



Service Description

Asset Recovery Services

Introduction

Dell Technologies Services (“Dell”) is pleased to provide Asset Recovery Services (the “Service(s)”) in accordance with this Service Description (“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), contact technical support or your sales representative.

The Scope of This Service

This service provides an environmentally appropriate and convenient way to dispose of unwanted or out of lease equipment including APEX PCaaS subscriptions. All equipment is managed in accordance with the [Dell Electronic Disposition Policy](#) and the [Dell Media Sanitization of Data Storage Devices statement](#).

This Service Description applies to the following Asset Recovery Services options for both Dell and non-Dell branded client and server equipment:

Options for Customer’s owned, leased, or subscribed equipment:

- **IT Asset Resale and Recycling Service with Offsite Data Sanitization (Expires 4 years from date of purchase) – no unit minimum required:** Recommended for customers who own their equipment and would like to responsibly dispose through resale or recycling. Customer must remove sensitive and personal data prior to shipping. Service includes shipping, processing, detailed disposal reporting, confirmation of disposal, and payment if there is residual value recovered on the equipment returned.
- **IT Asset Lease Return Transportation Only Service– no unit minimum required (Expires 4 years from date of purchase if purchased prior to October 15th, 2024; Expires 5 years from date of purchase if purchased after October 15th, 2024):** Recommended for customers who lease their equipment or subscribe to APEX PCaaS and would need to return equipment to a leasing agency. Customer must remove sensitive and personal data and confirm equipment is in good working condition prior to shipping. Service includes tracking and shipping to the leasing agency.
- **IT Asset Onsite Data Sanitization Service (Expires 4 years from date of purchase if purchased prior to October 15th, 2024; Expires 5 years from date of purchase if purchased after October 15th, 2024): – requires unit minimum of 20:** Recommended for customers who prefer not to remove sensitive and personal data on their own before commencement of IT Asset Resale and Recycling Service or Lease Return Transportation only service, inclusive of APEX

PCaaS. Service includes onsite data sanitization, detailed disposal reporting, and confirmation of disposal.

- **IT Asset Onsite HardDrive Shred (Expires 6 months from date of purchase) – requires unit minimum of 200:** Recommended for customers who want to dispose of loose data bearing devices through physical destruction in an environmentally appropriate way. Service includes onsite hard-drive shredding, detailed disposal reporting and confirmation of disposal.
- **All the Services:** also include a single point of contact for easy customer management (“Recovery Manager”) and access to the Customer Self-Service Portal.

Except to the extent applicable law requires otherwise, you may only use this Service during the 4-year, 5-year or 6 month (as indicated above) period following the date of your 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.

Customer Self-Service Portal Access

Customers purchasing Asset Recovery Services gain access to the Customer Self-Service Portal.

Through the portal, Customers can view and perform tasks associated with their purchased Service, which include but are not limited to:

- Receive appraised values
- View service credits
- Schedule & track services
- View and download reports
- View and download environmental impacts
- Request payment for recovered residual value on equipment resold under the Asset Resale and Recycling Service

All Customer Asset Recovery Service details corresponding to the Service(s) purchased and used by Customer will be accessible through the Dell Self-Service Portal.

A Customer’s use of the Customer Self-Service Portal is subject to the Self-Service Portal Terms of Use (“Terms of Use”) that correspond to the Asset Recovery Services option purchased by the Customer. The Terms of Use agreed to by Customer include, but are not limited to: (1) the Customer’s obligation to review, acknowledge and approve specifications for the supported Service; and (2) the disclaimers of liability by Dell and/or assumption of liability by Customer for any aspects of use of the Customer Self-Service Portal that Customer accepts pursuant to the Terms of Use presented to Customer via the Customer Self-Service Portal.

Deliverables

The following is provided as part of the Service:

- **Access to the Customer Self-Service Portal**, granting the Customer the ability to:
 - **Obtain Value Appraisals:** customer can see an estimated value of retiring equipment
 - **View Dashboard:** complete view of all available service credits, recent activities, and pending actions

- **Schedule Service:** customer can schedule services for their location, desired date, and time within business hours.
 - **Track Service:** Customer can see status of each service including scheduled, pending, in progress, and completed services.
- **Logistics and packaging:**
 - More than 20 pieces of equipment: Dell provides logistics and packaging through freight providers
 - Less than 20 pieces of equipment: Dell provides logistics through parcel service providers
- **Processing:** For Resale/Recycle Service processing includes auditing full chain of custody from shipping to delivery at processing facility, functional testing, cosmetic grading, data sanitization aligning to the NIST SP 800-88r1 standard, and resale value evaluation.
- **Reporting:** Customer can view and download reports on orders, service credit availability, schedules, and value recovery appraisals. Additional reporting for the following Services will also be available, within the online portal:
 - Resale and Recycling will include equipment disposition reports, confirmation of disposals, and environmental impact reports
 - Lease Return Transportation Only will include a lease return report which will list all assets picked up and returned to the leasing agency
 - Onsite Data Sanitization will include onsite data sanitization reports and confirmation of disposals
 - Onsite Hard-Drive Shred will include onsite data sanitization reports and confirmation of disposals
- **Environmental Impacts:** For Asset Resale and Recycling Service, the environmental impact report feature provides Customer with data on their emissions, energy and landfill avoidances as a result of retiring equipment through Asset Recovery Services. The report is limited to the four major product types: desktops, laptops, monitors and servers. The environmental impact report details the methodologies used to calculate the values provided in the report, and each report is complies with ISO 14040 and 14044 guidelines. Details can be viewed in the [Dell Asset Recovery Services Life Cycle Assessment](#).
- **Payment:** When Customer is eligible to receive value for resold equipment, Customers will have the ability to request payment for electronic fund transfers through the Self-Service Portal. Customers who have purchased the Services in the United States have the option of applying the value for resold equipment directly to an existing Dell invoice. Value recovery funds are net of applicable taxes, and each party shall pay all sales and goods and services taxes owing in respect of the amounts payable by it hereunder.

If Customer has designated a third party to administer the Self-Service Portal on its behalf, Dell will pay any recovered residual value on resold Customer equipment to such third-party administrator. Payment of recovered residual value to Customer will be determined solely between Customer and the third-party administrator. Should a dispute arise between Customer and its designated third-party administrator regarding such payments, both parties agree do indemnify Dell against any claims that arise from such dispute.

Exclusions

For the avoidance of doubt, the following activities are not included in the scope of this Service Description:

- Any services, tasks or activities other than those specifically noted in this Service Description.
- The Service does not include the development of any intellectual property created solely and specifically for the Customer, as defined below.

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 defined below, as applicable.

Offer-Specific Customer Responsibilities

Customer agrees to meet the following specific responsibilities and acknowledges that failure to meet these responsibilities may negatively affect Dell Technologies Services' ability to perform the Service:

1. **Onsite Data Sanitization.** The Customer shall:
 - a. Have an equipment unit minimum of 20 for onsite services
 - b. Remove/disable all passwords and other access security features and terminate any theft deterrent or laptop tracking software contained within such equipment designated for data sanitization services prior to Dell's arrival;
 - c. Provide a data sanitization workspace which includes at a minimum:
 - i. Table/desk space, chairs, electrical outlets with adequate lighting;
 - ii. Space adequate to stack at least 20 desktops to perform concurrent data sanitizations;
 - iii. Enough access to electrical power at voltage as applicable for the service and country in scope, and as advised by Dell upon scheduling
 - iv. workspace and equipment free of contamination from chemical or other biological agents.
 - d. Consolidate and locate all equipment designated for Data Sanitization Services in the same immediate area as the data sanitization workspace;
 - e. Provide a site representative each day Data Sanitization Service is scheduled to be performed to direct Dell to the data sanitization workspace and designate the equipment on which Dell should perform the data sanitization;
 - f. Provide monitors and external power supplies for use with equipment during the data sanitization (monitors not required for portable computers);
 - g. Provide secure storage location in the same immediate area as the data sanitization workspace for storage of equipment that was successfully sanitized when additional services are purchased until service occurs;
 - h. Review the Data Sanitization Acknowledgement form and sign such form to certify the Customer's agreement that the data sanitization summary provided in PDF/CSV accurately reflects: (i) the System hard drives that were successfully sanitized ("PASS") and subsequently moved by Dell to the secured storage location designated by the Customer for future service and (ii) the System hard drives that were not successfully sanitized ("FAILED") and were subsequently returned to the Customer's site representative for disposition by the Customer; and
 - i. Provide a blank USB flash drive to Dell for the PDF/CSV version of the data sanitization summary to be provided by Dell prior to leaving the site.
2. **Lease Return or Resale and Recycling Service.** Prior to service, the Customer shall:
 - a. For Freight Service (for 20+ units per site): Declare, at time of scheduling, any Site access issues, security restrictions, union labor requests, certificate of insurance requirements, dock restrictions or time restrictions;
 - b. For Parcel Service (for 1-19 units per site): Pack and seal each piece of equipment in a separate box using appropriate packing materials to ensure equipment is protected against damage during shipment to Dell, and use a printed label provided through the customer portal;

- c. Complete a commercial invoice for any country as required by Dell;
- d. Remove all confidential, proprietary, sensitive or other non-public data and any third party software from any and all equipment;
- e. Remove/disable all passwords and other access security features and terminate any theft deterrent or laptop tracking software contained within such equipment;
- f. Terminate or transfer all licenses associated with third party software contained on equipment;
- g. Remove from equipment and retain all loose data storage media (e.g. USB key, SD card, etc.);
- h. Remove from all printers any ink and toner cartridges;
- i. Verify the consolidated equipment contains only computer hardware and no other content such as appliances, office equipment, biohazard waste, biohazard equipment, materials, packaging or boxes;
- j. Verify equipment is complete and properly assembled and includes all associated accessories or peripherals that are being returned to the leasing agency and to maximize your value return for products being resold.
- k. Unplug/un-rack/unpack/unbox all equipment and clearly segregate such equipment from equipment not for shipping (please note: if equipment is packed or boxed by the Customer prior to shipping, Dell may require the shipping to be rescheduled at the Customer's expense, or Customer can sign a Customer Pack Waiver to allow shipping of equipment packed or shrink wrapped by Customer);
- l. Consolidate the equipment at each site (including the equipment that have been successfully data sanitized) in a central location which is reasonably accessible by Dell's logistics provider; and
- m. Provide a site representative to direct Dell's logistics provider to the equipment to ensure correct equipment is removed.
- n. De-register equipment and other associated systems from Windows Autopilot, where applicable.
- o. Results shared in the environmental impact report are discreet to Dell's approach and assumptions outlined in our [Dell Asset Recovery Services Life Cycle Assessment](#) and can be used to measure the effectiveness of retiring legacy IT equipment using Dell's Asset Recovery Services. Deep understanding of the assumptions and limitations that go into the calculations of this report should be thoroughly evaluated prior to integrating into any corporate accounting.

3. **Onsite Hard-Drive Shred.** The Customer shall:

- a. **General.** Backup any data or software they desire to retire prior to the equipment being made available to Dell's provider.
- b. **Data Shred.** As a condition of the provision of the Service, the Customer shall:
 - i. At time of scheduling the Service, advise of any site access issues or time restrictions, and provide adequate parking;
 - ii. Ensure there are no parking or height restrictions applicable to the data shred workspace and/or the relevant paths for accessing it;
 - iii. Provide a data shred workspace at each site that is safe and provides ample space for the performance of the shredding, including as a minimum:
 - a. Table/desk space, chairs, general electrical outlets and adequate lighting;
 - b. Sufficient access to electrical power at voltage as applicable for the service & country in scope, and as advised by Dell at time of scheduling;
 - c. Workspace is sufficiently isolated, insulated or is otherwise non-office space appropriate for the performance of the Service;

- d. workspace and equipment is free of contamination from chemical or other biological agents.
- iv. Consolidate and locate all data bearing devices in a clearly designated area, in the same immediate area as the data shred work space; and
- v. Ensure the Customer site representative is present on site each day shredding is scheduled to be performed, and that the Customer site representative is authorized and able to direct Dell's provider to the data shred work space and identify for Dell's provider the data bearing devices which Dell's provider should shred.

4. **Customer Warranty.** The Customer represents and warrants as follows:

- a. The Customer has good and marketable title to the equipment free and clear of all liens, claims and encumbrances of any kind for owned assets;
- b. The Customer is responsible for ensuring equipment returning to lease or part of their APEX PCaaS subscription is correct, and in good working condition.
- c. The Customer has removed all confidential, proprietary, personal, sensitive and other non-public data and any third-party software from all equipment;
- d. The Customer is duly authorized to sell such equipment and that such sale shall not result in a breach by the Customer of any agreement or judgment binding upon the Customer;
- e. Unless otherwise disclosed by Customer and acknowledged by Dell in writing prior to shipping, the equipment will be operating to the manufacturer's published specifications upon delivery to Dell, Dell's subcontractor(s), Dell Financial Services or other relevant leasing agency; and
- f. The Customer is responsible for and has complied with the health and safety requirements and obligations applicable to it in relation to the Site(s) to which Dell or its providers are given access by the Customer, including the Data Sanitization Workspace.

If the Customer breaches any of its obligations or warranties outlined in this Service Description, Dell shall not be obligated to provide the Services or be liable for any damages resulting from the Customer's breach. Alternatively, the Customer may incur additional fees and expenses for any resulting additional time or materials, loss or damage incurred by Dell or its providers.

Additionally, for Service options that do not include IT Asset Onsite Data Sanitization Services, Customer agrees to fully indemnify, defend and hold Dell harmless and pay for all costs and fees arising from any claim or liability or legal obligation in connection with any data that is contained or may possibly be accessed on the equipment ("Data") including without limitation (i) any claim that Data was accessed improperly or not maintained in a secure manner or (ii) any obligation or liability arising from any law or regulation concerning the security or protection of stored or transmitted data or personal information

Pricing and Payment Terms

The Customer will be charged on a per piece of equipment basis.

Miscellaneous items will be aggregated, weighed and billed at the rate of one piece of equipment for every 40 lbs. or 18 kg of weight. Miscellaneous items include:

- External computer components (e.g. cables, peripherals, external drives, keyboards, mice, docking stations)
- Loose internal computer components
- Non-computer related parts (e.g. telecom, DVD/DVR)

The Customer hereby agrees to pay the price for each piece of equipment per the applicable Dell order confirmation, as well as any additional fees and costs set forth in this Service Description. The Customer

acknowledges and agrees that Dell shall be entitled to offset amounts due to Dell from Customer under this Service Description against the amounts otherwise payable by Dell to the Customer hereunder.

Additional Fees

Customer will be charged additional fees based on the following, the amount for which will be provided in a separate quote generated by Dell:

- Services rendered by Dell for equipment in excess of the amount ordered will be billed at the per piece price for the associated Service.
- Hard drive greater than 500 GB will be assessed an additional fee for Onsite Data Sanitization Services-
- Piece(s) of equipment weighing more than 40 lbs. or 18 kg may incur additional transportation fees.
- For freight service or any onsite services where the unit minimum requirement is not met, additional fees will be incurred. Service in offshore territories, islands and other remote or indirect locations will incur additional fees.
- Service at sites that:
 - Are access or vehicle restricted
 - Require union labor
 - Have restricted appointment availability or,
 - Require appointment outside of normal Business Hours
- If the Customer, the site and/or the equipment, does not conform to the requirements set forth in this Service Description, the applicable Services may need to be rescheduled and/or additional fees will apply.
- Failed service appointment attempts by Dell's logistics provider where the Customer or equipment is not ready at the agreed upon date of the appointment may result in additional fees.
- Costs incurred if incorrect equipment is identified for shipping.
- Cost incurred if delivery address provided for return to lease is incorrect.
- HardDrive removal or equipment dismantle requests during the Onsite Hard-Drive Shred Service.

Important Additional Terms

Title and Risk of Loss

Dell or Dell's logistics provider will bear the risk of loss or damage to the equipment after departure from the appointment location. Title will be deemed to pass to Dell or Dell's logistics provider upon receipt and possession of the equipment by Dell or Dell's logistics provider.

Liability

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

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

1. DELL SHALL HAVE NO LIABILITY (WHETHER IN CONTRACT, TORT OR OTHERWISE) FOR THE SECURITY OR CONFIDENTIALITY OF DATA RESIDING ON EQUIPMENT EXCEPT FOR THE UNAUTHORIZED DISCLOSURE OF DATA FROM A SYSTEM HARD DRIVE WHICH DELL

AND/OR ITS SERVICE PROVIDERS FAILED TO PROPERLY PERFORM THE DATA SANITIZATION AT CUSTOMER'S SITE IN ACCORDANCE WITH THE PROCESSES SET FORTH HEREIN AND SUBSEQUENTLY CERTIFIED SUCH HARD DRIVE AS BEING SUCCESSFULLY SANITIZED ON THE DATA SANITIZATION SUMMARY. IN SUCH CASE DELL SHALL BE LIABLE TO CUSTOMER FOR DIRECT DAMAGES RESULTING FROM SUCH DISCLOSURE UP TO AN AMOUNT NOT EXCEED, IN THE AGGREGATE, THE TOTAL AMOUNT OF FEES PAID OR PAYABLE BY CUSTOMER UNDER THIS SERVICE DESCRIPTION WITHIN A CALENDAR YEAR.

DELL'S MAXIMUM AND SOLE LIABILITY (WHETHER IN CONTRACT, TORT OR OTHERWISE) ARISING OUT OF OR IN CONNECTION WITH ANY CLAIM FOR LOSS OF ANY PHYSICAL ITEM OF EQUIPMENT SHALL IN NO EVENT EXCEED THE VALUATION THEREOF SET OUT IN THE CUSTOMER'S VALUE APPRAISAL, OR A VALUE OTHERWISE REASONABLY DETERMINED BY DELL USING INDUSTRY STANDARD EVALUATION METHODS.

General Customer Responsibilities

Authority to Grant Access. Customer represents and warrants that it has obtained permission for both Customer and Dell Technologies Services to access and use, whether remotely or in-person, Customer-owned or licensed software, hardware, systems, the data located thereon and all hardware and software components included therein, for the purpose of providing these Services. If Customer does not already have that permission, it is Customer's responsibility to obtain it, at Customer's expense, before Customer asks Dell Technologies Services to perform these Services.

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

Customer Cooperation. Customer understands that without prompt and adequate cooperation, Dell Technologies Services will not be able to perform the Service or, if performed, the Service may be materially altered or delayed. Accordingly, Customer will promptly, and reasonably provide Dell Technologies Services with all cooperation necessary for Dell Technologies Services to perform the Service. If Customer does not provide reasonably adequate cooperation in accordance with the foregoing, Dell Technologies Services will not be responsible for any failure to perform the Service and Customer will not be entitled to a refund.

On-site Obligations. Where Services require on-site performance, Customer will provide (at no cost to Dell Technologies Services) free, safe and sufficient access to Customer's facilities and environment, including ample working space, electricity, safety equipment (if applicable) and a local telephone line. A monitor or display, a mouse (or pointing device), and a keyboard in good working condition must also be provided (at no cost to Dell Technologies Services), if the system does not already include these items.

Data Backup. 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 regular backup copies of the data stored on all affected systems as a precaution against possible failures, alterations, or loss of data. Dell Technologies Services will not be responsible for the restoration or reinstallation of any programs or data.

Unless otherwise required by applicable local laws, DELL TECHNOLOGIES SERVICES 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;
- COMPLIANCE WITH THIRD PARTY REQUIREMENTS THAT MAY APPLY TO DATA ON EQUIPMENT;
- THE LOSS OF USE OF A SYSTEM OR NETWORK; AND/OR
- ANY ACTS OR OMISSIONS, INCLUDING NEGLIGENCE, BY DELL TECHNOLOGIES SERVICES OR A THIRD-PARTY SERVICE PROVIDER.

Third Party Warranties. These Services may require Dell Technologies Services to access hardware or software that is not manufactured or sold by Dell Technologies Services. Some manufacturers' warranties may become void if Dell Technologies Services or anyone else other than the manufacturer works on the hardware or software. Customer will ensure that Dell Technologies Services' performance of Services will not affect such warranties or, if it does, that the effect will be acceptable to Customer. Dell Technologies Services does not take responsibility for third party warranties or for any effect that the Services may have on those warranties.

Service Hours. Subject to local law relating to weekly work hours, unless otherwise listed below, this Service will be performed Monday through Friday during normal Dell Technologies Services business hours, which is from 8:00 AM to 6:00 PM Customer local time:

Country	Normal Dell Technologies Services 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
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 arrangements have been made in advance in writing.

Services Terms & Conditions

This Service Description is entered between you, the Customer (“you” or “Customer”), and the legal entity identified on your Order Form for the purchase of this Service (the “Dell Legal Entity”). This Service is provided subject to and governed by Customer’s separate signed master services agreement with the Dell Legal Entity 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 of the Services	
	Customers Purchasing Services Directly	Customers Purchasing Services 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 other Dell Legal Entity service documents which you may receive from your seller shall not constitute an agreement between you and Dell Legal Entity 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 Legal Entity service document shall in this context be understood as a reference to you whereas any reference to the Dell Legal Entity shall only be understood as a reference to a Dell Legal Entity as a service provider providing the Service on behalf of your seller. You will not have a direct contractual relationship with the Dell Legal Entity 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.
Asia-Pacific-Japan	Local Dell.com country-specific website or Dell.com/servicedescriptions .*	Service Descriptions and other Dell Legal Entity service documents which you may receive from your seller shall not constitute an agreement between you and the Dell Legal Entity 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

		<p>Service Description and in any other Dell Legal Entity service document shall in this context be understood as a reference to you whereas any reference to the Dell Legal Entity shall only be understood as a reference to a Dell Legal Entity as a service provider providing the Service on behalf of your seller. You will not have a direct contractual relationship with the Dell Legal Entity 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, & Africa</p>	<p>Local Dell.com country-specific website or Dell.com/servicesdescriptions.*</p> <p>In addition, Customers located in France, Germany and the UK can select the applicable URL below:</p> <p>France: Dell.fr/ConditionsGeneralesdeVente</p> <p>Germany: Dell.de/Geschaeftsbedingungen</p> <p>UK: Dell.co.uk/terms</p>	<p>Service Descriptions and other Dell Legal Entity service documents which you may receive from your seller shall not constitute an agreement between you and the Dell Legal Entity 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 Legal Entity service document shall in this context be understood as a reference to you whereas any reference to the Dell Legal Entity shall only be understood as a reference to a Dell Legal Entity as a service provider providing the Service on behalf of your seller. You will not have a direct contractual relationship with the Dell Legal Entity 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 [Dell.com](https://www.dell.com) website by simply accessing [Dell.com](https://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 [Dell.com/content/public/choosecountry.aspx?c=us&l=en&s=gen](https://www.dell.com/content/public/choosecountry.aspx?c=us&l=en&s=gen).

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

If there is a conflict between the terms of any of the documents that comprise this Agreement, the documents will prevail in the following order: (i) this Service Description; (ii) the Agreement; (iii) the Order Form. Prevailing terms will be construed as narrowly as possible to resolve the conflict while preserving as much of the non-conflicting terms as possible, including preserving non-conflicting provisions within the same paragraph, section or sub-section.

By placing your order for the Services, receiving delivery of the Services, utilizing the Services or associated software or by clicking/checking the “I Agree” button or box or similar on the Dell.com or DellEMC.com website in connection with your purchase or within a Dell Technologies 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.

Supplemental Terms & Conditions

1. 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 Services, the rate or price, and the applicable Term for each Service is indicated on Customer’s Order Form. Unless otherwise agreed in writing between Dell Technologies Services and Customer, purchases of Services under this Service Description must be solely for Customer’s own internal use and not for resale or service bureau purposes.

2. Important Additional Information

A. Rescheduling. Once this Service has been scheduled, any changes to the schedule must occur at least 2 business days prior to the scheduled date. If Customer reschedules this service within 2 business days or less prior to the scheduled date, there will be a rescheduling fee not to exceed 25% of the price for the Services. Any rescheduling of the Service will be confirmed by Customer at least 2 business days prior to commencement of the Service.

B. Payment for Hardware Purchased With Services. Unless otherwise agreed to in writing, payment for hardware shall in no case be contingent upon performance or delivery of services purchased with such hardware.

C. Commercially Reasonable Limits to Scope of Service. Dell Technologies Services may refuse to provide Service if, in its commercially reasonable opinion, providing the Service creates an unreasonable risk to Dell Technologies Services or Dell Technologies Services’ Service providers or if any requested service is beyond the scope of Service. Dell Technologies Services 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.

D. Optional Services. Optional services (including point-of–need support, installation, consulting, managed, professional, support or training services) may be available for purchase from Dell Technologies Services and will vary by Customer location. Optional services may require a separate agreement with Dell Technologies Services. In the absence of such agreement, optional services are provided pursuant to this Service Description.

E. Assignment and Subcontracting. Dell Technologies Services may subcontract this Service and/or assign this Service Description to qualified third party service providers who will perform the Service on Dell Technologies Services’ behalf.

F. Cancellation. Dell Technologies Services may cancel this Service at any time during the Term for any of the following reasons:

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

If Dell Technologies Services cancels this Service, Dell Technologies Services 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 Technologies Services sends notice of cancellation to Customer, unless local law requires other cancellation provisions that may not be varied by agreement. If Dell Technologies Services cancels this Service pursuant to this paragraph, Customer shall not be entitled to any refund of fees paid or due to Dell Technologies Services.

G. Geographic Limitations and Relocation. This Service is not available at all locations. Service options, including service levels, technical support hours, and on-site 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.

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