama, Puerto Rico, Rep. Dominicana, Suriname, Sweden, Turks and Caicos	Monday thru Friday from 8:00 AM to 5:00 PM
Australia, Bermuda, China, Haiti, Japan, Netherland Antilles, New Zealand, Singapore, Thailand	Monday thru Friday from 9:00 AM to 5:00 PM
Argentina, Brazil, Ecuador, France, India, Indonesia, Italy, Korea, Malaysia, Mexico, Paraguay, Peru, Taiwan, Uruguay	Monday thru Friday from 9:00 AM to 6:00 PM

4 Preventive Maintenance for Dell PowerCool DLC Systems

Bolivia, Chile	Monday thru Friday from 9:00 AM to 7:00 PM
Middle East	Sunday thru Thursday from 8:00 AM to 6:00 PM
Hong Kong	Monday thru Friday from 9:00 AM to 5:30 PM

No Service activities will take place outside normal business hours or during local holidays unless other written arrangements have been made in advance.

Governing Terms

This Service Description is between Customer and Dell. This Service Description is governed by: (a) that separate written agreement between Customer or Customer's affiliate and Dell or a Dell affiliate to the extent that it expressly applies to the Service; or (b) in the absence of such agreement and depending on Customer's location, Dell's Commercial Terms of Sale or such other agreement each as referenced in the table below; as applicable: the **"Agreement"**. The table below lists the location specific web links where your Agreement can be found. The parties acknowledge having read and agree to be bound by such online terms. This Service Description is a "Service Specification" for the purpose of Dell's Commercial Terms of Sale.

Customer Location	Terms & Conditions Applicable to Your Purchase of the Service	
	Customers Purchasing the Service Directly	Customers Purchasing the Service Through an Authorized Reseller
United States	Dell.com/CTS	Dell.com/CTS
Canada	Dell.ca/terms (English) Dell.ca/conditions (French-Canadian)	Dell.ca/terms (English) Dell.ca/conditions (French-Canadian)
Latin America & Caribbean Countries	Local Dell.com country-specific website or Dell.com/servicedescriptions .*	Service Descriptions and/or other Dell service documents which you may receive from your seller are not an agreement between you and Dell and are solely intended to describe the Service you ordered from your seller, your obligations as a recipient of the Service, and the exclusions and limitations applicable to the Service. You will not have a direct contractual relationship with Dell with respect to the Service. In this context, references in this Service Description and/or other Dell service document (i) to "Customer" will be construed as a reference to you; and (ii) to Dell will solely mean Dell acting as your seller's service provider. For the avoidance of doubt any payment terms or other contractual terms which are by their nature solely applicable directly between a buyer and a seller do not apply and are separately agreed between you and your seller.
Asia-Pacific-Japan, China	Local Dell.com country-specific website or Dell.com/servicedescriptions .*	
Europe, Middle East, & Africa	Local Dell.com country-specific website or Dell.com/servicedescriptions .* In addition, customers located in France, Germany and the UK can select the applicable URL below: France: Dell.fr/ConditionsGeneralesdeVente Germany: Dell.de/Geschaeftsbedingungen UK: Dell.co.uk/terms	

* Customers may access their local dell.com website automatically by using a device within their locality or by choosing their country from the dell.com country selection tool.

Additional Terms & Conditions

Changes to Service Description. Customer agrees that by renewing, modifying, extending or continuing to receive the Service beyond the initial term, the Service will be subject to the then-current Service Description available for review at Dell.com/servicedescriptions.

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

Order of Precedence. Unless otherwise provided in a separate written agreement that governs the Service, if there is a conflict between the terms of any of the documents that comprise the Agreement, the documents will prevail in the following order: (i) this Service Description; (ii) the Agreement; (iii) the Order Form.

Binding Order. By placing your order for the Service, receiving delivery of the Service, using the Service 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 online ordering process, you agree to be bound by this Service Description and the Agreement. 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" will refer to such entity. In addition to receiving this Service Description, Customers in certain countries may also be required to sign an Order Form.

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

Rescheduling. Once the Service has been scheduled, any changes to the schedule must occur at least 8 calendar days prior to the scheduled date. If Customer reschedules the Service within 7 days or less prior to the scheduled date, there will be a rescheduling fee not to exceed 25% of the price of the Service. Any rescheduling of the Service will be confirmed by Customer at least 8 days prior to commencement of the Service.

Payment for Offerings Purchased with the Service. Payment for Offerings will in no case be contingent upon performance or delivery of the Service, even if purchased together with such Offerings.

Commercially Reasonable Limits to Scope of Service. Dell may refuse to provide the Service if, in its reasonable opinion, providing the Service creates an unreasonable risk to Dell, including its service providers, and/or their respective personnel, or if any requested service is beyond the scope of the Service. Dell is not liable for any failure or delay in performance due to any cause beyond its control, including Customer's failure to comply with its obligations under this Service Description. Dell reserves the right to refuse a Customer's requests for replacement of defective components if such requests materially exceed the standard failure rates for the component and corresponding Equipment (which failure rates are constantly monitored by Dell). If Dell has a right to refuse to provide the Service, including providing replacement components, as provided in this section, then Dell may also cancel the Order Form for the Service in compliance with the "Cancellation" section below.

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 may vary by Customer location. Optional services may require a separate order and/or agreement with Dell. In the absence of such agreement, optional services identified in the Order Form are provided pursuant to this Service Description.

Use of Third Party Service Providers. Dell may subcontract the Service and/or assign this Service Description to qualified third party service providers who will perform the Service on Dell's behalf.

Cancellation. Dell may cancel the Order Form and the Service at any time during the Term for any of the following reasons: (i) Customer fails to pay the total price for the Service in accordance with the Agreement; (ii) Customer is abusive, threatening, or refuses to cooperate with Dell's Service analyst or on-site technician; (iii) Customer fails to comply with the terms and conditions of this Service Description and the Agreement; or (iv) as permitted in the "Commercially Reasonable Limits to Scope of Service" section above. If Dell cancels the Service, Dell will send Customer written notice of cancellation to the Customer address

on Dell's invoice. The notice will include the reason for cancellation and the effective date of cancellation, which will be not less than ten working (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 the Service pursuant to this paragraph, Customer will not be entitled to any refund of fees paid or due to Dell.

Geographic Limitations and Relocation. Dell will have no obligation to provide the Service with respect to Supported Product that is outside the Dell service area, which consists of a location that is within: (i) one hundred (100) drivable miles or one hundred sixty (160) drivable kilometers of a Dell service location; and (ii) the same country as the Dell service location. For EMEA Customers, unless stated otherwise in this Service Description or the Agreement, on-site service is available within a distance up to one hundred (100) drivable miles or one hundred sixty (160) drivable kilometers from nearest Dell logistics location (PUDO or Pick-Up/Drop-Off location). Please contact your Dell representative for more information about availability of on-site service in EMEA prior to purchase. The Service is not available at all locations. If your Supported Product is not located in the geographic location that matches the location reflected in Dell's service records for your Supported Product, or if configuration details have been changed and not reported back to Dell, then Dell must first re-qualify your Supported Product for the Service entitlement you purchased before applicable response times for the Supported Product can be reinstated. Service options, including service levels, technical support hours, and on-site response times will vary by geography and configuration, and certain options may not be available for purchase in Customer's location. Please contact your Dell representative for these details. Dell's obligation to supply the Service 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 then-current time and materials rate. Unless otherwise mutually agreed, in the event service parts are shipped directly to Customer, Customer must be able to accept shipment at the location of the applicable Supported Products. Dell will not be liable for any delays due to Customer's failure or refusal to accept delivery of shipped parts.

Transfer of Service – Equipment Only. For the purpose of this section, Equipment includes Software that pre-installed and licensed for use only on the Equipment on which it is originally shipped. Subject to the limitations set forth in this Service Description and the Agreement, and to the extent the Service is specific to identified unit(s) of Dell Equipment, then Customer may transfer the Service to a third party who purchases Customer's entire unit(s) of Equipment before the expiration of the then-current Service term, provided Customer is the original purchaser of such Equipment and the Service or Customer purchased such Equipment and the Service from its original owner (or a previous transferee) and complied with all the transfer procedures available at <https://www.support.dell.com> and the requirements of the Agreement, including Dell's EULA. A transfer fee may apply. Please note that if Customer or Customer's transferee moves such Equipment to a geographic location in which the Service is not available (or is not available at the same price), Customer or Customer's transferee may not have coverage or may incur an additional fee(s) to maintain the same category of support coverage at the new location. If Customer or Customer's transferee chooses not to pay additional fee(s), Dell may, in its sole discretion, change the Service to a different category of Dell Service that is available in the new location. Customer will not be entitled to any refund in the event where the Service in the new location is priced lower than the initially ordered Service.

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