

# Service Description

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## Asset Resale & Recycling Services (Expires 4 years from purchase)

### Introduction

This document and its attachments (the “**Service Description**”) outline the service features for Asset Resale & Recycling Services, (the “**Service(s)**”).

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), contact Dell Technical Support or your sales representative.

### The Scope of This Service(s)

This Service Description applies to the following Asset Resale & Recycling services options for both Dell and non-Dell branded equipment<sup>1</sup>:

#### OPTIONS FOR CUSTOMER-OWNER EQUIPMENT:

- **IT Asset Resale with Onsite Data Sanitization Option:** recommended for Customers who prefer not to remove sensitive data before commencement of Services by Dell (further detailed in Service Attachment 1)
- **IT Asset Resale with Offsite Data Sanitization Option:** Customer must remove sensitive data before Pick Up as defined below (further detailed in Service Attachment 2)
- **IT Resale with Offsite Data Sanitization – Less than Minimum Option:** Customer must remove sensitive data before Pick Up (further detailed in Service Attachment 3)
- **IT Asset Recycling:** Customer must remove sensitive data before Pick Up (further detailed in Service Attachment 4)

#### OPTIONS FOR LEASED EQUIPMENT:

- **IT Asset Lease Return with Onsite Data Sanitization Option:** recommended for Customers who are not able to remove sensitive data before commencement of Services by Dell (further detailed in Service Attachment 5)
- **IT Asset Lease Return with Offsite Data Sanitization Option:** Customer must remove sensitive data before Pick Up (further detailed in Service Attachment 6)
- **IT Asset Lease Return Transportation Only:** Customer must remove sensitive data before Pick Up (further detailed in Service Attachment 7)

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<sup>1</sup> Some restrictions may apply based on local statutory and regulatory requirements.



Please consult your Order Form to confirm which of these Asset Resale & Recycling services you have purchased. Depending on which of the options you have purchased, certain terms that correspond to specific services will apply as described below.

## Summary of Asset Resale & Recycling Services

	Detailed Description of Service	Included Services		
		Customer Removes Sensitive Data	Asset Recycling by Dell	Value Recovery by Dell
<a href="#">Attachment 1</a>	IT Asset Resale with Onsite Data Sanitization Option	No	Yes	Yes
<a href="#">Attachment 2</a>	IT Asset Resale with Offsite Data Sanitization Option	Yes	Yes	Yes
<a href="#">Attachment 3</a>	IT Resale with Offsite Data Sanitization – Less than Minimum Option	Yes	Yes	Yes
<a href="#">Attachment 4</a>	IT Asset Recycling	Yes	Yes	No
<a href="#">Attachment 5</a>	IT Asset Lease Return with Onsite Data Sanitization Option	No	Yes	No
<a href="#">Attachment 6</a>	IT Asset Lease Return with Offsite Data Sanitization Option	Yes	Yes	No
<a href="#">Attachment 7</a>	IT Asset Lease Return Transportation Only	Yes	Yes	No
<a href="#">Attachment 8</a>	Onsite Data Sanitization	No	No	No



This service offers an environmentally appropriate and convenient way to dispose of Equipment as defined below. Depending on which version(s) of the Service you purchase, there are generally up to five key features to the Service:

1. Scheduling,
2. Pick up,
3. Processing,
4. Reporting, and
5. Return to the Leasing Agency.

Not all of the key features above apply to all services, as described below in the applicable Service Attachment.

## Dell Services Terms & Conditions

### A. Your Agreement(s) with Dell.

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 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://Dell.com/CTS">Dell.com/CTS</a>	<a href="http://Dell.com/CTS">Dell.com/CTS</a>
Canada	<a href="http://Dell.ca/terms">Dell.ca/terms</a> (English) <a href="http://Dell.ca/conditions">Dell.ca/conditions</a> (French-Canadian)	<a href="http://Dell.ca/terms">Dell.ca/terms</a> (English) <a href="http://Dell.ca/conditions">Dell.ca/conditions</a> (French-Canadian)
Latin America & Caribbean Countries	Local <a href="http://Dell.com">Dell.com</a> country-specific website or <a href="http://Dell.com/serviceDescriptions/global">Dell.com/serviceDescriptions/global</a> .*	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 <a href="http://Dell.com">Dell.com</a> country-specific website or <a href="http://Dell.com/service-descriptions/global">Dell.com/service-descriptions/global</a> .*	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.
Europe, Middle East, & Africa	Local <a href="http://Dell.com">Dell.com</a> country-specific website or <a href="http://Dell.com/service-descriptions/global">Dell.com/service-descriptions/global</a> .*  In addition, customers located in France, Germany and the UK can select the applicable URL below: France: <a href="http://Dell.fr/ConditionsGeneralesdeVente">Dell.fr/ConditionsGeneralesdeVente</a> Germany: <a href="http://Dell.de/Geschaeftsbedingungen">Dell.de/Geschaeftsbedingungen</a>  UK: <a href="http://Dell.co.uk/terms">Dell.co.uk/terms</a>	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.

\* Customers may access their local [Dell.com](http://Dell.com) website by simply accessing [Dell.com](http://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](http://Dell.com/content/public/choosecountry.aspx?c=us&l=en&s=gen).

To the extent permissible by local law, Dell may change the terms of this Service Description at any time by posting an update on [Dell.com/service-descriptions/global](http://Dell.com/service-descriptions/global). 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 at the same site.

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 EMC 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.

## B. Definitions.

1. "Asset Tag" will mean an external inventory label affixed to a Piece by Customer.
2. "Confirmation of Disposal" will mean the document provided by Dell to the Customer which documents that all hard drives were sanitized or destroyed in accordance with



Section 4.f below and the disposal/recycling of all other Equipment performed in accordance with applicable local country and state laws and requirements.

3. **“Customer Packed Waiver”** will mean that the customer will waive Dell’s obligation to pack, palletize and shrink wrap their assets. This document also waives the right for the customer to dispute the inventory report generated by Dell.
  4. **“Data Sanitization”** will mean the certified data sanitization process for data bearing devices using methods aligned to the National Institute of Standards and Technology Special Publication 800-88 Revision 1 “Guidelines for Media Sanitization” (**“NIST 800-88 r1”**).
  5. **“Data Sanitization Summary”** will mean the serialized inventory list of the System and System hard drives attempted to be sanitized by Dell during each Site visit.
  6. **“Data Sanitization Work Space”** will mean a safe and sufficient work space at the Site where the Data Sanitization Services will be performed.
  7. **“Dell’s Logistics Provider”** will mean logistics provider acting on instructions from Dell.
  8. **“Equipment”** will mean all of the Pieces that the Customer has for disposal.
  9. **“Equipment Settlement Report”** will mean the document provided by Dell to the Customer on completion of the Services. The Equipment Settlement Report will contain information on each of the Pieces for which the Service was provided.
  10. **“Leasing Agency”** will mean a third party entity that has been designated by Customer to receive Customer’s lease return Equipment.
  11. **“Logistics ID”** will mean the unique identifier captured by Dell for each Piece being picked up hereunder.
  12. **“Pick Up”** will mean the collection process for Equipment from the Site.
  13. **“Piece”** will mean each desktop or portable computer (e.g. laptop, notebook, tablet, etc.), monitor, printer, server or other IT hardware & components (collectively referred to herein as **“Equipment”**).
  14. **“Serial Number”** will mean the unique identifier assigned to a Piece by the manufacturer.
  15. **“Shipping Document”** will mean Dell’s Logistics Provider waybill, bill of lading or piece count documentation.
  16. **“Shipping Provider”** will mean the logistics provider responsible for transporting Equipment to Dell’s Equipment processing site.
  17. **“Site”** will mean the Customer designated location at which the Pick Up or onsite Data Sanitization is to be performed.
  18. **“System”** will mean a desktop or portable computer (e.g. laptop, notebook, tablet, netbook, thin client, etc.)
  19. **“UEPP”** will mean Dell’s monthly Used Equipment Purchase Pricelist. The UEPP is time bound, and values fluctuate monthly. Contact the Dell Account team for the most current UEPP.
  20. **“Value Recovery”** will mean compensation paid to Customer for each Piece of Equipment which is processed hereunder and is determined by Dell to be eligible for resale.
- C. **Services Expiration (4 Years After Purchase).** EXCEPT TO THE EXTENT APPLICABLE LAW REQUIRES OTHERWISE, YOU MAY USE THIS SERVICE DURING THE 4 YEAR PERIOD FOLLOWING THE DATE OF ORIGINAL PURCHASE (“EXPIRATION DATE”). THE ORIGINAL PURCHASE DATE IS DEFINED AS THE EARLIER OF THE DATE OF THE INVOICE FOR THE SERVICE OR ORDER CONFIRMATION FROM DELL. DELL’S DELIVERY OF THE SERVICE WILL BE DEEMED SATISFIED AFTER THE EXPIRATION DATE EVEN IF YOU DO NOT USE THE SERVICE.
- D. **Not Transferable.** The Service is not transferable by Customer.
- E. **Service Change or Cancellation.** Two (2) business days of notice by the Customer prior to the scheduled date for Services is required for changes or cancellations to avoid additional fees. To cancel the Service, send the request to the Dell account team. If a Pick Up has been scheduled by the



Customer directly with Dell's Logistics Provider, the Customer must also cancel the Pick Up directly with such Dell Logistics Provider.

- F. No Returns.** Equipment cannot be returned once Pick Up occurs.
- G. Dell Providers.** Customer hereby acknowledges and agrees that Dell may utilize affiliates and providers to perform these Services, in whole or in part. From time to time, Dell may change the location where Services are performed and/or the party performing the Services; provided however, Dell shall remain responsible to Customer for the delivery of Services.
- H. No Contaminated Products.** The Service will not be provided for Equipment that is or has become contaminated or suspected of being contaminated with chemicals, biological agents or other substances that are not integral to the original new Equipment or otherwise associated with normal office environments. Customer is liable for all costs and expenses associated with not informing Dell of any such contamination.
- I. Software/Data Backup.** DELL HEREBY DISCLAIMS ANY AND ALL LIABILITY FOR ANY RESTORATION OF DATA OR SOFTWARE ON EQUIPMENT (INCLUDING ON ANY CUSTOMER PROVIDED USB FLASH DRIVE).
- J. United States' Regulation of PHI.** For Customers with operations in the United States or who are otherwise subject to the US Health Insurance Portability and Accountability Act ("HIPAA"), Customer warrants and represents that prior to providing Dell access to Equipment which has been used for processing and/or storage of Protected Health Information as defined in 45 C.F.R. Section 160.103 ("PHI"), all PHI on such Equipment has been rendered unusable, unreadable or indecipherable to unauthorized individuals through the use of a technology or methodology specified by the U.S. Secretary of Health ("Secretary") by either:
1. clearing, purging, or destroying PHI from any electronic media in a manner consistent with NIST Special Publication 800-88, Revision 1, Guidelines for Media Sanitization; or
  2. encrypting PHI as defined in 45 C.F.R. 164.304; or

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

- K. Commercially Reasonable Limits to Scope of Service.** Dell may refuse to provide Services if, in its opinion, the condition, size or location of the Equipment creates an unreasonable risk to Dell or Dell's Service providers or is beyond the scope of Services. Dell is not liable for any failure or delay in performance due to any cause beyond its control.
- L. 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 Service Description.
- M. Cancellation.** Dell may cancel this Service at any time prior to the Expiration Date 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 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.

- N. **Geographic Limitations and Relocation.** These Services are 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.
- O. **Limits of Data Sanitization.** Dell makes no recommendations regarding the Customer's security needs or representations regarding the effectiveness of one method of data removal over another. It is the Customer's responsibility to protect any confidential or sensitive information contained on its hard drives recovered by Dell. For more information, please see the [Dell Media Sanitization Statement](#).
- P. **Service Hours.** Subject to local law relating to weekly work hours, unless otherwise listed below, these Services will be performed Monday through Friday during normal Dell business hours, which is from 8:00 AM to 6:00 PM Customer local time ("**Business Hours**"):

Country	Normal 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, Hong Kong, 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

No Service activities will take place outside normal Business Hours or during local holidays unless other arrangements have been made in advance in writing.

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# Service Attachment 1

## IT Asset Resale with Onsite Data Sanitization Option – (Expires 4 years from purchase)

Onsite Data Sanitization is not available under this Service Description for server hard drives.

### A. Dell's Responsibilities

#### 1. Scheduling.

- a. Data Sanitization. Dell will contact the Customer to schedule the Data Sanitization at each Site for a mutually agreeable time during Business Hours. Data Sanitization will generally be scheduled no earlier than ten (10) business days after the date of contact.
- b. Pick Up. After completion of Data Sanitization services, Dell will assign Dell's Logistics Provider for Pick Up and shipping of Equipment. Dell's Logistics Provider will contact the Customer to confirm Piece count and schedule each Site for Pick Up at a mutually agreeable date during Business Hours. Pick Up will generally be scheduled no earlier than three (3) business days after the date of contact.

#### 2. Data Sanitization. Dell shall:

- a. Arrive at the Site, contact the Customer's Site representative and proceed to the Data Sanitization Work Space;
- b. Record the following information on the Data Sanitization Summary for each System: manufacturer, model number, properly seated and functional hard drive(s) serial number(s);
- c. Perform the Data Sanitization on each System;
- d. For each System hard drive on which Data Sanitization is attempted, designate on the Data Sanitization Summary whether the Data Sanitization was successful ("PASS") or unsuccessful ("FAILED");
- e. Remove any hard drive from a System for which the Data Sanitization was unsuccessful and return such hard drive to the Customer's representative; a tag will be attached to the hard drive indicating date/time and reason for the failure (if known);
- f. Return all Systems (excluding hard drives which were not successfully sanitized) to a secured storage location designated by the Customer for future Pick Up;
- g. Provide the Customer with a PDF/CSV version of the Data Sanitization Summary on a USB flash drive (to be provided by the Customer) prior to leaving the Site;
- h. Provide a Data Sanitization Summary to the Customer's Site representative for their review and signature to certify that the Data Sanitization Summary provided in PDF/CSV (in step 2.g above) accurately reflects:
  - i. The System hard drives that were successfully sanitized ("PASS") and subsequently moved by Dell to a secured storage location designated by the Customer for future Pick Up; and/or
  - 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.

#### 3. Pick Up. Dell's Logistics Provider shall:





- a. Arrive at the Site, contact the Customer's Site representative and proceed to the Pick Up Site;
  - b. Record a unique Logistics ID for each Piece and record the number of Pieces being removed from the Site;
  - c. Record the number of Pieces being removed from the Site on the Shipping Document;
  - d. Bulk package the Equipment using pallets, slip sheets and shrink wrap (Note: the Equipment will not be individually boxed – see Customer Responsibilities);
  - e. Items such as cables, peripherals, port replicators, external drives, keyboards, mice, docking stations will be accumulated, boxed and listed as miscellaneous;
  - f. Provide the Customer with a Shipping Document for signature before leaving the Site; and
  - g. Transport the Equipment to Dell's processing site.
4. **Processing.** Upon arrival at Dell's equipment processing site, Dell will:
- a. Audit:
    - i. Record the Logistics ID for each Piece into an inventory tracking system;
    - ii. Record the following information for each desktop or portable computer, monitor and printer in the Equipment Settlement Report:
      - make, model, manufacturer, Serial Number, Asset Tag (if any), and screen size (if applicable)
    - iii. Record the following for each loose hard drive in the Equipment Settlement Report:
      - make, model number, manufacturer, and Serial Number (if any);
    - iv. Record the following for all other Pieces:
      - a description sufficient to identify the Piece, condition of the Piece, manufacturer, Serial Number (if applicable), Asset Tag number (if applicable) and the weight of the Piece;
    - v. Remove any Asset Tags.
  - b. Functional Test: Test and record the results for the following Pieces in the Equipment Settlement Report:
    - i. Desktop, portable computer, server or enterprise unit:
      - a) Functionality
      - b) Amount of RAM
      - c) Number and size of hard drives
      - d) Processor Speed
      - e) CD Rom or DVD installed
      - f) Visual inspection of working LCD (portable computers)
        - Monitors: functionality
        - Printers: functionality
        - Other IT hardware: functionality
    - c. Cosmetic Grading: For all Equipment that is functionally tested, the cosmetic condition of each Piece will be recorded in the Equipment Settlement Report, for example as follows: (Note: Grading legends may vary by region)
      - i. Class "C": Used Equipment, complete and functional with normal wear and tear.



- ii. Class “D”: Used Equipment missing components or with cosmetic damage that is in excess of normal wear and tear.
  - iii. Class “S” or “Scrap”: Used Equipment (ineligible for resale) to be recycled or broken down for parts. Also includes Equipment that is no longer marketable, is missing major components or is cosmetically damaged so that it cannot be resold.
- d. Value Optimization: An attempt will be made to optimize the value of Equipment eligible for resale and to receive Value Recovery. The Customer acknowledges that in order to receive the maximum Value Recovery, Equipment must be (i) in working order and include power cords and other items required to make each Piece pass an original equipment manufacturer (“OEM”) operational test(s); and (ii) in reasonable cosmetic condition, requiring no more than a light cleaning and without cracked plastics, such that all Equipment can be resold as operational with normal wear and tear for like used Equipment.
- e. Resale and Value Recovery:
- i. The Value Recovery for any Piece which meets the UEPP pricing guidelines will be based on the value for such Piece as set out in the UEPP in effect for the month in which the Equipment was processed. The Value Recovery for any Piece which can be resold but which does not meet the UEPP pricing guidelines will be determined by taking the value for such Piece as set out in the UEPP in effect for the month in which the Piece was processed and then reducing it to account for the factors that caused the Piece to not conform with the UEPP pricing guidelines.
  - ii. For server, enterprise unit, storage or other equipment not referenced on the UEPP, contact your Dell recovery manager with the brand, configuration and number of devices for a custom quote.
  - iii. The Value Recovery for each Piece is subject to such adjustments as Dell, in its sole discretion, may consider reasonable.
  - iv. The Value Recovery for each Piece will be set forth in the Equipment Settlement Report and shall be binding on the Customer.
  - v. Any Piece which fails the functional test or is classified as Class “S” or “Scrap” during the cosmetic test will result in the Piece being recycled or disposed of by Dell in such a manner as to meet all applicable local country and state regulatory laws and requirements.
  - vi. Where Customer is eligible to receive Value Recovery:
    - a) Dell will provide detailed information with each Equipment Settlement Report to assist Customer in receiving payment.
    - b) To the extent permitted by local law, Value Recovery held for more than two years may, in Dell’s sole discretion, be remitted to a government agency or retained.
  - vii. Value Recovery is 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.
- f. Disposition of Hard Drives:
- i. Perform data sanitization with methods aligned to the NIST 800-88 r1 standard on functional and properly seated hard drives which was not processed by Dell during the Data Sanitization process at Customer’s Site.
  - ii. In the event that data sanitization is unsuccessful, Dell will destroy and dispose of all other hard drives in such a manner as to meet all applicable local country and state regulatory laws and requirements.
- g. Disposal of other Equipment: All other Equipment which is not eligible for resale above will be disassembled and either recycled, reused or disposed of by Dell in such a manner as to meet all applicable local country and state regulatory laws and requirements



5. **Reporting:** Dell shall deliver to the Customer within thirty five (35) business days<sup>2</sup> from the date of Pick Up the following reports via email:
  - a. Data Sanitization Summary;
  - b. Equipment Settlement Report; and
  - c. Confirmation of Disposal which shall include the following provisions:
    - i. Certificate of Data Sanitization identifying all System hard drive(s) successfully sanitized by Dell during the Data Sanitization process at Customer's Site;
    - ii. Verification that all other hard drives were sanitized or destroyed; and
    - iii. Verification that all other Equipment was disposed/recycled in accordance with applicable local country and state regulatory requirements and guidelines

## **B. Customer Responsibilities**

1. **General.** THE CUSTOMER SHALL BACKUP ANY DATA OR SOFTWARE THE CUSTOMER DESIRES TO RETAIN PRIOR TO EQUIPMENT BEING MADE AVAILABLE TO DELL. Service provided under this Service Description does not include the restoration of any data or software from Equipment.
2. **Data Sanitization.** The Customer shall:
  - a. Remove/disable all passwords and other access security features and terminate any theft deterrent or laptop tracking software contained within such Equipment from Systems designated for Data Sanitization Services prior to Dell's arrival;
  - b. The Data Sanitization Work Space shall at a minimum include:
    - 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. Sufficient access to electrical power at voltage as applicable for the service and country in scope, and as advised by Dell upon scheduling
  - c. Consolidate and locate all Systems designated for Data Sanitization Services in the same immediate area as the Data Sanitization Work Space;
  - d. Provide a Site representative each day Data Sanitization is scheduled to be performed to direct Dell to the Data Sanitization Work Space and designate the Systems on which Dell should perform the Data Sanitization;
  - e. Provide monitors and external power supplies for use with Systems during the Data Sanitization (monitors not required for portable computers);
  - f. Provide a secured storage location in the same immediate area as the Data Sanitization Work Space for storage of Systems that were successfully Data Sanitized until Pick Up occurs;
  - g. 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 (as defined under Dell's Responsibilities, Section A.2. above ) 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 Pick Up 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

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<sup>2</sup> Pick Ups in offshore territories, islands, and other remote or indirect locations may be subject to longer reporting or transportation lead time.



- h. 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.
3. **Pick Up.** Prior to Pick Up, the Customer shall:
- a. Declare, at time of Pick Up scheduling, any Site access issues, security restrictions, union labor requests, certificate of insurance requirements, dock restrictions or time restrictions;
  - b. Complete a commercial invoice for any shipment from Guam, Puerto Rico, the Samoan Islands or the US Virgin Islands, or any other country as required by Dell;
  - c. REMOVE ALL CONFIDENTIAL, PROPRIETARY, SENSITIVE OR OTHER NON-PUBLIC DATA AND ANY THIRD PARTY SOFTWARE FROM ANY AND ALL EQUIPMENT (E.G. HARD DRIVES THAT FAILED THE DATA SANITIZATION, ETC.) WHICH WAS NOT IDENTIFIED BY DELL ON THE DATA SANITIZATION SUMMARY AS BEING SUCCESSFULLY DATA SANITIZED (“PASS”);
  - d. Remove/disable all passwords and other access security features and terminate any theft deterrent or laptop tracking software contained within such Equipment;
  - e. Terminate or transfer all licenses associated with third party software contained on Equipment;
  - f. Remove from Equipment and retain all loose data storage media (e.g. CD, DVD, ZIP);
  - g. Remove from all printers any ink and toner cartridges;
  - h. Verify Equipment contains only computer hardware and no other products such as appliances, office equipment, biohazard waste, biohazard equipment, materials, packaging or boxes;
  - i. Verify Equipment is complete and properly assembled since the value for Equipment that has been disassembled (for example, hard drives, memory or batteries missing from the system) may be reduced or eliminated;
  - j. Unplug/un-rack/unpack/unbox all Equipment and clearly segregate such Equipment from equipment not for Pick Up (please note: if Equipment is packed or boxed by the Customer prior to Pick Up, Dell may require the Pick Up to be rescheduled at the Customer’s expense or customer can sign Customer Pack Waiver to allow shipping of assets packed or shrink wrapped by customer);
  - k. Consolidate the Equipment at each Site (including the Systems that have been successfully Data Sanitized) in a central location which is reasonably accessible by the Dell Logistics Provider; and
  - l. Provide a Site representative to direct Dell’s Logistics Provider to the Equipment to ensure correct equipment is removed by Dell’s Logistics Provider.
4. **Customer Warranty.** The Customer represents and warrants 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;
  - b. The Customer has removed all confidential, proprietary, sensitive or other non-public data from all Equipment, which was not identified by Dell on the Data Sanitization Summary as being successfully sanitized (“PASS”);
  - c. 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;
  - d. 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; and



- e. 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 Work Space.

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

### **C. Pricing and Payment Terms**

The Customer will be charged on a per Piece basis. The Services under this Service Description are only available for twenty (20) or more Systems per Site visit (geographic limitations may apply and country minimums may vary). A minimum charge equivalent to the cost to Data Sanitization and Pick Up twenty (20) Systems will be charged for each visit to each Site during which Data Sanitization Services are performed that does not meet this requirement. The per Piece price will be set forth in a quote generated by Dell.

Miscellaneous items will be aggregated, weighed and billed at the rate of one Piece 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/cellphone, DVD/DVR)

Pick Up and/or recycling of the Customer's packaging/boxes are not included in the cost of this Service and will incur additional fees.

The Customer hereby agrees to pay the price for each Piece 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 set off amounts due to Dell under this Service Description against the amounts otherwise payable by Dell to the Customer hereunder.

#### **Additional Fees.**

- Services rendered by Dell for Pieces in excess of the amount ordered will be billed at the per Piece price for the associated Service.
- Loose hard drives not in a system will be assessed an additional fee.
- Pieces (Equipment) with more than one hard drive will be charged an additional fee per drive.
- Hard drive greater than 250 MB will be assessed an additional fee.
- Standard transportation fees are included in the Service.
- Piece(s) weighing more than 40 lbs or 18 kg may incur additional transportation fees.
- Pick Ups in offshore territories, islands and other remote or indirect locations will incur additional fees.
- Sites requiring access or vehicle restrictions, union labor, time specific or after normal Business Hours will incur additional charges.
- 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 Pick Up attempts by Dell's Logistics Provider where the Customer or Equipment (e.g. Equipment is packed by the Customer prior to Pick Up without acceptance of Customer Packed



Waiver, site restrictions not communicated, cancellation 48 hours prior to scheduled recovery date) is not ready at the agreed upon date of the Pick Up may result in additional fees.

- The Customer will be responsible for any costs incurred if incorrect Equipment is identified for Pick Up.

#### D. 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 Pick Up Site. Title will be deemed to pass to Dell or Dell's Logistics Provider upon receipt and possession of the Equipment by Dell or Dell's Logistics Provider.

**Warranty and 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:

1. **Warranty.** DELL WARRANTS THAT IT WILL PERFORM THE SERVICE WITH COMMERCIALY REASONABLE CARE. DELL MAKES NO OTHER WARRANTY AND DISCLAIMS ALL OTHER WARRANTIES AND CONDITIONS, WHETHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, ANY IMPLIED WARRANTIES OR CONDITIONS OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.
2. **Limitation of Liability.** DELL'S AND ITS SERVICE PROVIDERS' LIABILITY FOR SERVICES PROVIDED IN ACCORDANCE WITH THIS SERVICE DESCRIPTION, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH LIABILITY, WILL BE AT ALL TIMES SUBJECT TO THE FOLLOWING LIMITATIONS AND EXCLUSIONS:
  - a. IN NO EVENT SHALL DELL BE LIABLE (WHETHER IN CONTRACT, TORT OR OTHERWISE) FOR ANY OF THE FOLLOWING: (I) LOST PROFITS, LOSS OR CORRUPTION OF DATA OR SOFTWARE, LOSS OF BUSINESS OR COMPLIANCE WITH THIRD PARTY REQUIREMENTS THAT MAY APPLY TO DATA ON EQUIPMENT, (II) CONSEQUENTIAL, SPECIAL, INDIRECT, INCIDENTAL OR PUNITIVE (IF APPLICABLE) DAMAGES, OR (III) ANY THIRD PARTY CLAIM.
  - b. 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 THE LIABILITY CAP SET FORTH IN SECTION D.2.d BELOW.
  - c. 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 UEPP FOR THE MONTH IN WHICH THE ITEM WAS FIRST DISCOVERED AS LOST.
  - d. DELL'S AGGREGATE LIABILITY (WHETHER IN CONTRACT, TORT OR OTHERWISE) FOR ANY AND ALL CLAIMS OF LIABILITY ARISING OUT OF, OR IN CONNECTION WITH THIS SERVICE DESCRIPTION WITHIN ANY CALENDAR YEAR SHALL NOT EXCEED THE TOTAL AMOUNT OF FEES PAID OR PAYABLE BY CUSTOMER UNDER THIS SERVICE DESCRIPTION IN SUCH CALENDAR YEAR.



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



## Service Attachment 2

# IT Asset Resale with Offsite Data Sanitization Option – (Expires 4 years from purchase)

### A. Dell's Responsibilities.

#### 1. Scheduling.

- a. **Pick Up.** Dell will assign Dell's Logistics Provider for Pick Up and shipping of Equipment. Dell's Logistics Provider will contact the Customer to confirm Piece count and schedule each Site for Pick Up at a mutually agreeable date during Business Hours. Pick Up will generally be scheduled no earlier than three (3) business days after the date of contact.

#### 2. **Pick Up.** Dell's Logistics Provider shall:

- a. Arrive at the Site, contact the Customer's Site representative and proceed to the Pick Up Site;
- b. Record a unique Logistics ID for each Piece and record the number of Pieces being removed from the Site;
- c. Record the number of Pieces being removed from the Site on the Shipping Document;
- d. Bulk package the Equipment using pallets, slip sheets and shrink wrap (Note: the Equipment will not be individually boxed – see Customer Responsibilities);
- e. Items such as cables, peripherals, port replicators, external drives, keyboards, mice, docking stations will be accumulated, boxed and listed as miscellaneous;
- f. Provide the Customer with a Shipping Document for signature before leaving the Site; and
- g. Transport the Equipment to Dell's processing site.

#### 3. **Processing.** Upon arrival at Dell's equipment processing site, Dell will:

##### a. Audit:

- i. Record the Logistics ID for each Piece into an inventory tracking system;
- ii. Record the following information for each desktop or portable computer, monitor and printer in the Equipment Settlement Report:
  - make, model, manufacturer, Serial Number, Asset Tag (if any), and screen size (if applicable);
- iii. Record the following for each loose hard drive in the Equipment Settlement Report:
  - make, model number, manufacturer, Serial Number (if any);
- iv. Record the following for all other Pieces:
  - a description sufficient to identify the Piece, condition of the Piece, manufacturer, Serial Number (if applicable), Asset Tag number (if applicable) and the weight of the Piece;
- v. Remove any Asset Tags.

- b. **Functional Test:** Test and record the results for the following Pieces in the Equipment Settlement Report:





- i. Desktop, portable computer, server or enterprise unit:
  - Functionality
  - Amount of RAM
  - Number and size of hard drives
  - Processor speed
  - CD Rom or DVD installed
  - Visual inspection of working LCD (portable computers)
- ii. Monitor: functionality
- iii. Printers: functionality
- iv. Other IT hardware: functionality
- c. Cosmetic Grading: For all Equipment that is functionally tested, the cosmetic condition of each Piece will be recorded in the Equipment Settlement Report, for example as follows: (Note: Grading legends may vary by region)
  - i. Class “C”: Used Equipment, complete and functional with normal wear and tear.
  - ii. Class “D”: Used Equipment missing components or with cosmetic damage that is in excess of normal wear and tear.
  - iii. Class “S” or “Scrap”: Used Equipment (ineligible for resale) to be recycled or broken down for parts. Also includes Equipment that is no longer marketable, is missing major components or is cosmetically damaged so that it cannot be resold.
- d. Value Optimization: An attempt will be made to optimize the value of Equipment eligible for resale and to receive Value Recovery. The Customer acknowledges that in order to receive the maximum Value Recovery, Equipment must be (i) in working order and include power cords and other items required to make each Piece pass an original equipment manufacturer (“OEM”) operational test(s); and (ii) in reasonable cosmetic condition, requiring no more than a light cleaning and without cracked plastics, such that all Equipment can be resold as operational with normal wear and tear for like used Equipment.
- e. Resale and Value Recovery:
  - i. The Value Recovery for any Piece which meets the UEPP pricing guidelines will be based on the value for such Piece as set out in the UEPP in effect for the month in which the Equipment was processed. The Value Recovery for any Piece which can be resold but which does not meet the UEPP pricing guidelines will be determined by taking the value for such Piece as set out in the UEPP in effect for the month in which the Piece was processed and then reducing it to account for the factors that caused the Piece to not conform with the UEPP pricing guidelines.
  - ii. For server, enterprise unit, storage or other equipment not referenced on the UEPP, contact your Dell recovery manager with the brand, configuration and number of devices for a custom quote.
  - iii. The Value Recovery for each Piece is subject to such adjustments as Dell, in its sole discretion, may consider reasonable.
  - iv. The Value Recovery for each Piece will be set forth in the Equipment Settlement Report and shall be binding on the Customer.
  - v. Any Piece which fails the functional test or is classified as Class “S” or “Scrap” during the cosmetic test will result in the Piece being recycled or disposed of by Dell in such a manner as to meet all applicable local country and state regulatory laws and requirements.



- vi. Where Customer is eligible to receive Value Recovery:
  - Dell will provide detailed information with each Equipment Settlement Report to assist Customer in receiving payment.
  - To the extent permitted by local law, Value Recovery held for more than two years may, in Dell's sole discretion, be remitted to a government agency or retained. Within thirty (30) business days following delivery of an Equipment Settlement Report and provided Dell has the required check remittance information for Customer on file, Dell shall pay to Customer the Value Remittance for Equipment processed in accordance with the criteria above.
- vii. Value Recovery is 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.
- f. Disposition of Hard Drives:
  - i. Perform data sanitization with methods aligned to the NIST 800-88 r1 standard on functional and properly seated hard drives.
  - ii. In the event that data sanitization is unsuccessful, Dell will destroy and dispose of all other hard drives in such a manner as to meet all applicable local country and state regulatory laws and requirements.
- g. Disposal of other Equipment: All other Equipment which is not eligible for resale above will be disassembled and either recycled, reused or disposed of by Dell in such a manner as to meet all applicable local country and state regulatory laws and requirements
- 4. **Reporting.** Dell shall deliver to the Customer within thirty five (35) business days<sup>3</sup> from the date of Pick Up the following reports via email:
  - a. Equipment Settlement Report; and
  - b. Confirmation of Disposal which shall include the following provisions:
    - i. Certificate of Data Sanitization identifying all System hard drive(s) successfully sanitized by Dell
    - ii. Verification that all other hard drives were sanitized or destroyed in accordance with Section A.3.f. above; and
    - iii. Verification that all other Equipment was disposed/recycled in accordance with applicable local country and state regulatory requirements and guidelines

## **B. Customer Responsibilities.**

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

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<sup>3</sup> Pick Ups in offshore territories, islands, and other remote or indirect locations may be subject to longer reporting or transportation lead time.



- a. Declare, at time of Pick Up scheduling, any Site access issues, security restrictions, union labor requests, certificate of insurance requirements, dock restrictions or time restrictions;
  - b. Complete a commercial invoice for any shipment from Guam, Puerto Rico, the Samoan Islands or the US Virgin Islands, or any other country as required by Dell;
  - c. Remove all confidential, proprietary, sensitive or other non-public data and any third party software from any and all Equipment
  - d. Remove/disable all passwords and other access security features and terminate any theft deterrent or laptop tracking software contained within such Equipment;
  - e. Terminate or transfer all licenses associated with third party software contained on Equipment;
  - f. Remove from Equipment and retain all loose data storage media (e.g. CD, DVD, ZIP);
  - g. Remove from all printers any ink and toner cartridges;
  - h. Verify Equipment contains only computer hardware and no other products such as appliances, office equipment, biohazard waste, biohazard equipment, materials, packaging or boxes;
  - i. Verify Equipment is complete and properly assembled since the value for Equipment that has been disassembled (for example, hard drives, memory or batteries missing from the system) may be reduced or eliminated;
  - j. Unplug/un-rack/unpack/unbox all Equipment and clearly segregate such Equipment from equipment not for Pick Up (please note: if Equipment is packed or boxed by the Customer prior to Pick Up, Dell may require the Pick Up to be rescheduled at the Customer's expense or customer can sign Customer Pack Waiver to allow shipping of assets packed or shrink wrapped by customer);
  - k. Consolidate the Equipment at each Site in a central location which is reasonably accessible by the Dell Logistics Provider; and
  - l. Provide a Site representative to direct Dell's Logistics Provider to the Equipment to ensure correct equipment is removed by Dell's Logistics Provider.
4. **Customer Warranty.** The Customer represents and warrants 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;
  - b. The Customer has removed and made unretrievable any and all confidential, proprietary, sensitive or other non-public data, including any personal information which could be used to identify an individual, from Equipment;
  - a. 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; and
  - b. 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.

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

Additionally, 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.

### C. Pricing and Payment Terms.

The Customer will be charged on a per Piece basis subject to the minimum collection quantity indicated in the Dell Region matrix below. For quantities below the regional minimum, a charge equivalent to the cost of the stated minimum will be charged per collection.

Dell Region*	United States, Puerto Rico	Canada, Europe, Middle East, Africa	APJ
Minimum Pieces per Collection	10 Pieces	20 Pieces	10 Pieces

\*Geographic limitations may apply and country minimums may vary

The per Piece price will be set forth in a quote generated by Dell and includes the associated cables, peripherals, docking stations, port replicators, external drives, keyboards and mice. Miscellaneous items will be aggregated, weighed and billed at the rate of one Piece 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 (not including hard drives)
- Non-computer related parts (e.g. telecom/cellphone, DVD/DVR)

Pick Up and/or recycling of the Customer's packaging/boxes are not included in the cost of this Service and will incur additional fees.

The Customer hereby agrees to pay the price for each Piece 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 set off amounts due to Dell under this Service Description against the amounts otherwise payable by Dell to the Customer hereunder.

#### Additional Fees.

- Services rendered by Dell for Pieces in excess of the amount ordered will be billed at the per Piece price for the associated Service.
- Loose hard drives not in a system will be assessed an additional fee.
- Standard transportation fees are included in the Service.
  - Piece(s) weighing more than 40 lbs or 18 kg may incur additional transportation fees.
  - Pick Ups in offshore territories, islands and other remote or indirect locations will incur additional fees.
  - Sites requiring access or vehicle restrictions, union labor, time specific or after normal Business Hours will incur additional charges.



- 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 Pick Up attempts by Dell's Logistics Provider where the Customer or Equipment (e.g. Equipment is packed by the Customer prior to Pick Up without acceptance of Customer Packed Waiver, site restrictions not communicated, cancellation 48 hours prior to scheduled recovery date) is not ready at the agreed upon date of the Pick Up may result in additional fees.
- The Customer will be responsible for any costs incurred if incorrect Equipment is identified for Pick Up.

#### D. 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 Pick Up Site. Title will be deemed to pass to Dell or Dell's Logistics Provider upon receipt and possession of the Equipment by Dell or Dell's Logistics Provider.

**Warranty and 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:

1. **Warranty.** DELL WARRANTS THAT IT WILL PERFORM THE SERVICE WITH COMMERCIALY REASONABLE CARE. DELL MAKES NO OTHER WARRANTY AND DISCLAIMS ALL OTHER WARRANTIES AND CONDITIONS, WHETHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, ANY IMPLIED WARRANTIES OR CONDITIONS OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.
2. **Limitation of Liability.** DELL'S AND ITS SERVICE PROVIDERS' LIABILITY FOR SERVICES PROVIDED IN ACCORDANCE WITH THIS SERVICE DESCRIPTION, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH LIABILITY, WILL BE AT ALL TIMES SUBJECT TO THE FOLLOWING LIMITATIONS AND EXCLUSIONS:
  - a. IN NO EVENT SHALL DELL BE LIABLE (WHETHER IN CONTRACT, TORT OR OTHERWISE) FOR ANY OF THE FOLLOWING: (I) LOST PROFITS, LOSS OR CORRUPTION OF DATA OR SOFTWARE, LOSS OF BUSINESS OR COMPLIANCE WITH THIRD PARTY REQUIREMENTS THAT MAY APPLY TO DATA ON EQUIPMENT, (II) CONSEQUENTIAL, SPECIAL, INDIRECT, INCIDENTAL OR PUNITIVE (IF APPLICABLE) DAMAGES, OR (III) ANY THIRD PARTY CLAIM.
  - b. IN NO EVENT SHALL DELL BE LIABLE (WHETHER IN CONTRACT, TORT OR OTHERWISE) FOR ANY DAMAGES ARISING FROM OR RELATING TO THE CORRUPTION, LOSS, DISCLOSURE OR USE OF DATA, CONFIDENTIAL INFORMATION OR THIRD PARTY SOFTWARE WHICH CUSTOMER FAILS TO REMOVE FROM ANY EQUIPMENT PRIOR TO MAKING SUCH EQUIPMENT AVAILABLE TO DELL FOR PICK UP HEREUNDER.
  - c. 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 UEPP FOR THE MONTH IN WHICH THE ITEM WAS FIRST DISCOVERED AS LOST.
  - d. DELL'S AGGREGATE LIABILITY (WHETHER IN CONTRACT, TORT OR OTHERWISE) FOR ANY AND ALL CLAIMS OF LIABILITY ARISING OUT OF, OR IN CONNECTION WITH THIS SERVICE DESCRIPTION WITHIN ANY CALENDAR YEAR SHALL NOT EXCEED THE



TOTAL AMOUNT OF FEES PAID OR PAYABLE BY CUSTOMER UNDER THIS SERVICE DESCRIPTION IN SUCH CALENDAR YEAR.

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



## Service Attachment 3

# Resale and Recycle — Less than Minimum – (Expires 4 years from purchase)

### A. Dell's Responsibilities.

#### 1. Shipment scheduling and drop off.

- a. Upon placing an order with Dell for this Service, Dell will assign a unique Dispatch ID number to your order. A postcard mailer will be sent to Customer that contains the Dispatch ID number and the URL for the Dell Return Center website – [www.dellreturncenter.com](http://www.dellreturncenter.com).
- b. A shipping label for each Piece of Equipment must be printed from the Dell Return Center website.
- c. Pick up of properly Customer packed Equipment by the Shipping Provider may be scheduled by Customer on the Dell Return Center website. Alternatively Customer may in accordance with the Shipping Provider's requirements: (i) deliver properly Customer packed Equipment to Shipping Provider during a regularly scheduled visit by Shipping Provider at Customer's location or (ii) drop off the properly Customer packed Equipment at a Shipping Provider drop off location.

#### 2. Processing. Upon arrival at Dell's equipment processing site, Dell will:

##### a. Audit:

- i. Record the Logistics ID for each Piece into an inventory tracking system;
- ii. Record the following information for each desktop or portable computer, monitor and printer in the Equipment Settlement Report.
  - make, model, manufacturer, Serial Number, Asset Tag (if any), and screen size (if applicable);
- iii. Record the following for all other Pieces:
  - a description sufficient to identify the Piece, condition of the Piece, manufacturer, Serial Number (if applicable), Asset Tag number (if applicable) and the weight of the Piece;
- iv. Remove any Asset Tags.

##### b. Functional Test: Test and record the results for the following Pieces in the Equipment Settlement Report:

- i. Desktop, portable computer, server or enterprise unit:
  - Functionality
  - Amount of RAM
  - Number and size of hard drives
  - Processor speed
  - CD Rom or DVD installed
  - Visual inspection of working LCD (portable computers)
- ii. Monitors: functionality
- iii. Printers: functionality
- iv. Other IT hardware: functionality

##### c. Cosmetic Grading: For all Equipment that is functionally tested, the cosmetic condition of each Piece will be recorded in the Equipment Settlement Report, for example as follows: (Note: Grading legends may vary by region)

- i. Class "C": Used Equipment, complete and functional with normal wear and tear.



- ii. Class “D”: Used Equipment missing components or with cosmetic damage that is in excess of normal wear and tear.
  - iii. Class “S” or “Scrap”: Used Equipment (ineligible for resale) to be recycled or broken down for parts. Also includes Equipment that is no longer marketable, is missing major components or is cosmetically damaged so that it cannot be resold.
- d. Value Optimization: An attempt will be made to optimize the value of Equipment eligible for resale and to receive Value Recovery. The Customer acknowledges that in order to receive the maximum Value Recovery, Equipment must be (i) in working order and include power cords and other items required to make each Piece pass an original equipment manufacturer (“OEM”) operational test(s); and (ii) in reasonable cosmetic condition, requiring no more than a light cleaning and without cracked plastics, such that all Equipment can be resold as operational with normal wear and tear for like used Equipment.
- e. Resale and Value Recovery:
- i. The Value Recovery for any Piece which meets the UEPP pricing guidelines will be based on the value for such Piece as set out in the UEPP in effect for the month in which the Equipment was processed. The Value Recovery for any Piece which can be resold but which does not meet the UEPP pricing guidelines will be determined by taking the value for such Piece as set out in the UEPP in effect for the month in which the Piece was processed and then reducing it to account for the factors that caused the Piece to not conform with the UEPP pricing guidelines.
  - ii. For server, enterprise unit, storage or other equipment not referenced on the UEPP, contact your Dell recovery manager with the brand, configuration and number of devices for a custom quote.
  - iii. The Value Recovery for each Piece is subject to such adjustments as Dell, in its sole discretion, may consider reasonable.
  - iv. The Value Recovery for each Piece will be set forth in the Equipment Settlement Report and shall be binding on the Customer.
  - v. Any Piece which fails the functional test or is classified as Class “S” or “Scrap” during the cosmetic test will result in the Piece being recycled or disposed of by Dell in such a manner as to meet all applicable local country and state regulatory laws and requirements.
  - vi. Where Customer is eligible to receive Value Recovery:
    - Dell will provide detailed information with each Equipment Settlement Report to assist Customer in receiving payment.
    - To the extent permitted by local law, Value Recovery held for more than two years may, in Dell’s sole discretion, be remitted to a government agency or retained.
  - vii. Value Recovery is 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.
- f. Disposition of Hard Drives:
- i. Perform data sanitization with methods aligned to the NIST 800-88 r1 standard on functional and properly seated hard drives.
  - ii. In the event that data sanitization is unsuccessful, Dell will destroy and dispose of all other hard drives in such a manner as to meet all applicable local country and state regulatory laws and requirements.





- g. Disposal of other Equipment: All other Equipment which is not eligible for resale above will be disassembled and either recycled, reused or disposed of by Dell in such a manner as to meet all applicable local country and state regulatory laws and requirements
3. **Reporting.** Dell shall deliver to the Customer within thirty five (35) business days<sup>4</sup> from the date of Pick Up the following reports via email:
- a. Equipment Settlement Report; and
  - b. Confirmation of Disposal which shall include the following provisions:
    - i. Certificate of Data Sanitization identifying all System hard drive(s) successfully sanitized by Dell during the Data Sanitization process;
    - ii. Verification that all other hard drives were sanitized or destroyed in accordance with Section A.3.f. above;
    - iii. Verification that all other Equipment was disposed/recycled in accordance with applicable local country and state regulatory requirements and guidelines

**B. Customer Responsibilities.**

- 1. **General.** THE CUSTOMER SHALL BACKUP ANY DATA OR SOFTWARE THE CUSTOMER DESIRES TO RETAIN PRIOR TO EQUIPMENT BEING MADE AVAILABLE TO DELL. Service provided under this Service Description does not include the restoration of any data or software from Equipment.
- 2. **Data Removal.** This Service is not designed for disposal of Equipment containing confidential, proprietary, sensitive or other non-public data of the Customer. THE CUSTOMER SHALL REMOVE ANY AND ALL CONFIDENTIAL, PROPRIETARY, SENSITIVE OR OTHER NON-PUBLIC DATA AND ANY THIRD PARTY SOFTWARE FROM ALL EQUIPMENT PRIOR TO PICK UP BY DELL'S LOGISTICS PROVIDER.
- 3. **Shipping.** Prior to shipping Equipment, the Customer shall:
  - a. Go to the Dell Return Center website - <http://www.dellreturncenter.com/>- and enter the Dell order number or Dispatch ID number. The customer can also use their Dell order number to access their label at the Dell Return Center website 3 business days after date of order;
  - b. Confirm their name, and pick up address is correct and will enter their e-mail address;
  - c. Enter the Serial Number for each Piece being shipped to Dell;
  - d. Print a label for each Piece of Equipment to be shipped;
  - e. Schedule a pick up date by Shipping Provider or confirm they have a regular Shipping Provider pick up or will take the unit to a Shipping Provider drop off location;
  - f. Remove from Equipment and retain all loose data storage media (e.g. CD, DVD, ZIP);
  - g. Remove from all printers any ink and toner cartridges;
  - h. Remove/disable all passwords and other access security features and terminate any theft deterrent or laptop tracking software contained within such Equipment;
  - i. Terminate or transfer all licenses associated with third party software contained on Equipment;
  - j. Verify Equipment contains only computer hardware and no other products, materials, packaging or boxes, appliances, office equipment, biohazard waste, biohazard equipment;
  - k. Verify Equipment is complete and properly assembled since the value for Equipment that has been disassembled (for example, hard drives, memory or batteries missing from the system) may be reduced or eliminated; and

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<sup>4</sup> Pick Ups in offshore territories, islands, and other remote or indirect locations may be subject to longer reporting or transportation lead time.



- I. 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.
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;
  - b. The Customer has removed and made unretrievable any and all confidential, proprietary, sensitive or other non-public data, including any personal information which could be used to identify an individual, from Equipment;
  - c. 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; and
  - d. 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.

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

Additionally, 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.

### C. Pricing and Payment Terms.

The Customer will be charged on a per Piece basis. The per Piece price will be set forth in a quote generated by Dell.

Miscellaneous items will be aggregated, weighed and billed at the rate of one Piece 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 (not including hard drives)
- Non-computer related parts (e.g. telecom/cellphone, DVD/DVR)

Pick Up and/or recycling of the Customer's packaging/boxes are not included in the cost of this Service and will incur additional fees.

The Customer hereby agrees to pay the price for each Piece 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 set off amounts due to Dell under this Service Description against the amounts otherwise payable by Dell to the Customer hereunder.

#### **Additional Fees.**

- Services rendered by Dell for Pieces in excess of the amount ordered will be billed at the per Piece price for the associated Service.
- Loose hard drives not in a system will be assessed an additional fee.
- Standard transportation fees are included in the Service.
  - Piece(s) weighing more than 40 lbs or 18 kg may incur additional transportation fees.



- Pick Ups in offshore territories, islands and other remote or indirect locations will incur additional fees.
- Piece(s) weighing more than 60 lbs or 27 kg may not be shipped via this service.
- Failed Pick Up attempts by Shipping Provider where the Equipment is not ready at the agreed upon pick-up date may result in additional fees.
- If Equipment does not conform to the requirements set forth in this Service Description, additional fees and/or charges will apply.

#### D. Important Additional Terms.

**Title and Risk of Loss.** Dell will bear the risk of loss or damage to the Equipment upon receipt, inspection and acceptance at Dell's Equipment processing site. Title will be deemed to pass to Dell upon receipt and possession of the Equipment by Dell.

**Warranty and 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:

1. **Warranty.** DELL WARRANTS THAT IT WILL PERFORM THE SERVICE WITH COMMERCIALY REASONABLE CARE. DELL MAKES NO OTHER WARRANTY AND DISCLAIMS ALL OTHER WARRANTIES AND CONDITIONS, WHETHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, ANY IMPLIED WARRANTIES OR CONDITIONS OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.
2. **Limitation of Liability.** DELL'S AND ITS SERVICE PROVIDERS' LIABILITY FOR SERVICES PROVIDED IN ACCORDANCE WITH THIS SERVICE DESCRIPTION, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH LIABILITY, WILL BE AT ALL TIMES SUBJECT TO THE FOLLOWING LIMITATIONS AND EXCLUSIONS:
  - a. IN NO EVENT SHALL DELL BE LIABLE (WHETHER IN CONTRACT, TORT OR OTHERWISE) FOR ANY OF THE FOLLOWING: (I) LOST PROFITS, LOSS OR CORRUPTION OF DATA OR SOFTWARE, LOSS OF BUSINESS OR COMPLIANCE WITH THIRD PARTY REQUIREMENTS THAT MAY APPLY TO DATA ON EQUIPMENT, (II) CONSEQUENTIAL, SPECIAL, INDIRECT, INCIDENTAL OR PUNITIVE (IF APPLICABLE) DAMAGES, OR (III) ANY THIRD PARTY CLAIM.
  - b. IN NO EVENT SHALL DELL BE LIABLE (WHETHER IN CONTRACT, TORT OR OTHERWISE) FOR ANY DAMAGES ARISING FROM OR RELATING TO THE CORRUPTION, LOSS, DISCLOSURE OR USE OF DATA, CONFIDENTIAL INFORMATION OR THIRD PARTY SOFTWARE WHICH CUSTOMER FAILS TO REMOVE FROM ANY EQUIPMENT PRIOR TO SHIPPING EQUIPMENT TO DELL.
  - c. 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 UEPP FOR THE MONTH IN WHICH THE ITEM WAS FIRST DISCOVERED AS LOST.
  - d. DELL'S AGGREGATE LIABILITY (WHETHER IN CONTRACT, TORT OR OTHERWISE) FOR ANY AND ALL CLAIMS OF LIABILITY ARISING OUT OF, OR IN CONNECTION WITH THIS SERVICE DESCRIPTION WITHIN ANY CALENDAR YEAR SHALL NOT EXCEED THE TOTAL AMOUNT OF FEES PAID OR PAYABLE BY CUSTOMER UNDER THIS SERVICE DESCRIPTION IN SUCH CALENDAR YEAR.



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



# Service Attachment 4

## IT Asset Recycling – (Expires 4 years from purchase)

### A. Dell's Responsibilities.

#### 1. Scheduling.

- a. Pick Up. Dell will assign Dell's Logistics Provider for Pick Up and shipping of Equipment. Dell's Logistics Provider will contact the Customer to confirm Piece count and schedule each Site for Pick Up at a mutually agreeable date during Business Hours. Pick Up will generally be scheduled no earlier than three (3) business days after the date of contact.

#### 2. Pick Up. Dell's Logistics Provider shall:

- a. Arrive at the Site, contact the Customer's Site representative and proceed to the Pick Up Site;
- b. Record the number of Pieces being removed from the Site on the Shipping Document;
- c. Bulk package the Equipment using pallets, slip sheets and shrink wrap (Note: the Equipment will not be individually boxed – see Customer Responsibilities);
- d. Provide the Customer with a Shipping Document for signature before leaving the Site; and
- e. Transport the Equipment to Dell's processing site.

#### 3. Processing. Upon arrival at Dell's equipment processing site, Dell will:

##### a. Audit:

- i. Record the following information for each desktop or portable computer, monitor, server, enterprise unit and printer in the Equipment Settlement Report:
  - make, model, manufacturer, Serial Number, Asset Tag (if any), and screen size (if applicable)
- ii. Record the following for each loose hard drive in the Equipment Settlement Report:
  - make, model number, manufacturer, Serial Number (if any)
- iii. record the following for all other Pieces:
  - a description sufficient to identify the Piece, condition of the Piece, manufacturer, Serial Number (if applicable), Asset Tag number (if applicable) and the weight of the Piece
- iv. Remove Asset Tags

##### b. Disposition of Hard Drives:

- i. Perform data sanitization with methods aligned to the NIST 800-88 r1 standard on functional and properly seated hard drives.
- ii. In the event that data sanitization is unsuccessful, Dell will destroy and dispose of all other hard drives in such a manner as to meet all applicable local country and state regulatory laws and requirements.

- c. Disposal of Equipment: All Equipment which is not eligible for reuse will be disassembled and either recycled, reused or disposed of by Dell in such a manner as to meet all applicable local country and state regulatory laws and requirements.



4. **Reporting.** Dell shall deliver to the Customer within thirty five (35) business days<sup>5</sup> from the date of Pick Up the following reports via email:
  - a. Equipment Settlement Report; and
  - b. Confirmation of Disposal which shall include the following provisions:
    - i. Verification that all other hard drives were sanitized or destroyed in accordance with Section A.3.b. above;
    - ii. Verification that all other Equipment was disposed/recycled in accordance with applicable local country and state regulatory requirements and guidelines
  - c. Return to Lease Report.

## **B. Customer Responsibilities.**

1. **General.** THE CUSTOMER SHALL BACKUP ANY DATA OR SOFTWARE THE CUSTOMER DESIRES TO RETAIN PRIOR TO EQUIPMENT BEING MADE AVAILABLE TO DELL. Service provided under this Service Description does not include the restoration of any data or software from Equipment.
2. **Data Removal.** This Service is not designed for disposal of Equipment containing confidential, proprietary, sensitive or other non-public data of the Customer. THE CUSTOMER SHALL REMOVE ANY AND ALL CONFIDENTIAL, PROPRIETARY, SENSITIVE OR OTHER NON-PUBLIC DATA AND ANY THIRD PARTY SOFTWARE FROM ALL EQUIPMENT PRIOR TO PICK UP BY DELL'S LOGISTICS PROVIDER.
3. **Pick Up.** Prior to Pick Up, the Customer shall:
  - a. Declare, at time of Pick Up scheduling, any Site access issues, security restrictions, union labor request, certificate of insurance requirements, dock restrictions or time restrictions;
  - b. Remove all confidential, proprietary, sensitive or other non-public data and any third party software from any and all Equipment;
  - c. Terminate or transfer all licenses associated with third party software (including but not limited to any theft deterrent or laptop tracking software) contained on Equipment;
  - d. Remove from Equipment and retain all loose data storage media (e.g. CD, DVD, ZIP);
  - e. Remove from all printers any ink and toner cartridges;
  - f. Verify Equipment contains only computer hardware and no other products, materials, appliances, office equipment, biohazard waste, biohazard equipment;
  - g. Unplug/un-rack/unpack/unbox all Equipment and clearly segregate such Equipment from equipment not for Pick Up (please note: if Equipment is packed or boxed by the Customer prior to Pick Up, Dell may require the Pick Up to be rescheduled at the Customer's expense or customer can sign Customer Pack Waiver to allow shipping of assets packed or shrink wrapped by customer);
  - h. Consolidate the Equipment at each Site in a central location which is reasonably accessible by the Dell Logistics Provider; and
  - i. Provide a Site representative to direct Dell's Logistics Provider to the Equipment to ensure correct equipment is removed by Dell's Logistics Provider.
4. **Customer Warranty.** The Customer represents and warrants as follows:

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<sup>5</sup> Pick Ups in offshore territories, islands, and other remote or indirect locations may be subject to longer reporting or transportation lead time.



- a. The Customer has good and marketable title to the Equipment free and clear of all liens, claims and encumbrances of any kind;
- b. The Customer has removed and made unretrievable any and all confidential, proprietary, sensitive or other non-public data, including any personal information which could be used to identify an individual, from Equipment; and
- c. 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.

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

Additionally, 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.

**C. Pricing and Payment Terms.**

The Customer will be charged on a per Piece basis subject to the minimum collection quantity indicated in the Dell Region matrix below. For quantities below the regional minimum, a charge equivalent to the cost of the stated minimum will be charged per collection.

Dell Region*	United States, Columbia, Mexico, Brazil, Puerto Rico & Canada	Europe, Middle East, & Africa	APJ
Minimum Pieces per Collection	25 Pieces	20 Pieces	10 Pieces

\*Geographic limitations may apply and country minimums may vary

The per Piece price will be set forth in a quote generated by Dell.

Miscellaneous items will be aggregated, weighed and billed at the rate of one Piece 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 (not including hard drives)
- Non-computer related parts (e.g. telecom/cellphone, DVD/DVR)

Pick Up and/or recycling of the Customer’s packaging/boxes are not included in the cost of this Service and will incur additional fees.



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

#### **Additional Fees.**

- Services rendered by Dell for Pieces in excess of the amount ordered will be billed at the per Piece price for the associated Service.
- Loose hard drives not in a system will be assessed an additional fee.
- Standard transportation fees are included in the Service.
  - Piece(s) weighing more than 40 lbs or 18 kg may incur additional transportation fees.
  - Pick Ups in offshore territories, islands and other remote or indirect locations will incur additional fees.
  - Piece(s) weighing more than 60 lbs or 27 kg may not be shipped via this service.
- Failed Pick Up attempts by Shipping Provider where the Equipment is not ready at the agreed upon pick-up date may result in additional fees.
- If Equipment does not conform to the requirements set forth in this Service Description, additional fees and/or charges will apply.

#### **D. 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 Pick Up Site. Title will be deemed to pass to Dell or Dell's Logistics Provider upon receipt and possession of the Equipment by Dell or Dell's Logistics Provider.

**Warranty and 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:

1. **Warranty.** DELL WARRANTS THAT IT WILL PERFORM THE SERVICE WITH COMMERCIALY REASONABLE CARE. DELL MAKES NO OTHER WARRANTY AND DISCLAIMS ALL OTHER WARRANTIES AND CONDITIONS, WHETHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, ANY IMPLIED WARRANTIES OR CONDITIONS OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.
2. **Limitation of Liability.** DELL'S AND ITS SERVICE PROVIDERS' LIABILITY FOR SERVICES PROVIDED IN ACCORDANCE WITH THIS SERVICE DESCRIPTION, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH LIABILITY, WILL BE AT ALL TIMES SUBJECT TO THE FOLLOWING LIMITATIONS AND EXCLUSIONS:
  - a. IN NO EVENT SHALL DELL BE LIABLE (WHETHER IN CONTRACT, TORT OR OTHERWISE) FOR ANY OF THE FOLLOWING: (I) LOST PROFITS, LOSS OR CORRUPTION OF DATA OR SOFTWARE, LOSS OF BUSINESS OR COMPLIANCE WITH THIRD PARTY REQUIREMENTS THAT MAY APPLY TO DATA ON EQUIPMENT, (II) CONSEQUENTIAL, SPECIAL, INDIRECT, INCIDENTAL OR PUNITIVE (IF APPLICABLE) DAMAGES, OR (III) ANY THIRD PARTY CLAIM.
  - b. IN NO EVENT SHALL DELL BE LIABLE (WHETHER IN CONTRACT, TORT OR OTHERWISE) FOR ANY DAMAGES ARISING FROM OR RELATING TO THE CORRUPTION, LOSS, DISCLOSURE OR USE OF DATA, CONFIDENTIAL INFORMATION OR THIRD PARTY SOFTWARE WHICH CUSTOMER FAILS TO REMOVE FROM ANY EQUIPMENT PRIOR TO MAKING SUCH EQUIPMENT AVAILAble TO DELL FOR PICK UP HEREUNDER.
  - c. DELL'S MAXIMUM AND SOLE LIABILITY (WHETHER IN CONTRACT, TORT OR OTHERWISE) ARISING OUT OF OR IN CONNECTION WITH ANY CLAIM FOR LOSS OF ANY PHYSICAL ITEM OF EQUIPMENT SHALL IN NO EVENT EXCEED THE AMOUNT OF





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

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

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



## Service Attachment 5

# IT Asset Lease Return with Onsite Data Sanitization – (Expires 4 years from purchase)

Onsite Data Sanitization is not available under this Service Description for server hard drives.

### A. Dell's Responsibilities.

#### 1. Scheduling.

- a. Data Sanitization. Dell will contact the Customer to schedule the Data Sanitization at each Site for a mutually agreeable time during Business Hours. Data Sanitization will generally be scheduled no earlier than ten (10) business days after the date of contact.
- b. Pick Up. After completion of Data Sanitization services, Dell will assign Dell's Logistics Provider for Pick Up and shipping of Equipment. Dell's Logistics Provider will contact the Customer to confirm Piece count and schedule each Site for Pick Up at a mutually agreeable date during Business Hours. Pick Up will generally be scheduled no earlier than three (3) business days after the date of contact.

#### 2. Data Sanitization. Dell shall:

- a. Arrive at the Site, contact the Customers' Site representative and proceed to the Data Sanitization Work Space;
- b. Record the following information on the Data Sanitization Summary for each System: manufacturer, model number, properly seated and functional hard drive(s) serial number(s);
- c. Perform the Data Sanitization on each System;
- d. For each System hard drive on which Data Sanitization is attempted, designate on the Data Sanitization Summary whether the Data Sanitization was successful ("PASS") or unsuccessful ("FAILED");
- e. Remove any hard drive from a System for which the Data Sanitization was unsuccessful and return such hard drive to the Customer's representative; a tag will be attached to the hard drive indicating date/time and reason for the failure (if known);
- f. Return all Systems (excluding hard drives which were not successfully sanitized) to a secured storage location designated by the Customer for future Pick Up;
- g. Provide the Customer with a PDF/CSV version of the Data Sanitization Summary on a USB flash drive (to be provided by the Customer) prior to leaving the Site;
- h. Provide a Data Sanitization Summary to the Customer's Site representative for their review and signature to certify that the Data Sanitization Summary provided in PDF/CSV (in step 2.g above) accurately reflects:
- i. The System hard drives that were successfully sanitized ("PASS") and subsequently moved by Dell to a secured storage location designated by the Customer for future Pick Up; and/or
- j. 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.

#### 3. Pick Up and return to Leasing Agency. Dell's logistics Provider shall:

- a. Arrive at the Site, contact the Customer's Site representative and proceed to the Pick Up Site;



- b. Record a unique Logistics ID for each Piece and record the number of Pieces being removed from the Site;
  - c. Record the manufacturer Serial Number for each personal computer, laptop, monitor, printer, server or enterprise unit;
  - d. Assign a cosmetic grade to each personal computer, laptop, monitor, printer or server based on an external inspection;
    - i. OK – Normal Wear & Tear
    - ii. Good/Fair
    - iii. Damaged
  - e. Bulk package the Equipment using pallets, slip sheets and shrink wrap (Note: the Equipment will not be individually boxed – see Customer Responsibilities);
  - f. Items such as cables, peripherals, port replicators, external drives, keyboards, mice, docking stations will be accumulated, boxed and listed as miscellaneous;
  - g. Provide the Customer with a Shipping Document for signature before leaving the Site; and
  - h. Transport the Equipment to Leasing Agency to arrive no later than 8 business days from the date of Pick Up. (Contingent on acceptance of the shipment by the Leasing Agency as stated in our service level agreement); and
4. **Reporting.** Dell shall deliver to the Customer within thirty five (35) business days<sup>6</sup> from the date of Pick Up the following reports via email:
- a. Data Sanitization Summary;
  - b. Lease Return Report;
  - c. Equipment Settlement Report; and
  - d. Confirmation of Disposal which shall include the following provisions:
    - i. Certificate of Data Sanitization identifying all System hard drive(s) successfully sanitized by Dell during the Data Sanitization process at Customer's Site; and
    - ii. Verification that all other hard drives were sanitized or destroyed.

#### **B. Customer Responsibilities.**

1. **General.** General. THE CUSTOMER SHALL BACKUP ANY DATA OR SOFTWARE THE CUSTOMER DESIRES TO RETAIN PRIOR TO EQUIPMENT BEING MADE AVAILABLE TO DELL. Service provided under this Service Description does not include the restoration of any data or software from Equipment.
2. **Data Sanitization.** The Customer shall:
  - a. Remove/disable all passwords and other access security features and terminate any theft deterrent or laptop tracking software contained within such Equipment from Systems designated for Data Sanitization Services prior to Dell's arrival;
  - b. The Data Sanitization Work Space shall at a minimum include:
    - i. Table/desk space, chairs, electrical outlets with adequate lighting;
    - ii. Space adequate to stack at least 20 desktops to perform concurrent data sanitizations;

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<sup>6</sup> Pick Ups in offshore territories, islands, and other remote or indirect locations may be subject to longer reporting or transportation lead time.



- iii. Sufficient access to electrical power at voltage as applicable for the service and country in scope, and as advised by Dell upon scheduling
  - c. Consolidate and locate all Systems designated for Data Sanitization Services in the same immediate area as the Data Sanitization Work Space;
  - d. Provide a Site representative each day Data Sanitization is scheduled to be performed to direct Dell to the Data Sanitization Work Space and designate the Systems on which Dell should perform the Data Sanitization;
  - e. Provide monitors and external power supplies for use with Systems during the Data Sanitization (monitors not required for portable computers);
  - f. Provide a secured storage location in the same immediate area as the Data Sanitization Work Space for storage of Systems that were successfully Data Sanitized until Pick Up occurs;
  - g. 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 (as defined under Dell's Responsibilities, Section A.2, above ) 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 Pick Up 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
  - h. 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.
3. **Pick Up.** Prior to Pick Up, the Customer shall:
- a. Have contacted the Leasing Agency for appropriate approval/return authorization;
  - b. Provide Dell with Leasing Agency name and address prior to scheduling;
  - c. Declare, at time of Pick Up scheduling, any Site access issues , security restrictions, union labor requests, certificate of insurance requirements, dock restrictions or time restrictions;
  - d. Remove all confidential, proprietary, sensitive or other non-public data and any third party software from any and all Equipment (e.g. hard drives that failed the Data Sanitization, etc.) which was not identified by Dell on the Data Sanitization Summary as being successfully data sanitized ("Pass");
  - e. Remove from Equipment and retain all loose data storage media (e.g. CD, DVD, ZIP);
  - f. Remove from all printers any ink and toner cartridges;
  - g. Verify Equipment contains only computer hardware and no other products such as appliances, office equipment, biohazard waste, biohazard equipment, materials, packaging or boxes;
  - h. Verify Equipment is complete and properly assembled since the value for Equipment that has been disassembled (for example, hard drives, memory or batteries missing from the system) may be reduced or eliminated;
  - i. Unpack/unbox all Equipment and clearly segregate such Equipment from equipment not for Pick Up (please note: if Equipment is packed or boxed by the Customer prior to Pick Up, Dell may require the Pick Up to be rescheduled at the Customer's expense);
  - j. Consolidate the Equipment at each Site (including the Systems that have been successfully Data Sanitized) in a central location which is reasonably accessible by the Dell Logistics Provider; and
  - k. Provide a Site representative to direct Dell's Logistics Provider to the Equipment to ensure correct equipment is removed by Dell's Logistics Provider.
4. **Customer Warranty.** The Customer represents and warrants Customer as follows:



- a. The Customer has removed all confidential, proprietary, sensitive or other non-public data from Equipment, which was not identified by Dell on the Data Sanitization Summary as being successfully sanitized (“PASS”); and
- b. 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 Work Space.

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

### **C. Pricing and Payment Terms.**

The Customer will be charged on a per Piece basis. The Services under this Service Description are only available for twenty (20) or more Systems per Site visit. A minimum charge equivalent to the cost to Data Sanitization and Pick Up twenty (20) Systems will be charged for each visit to each Site during which Data Sanitization Services are performed that does not meet this requirement (geographic limitations may apply and country minimums may vary). The per Piece price will be set forth in a quote generated by Dell.

Miscellaneous items will be aggregated, weighed and billed at the rate of one Piece 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/cellphone, DVD/DVR)

Pick Up and/or recycling of the Customer’s packaging/boxes are not included in the cost of this Service and will incur additional fees.

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

#### **Additional Fees.**

- Services rendered by Dell for Pieces in excess of the amount ordered will be billed at the per Piece price for the associated Service.
- Loose hard drives not in a System will be assessed an additional fee.
- Pieces (Equipment) with more than one hard drive will be charged an additional fee per drive.
- Hard drive greater than 250MB will be assessed an additional fee.
- Standard transportation fees are included in the Service.
  - Piece(s) weighing more than 40lbs or 18 Kg may incur additional transportation fees.
  - Pick Ups in offshore territories, islands and other remote or indirect locations will incur additional fees.
  - Sites requiring access or vehicle restrictions, union labor, time specific or after normal Business Hours will incur additional charges.
- 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 Pick Up attempts by Dell’s Logistics Provider where the Customer or Equipment (e.g. Equipment is packed by the Customer prior to Pick Up, cancellation 48 hours prior to scheduled recovery date) is not ready at the agreed upon date of the Pick Up may result in additional fees.



- The Customer will be responsible for any costs incurred if incorrect Equipment is identified for Pick Up.
- For hard drives that Dell designated as failed during sanitization process, customer would be responsible for any fees from the leasing agency associated with hard drive(s) not returned with the System(s).

#### D. Important Additional Terms

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

**Warranty and 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:

1. **Warranty.** DELL WARRANTS THAT IT WILL PERFORM THE SERVICE WITH COMMERCIALY REASONABLE CARE. DELL MAKES NO OTHER WARRANTY AND DISCLAIMS ALL OTHER WARRANTIES AND CONDITIONS, WHETHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, ANY IMPLIED WARRANTIES OR CONDITIONS OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.
2. **Limitation of Liability.** DELL'S AND ITS SERVICE PROVIDERS' LIABILITY FOR SERVICES PROVIDED IN ACCORDANCE WITH THIS SERVICE DESCRIPTION, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH LIABILITY, WILL BE AT ALL TIMES SUBJECT TO THE FOLLOWING LIMITATIONS AND EXCLUSIONS:
  - a. IN NO EVENT SHALL DELL BE LIABLE (WHETHER IN CONTRACT, TORT OR OTHERWISE) FOR ANY OF THE FOLLOWING: (I) LOST PROFITS, LOSS OR CORRUPTION OF DATA OR SOFTWARE, LOSS OF BUSINESS OR COMPLIANCE WITH THIRD PARTY REQUIREMENTS THAT MAY APPLY TO DATA ON EQUIPMENT, (II) CONSEQUENTIAL, SPECIAL, INDIRECT, INCIDENTAL OR PUNITIVE (IF APPLICABLE) DAMAGES, OR (III) ANY THIRD PARTY CLAIM.
  - b. 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 THE LIABILITY CAP SET FORTH IN SECTION D.2.d BELOW.
  - c. 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 LOSS OR DAMAGE CHARGE ASSESSED BY THE LESSOR OF THE EQUIPMENT BUT IN NO EVENT GREATER THAN THE RESIDUAL VALUE ESTABLISHED BY THE LESSOR.
  - d. DELL'S AGGREGATE LIABILITY (WHETHER IN CONTRACT, TORT OR OTHERWISE) FOR ANY AND ALL CLAIMS OF LIABILITY ARISING OUT OF, OR IN CONNECTION WITH THIS



SERVICE DESCRIPTION WITHIN ANY CALENDAR YEAR SHALL NOT EXCEED THE TOTAL AMOUNT OF FEES PAID OR PAYABLE BY CUSTOMER UNDER THIS SERVICE DESCRIPTION IN SUCH CALENDAR YEAR.

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



## Service Attachment 6

# IT Asset Lease Return with Offsite Data Sanitization – (Expires 4 years from purchase)

### A. Dell's Responsibilities.

#### 1. Scheduling.

- a. **Pick Up.** Dell will assign Dell's Logistics Provider for Pick Up and shipping of Equipment. Dell's Logistics Provider will contact the Customer to confirm Piece count and schedule each Site for Pick Up at a mutually agreeable date during Business Hours. Pick Up will generally be scheduled no earlier than three (3) business days after the date of contact.

#### 2. Pick Up. Dell's Logistics Provider shall:

- a. Arrive at the Site, contact the Customer's Site representative and proceed to the Pick Up Site;
- b. Record a unique Logistics ID for each Piece and record the number of Pieces being removed from the Site on the Shipping Document report;
- c. Record the manufacturer Serial Number for each personal computer, laptop, monitor, printer, server or enterprise unit;
- d. Assign a cosmetic grade to each personal computer, laptop, monitor printer, server or enterprise unit based on an external inspection;
  - i. OK – Normal Wear & Tear
  - ii. Good/Fair
  - iii. Damaged;
- e. Bulk package the Equipment using pallets, slip sheets and shrink wrap (Note: the Equipment will not be individually boxed – see Customer Responsibilities);
- f. Items such as cables, peripherals, port replicators, external drives, keyboards, mice, docking stations will be accumulated, boxed and listed as miscellaneous;
- g. Provide the Customer with a Shipping Document for signature before leaving the Site; and
- h. Transport the Equipment to Dell's processing site.

#### 3. Processing. Upon arrival at Dell's equipment processing site, Dell will:

- a. Audit:
  - i. Record the Logistics ID for each Piece into an inventory tracking system;
  - ii. Record the following information for each desktop or portable computer, monitor and printer in the Equipment Settlement Report:
    - make, model, manufacturer, Serial Number, Asset Tag (if any), and screen size (if applicable);
  - iii. Record the following for each loose hard drive in the Equipment Settlement Report:
    - make, model number, manufacturer, Serial Number (if any);
  - iv. Record the following for all other Pieces:
    - a description sufficient to identify the Piece, condition of the Piece, manufacturer, Serial Number (if applicable), Asset Tag number (if applicable) and the weight of the Piece;
  - v. Remove any Asset Tags.





- b. Functional Test: Test and record the results for the following Pieces in the Equipment Settlement Report:
    - i. Desktop, portable computer, server or enterprise unit:
      - Functionality
      - Amount of Ram
      - Number and size of hard drives
      - Processor speed
      - CD Rom or DVD installed
      - Visual inspection of working LCD (portable computers)
    - ii. Monitors: functionality
    - iii. Printers: functionality
    - iv. Other IT hardware: functionality
  - c. Cosmetic Grading: For all Equipment that is functionally tested, the cosmetic condition of each Piece will be recorded in the Equipment Settlement Report, for example as follows: (Note: Grading legends may vary by region)
    - i. Class “C”: Used Equipment, complete and functional with normal wear and tear.
    - ii. Class “D”: Used Equipment missing components or with cosmetic damage that is in excess of normal wear and tear.
    - iii. Class “S” or “Scrap”: Used Equipment (ineligible for resale) to be recycled or broken down for parts. Also includes Equipment that is no longer marketable, is missing major components or is cosmetically damaged so that it cannot be resold.
  - d. Disposition of Hard Drives:
    - i. Perform data sanitization with methods aligned to the NIST 800-88 r1 standard on functional and properly seated hard drives
    - ii. In the event that data sanitization is unsuccessful, Dell will destroy and dispose of all other hard drives in such a manner as to meet all applicable local country and state regulatory laws and requirements.
4. **Return to Leasing Agency.** Dell will
- a. Bulk package the Equipment using pallets, slip sheets and shrink wrap (Note: the Equipment will not be individually boxed – see Customer Responsibilities);
  - b. Transport the Equipment to Leasing Agency to arrive no later than 21 business days from the date of Pick Up. (Contingent on acceptance of the shipment by the Leasing Agency as stated in our service level agreement); and
5. **Reporting.** Dell shall deliver to the Customer within thirty five (35) business days<sup>7</sup> from the date of Pick Up the following reports via email:
- a. Equipment Settlement Report;
  - b. Lease Return Report;
  - c. Confirmation of Disposal which shall include the following provisions:
    - i. Certificate of Data Sanitization identifying all System hard drive(s) successfully sanitized by Dell during the Data Sanitization process;

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<sup>7</sup> Pick Ups in offshore territories, islands, and other remote or indirect locations may be subject to longer reporting or transportation lead time.



- ii. Verification that all other hard drives were sanitized or destroyed in accordance with Section A.3.d. above;
  - iii. Verification that all other Equipment was disposed/recycled in accordance with applicable local country and state regulatory requirements and guidelines
- d. Lease Return Report.

## **B. Customer Responsibilities.**

1. **General.** THE CUSTOMER SHALL BACKUP ANY DATA OR SOFTWARE THE CUSTOMER DESIRES TO RETAIN PRIOR TO EQUIPMENT BEING MADE AVAILABLE TO DELL. Service provided under this Service Description does not include the restoration of any data or software from Equipment.
2. **Data Removal.** This Service is not designed for disposal of Equipment containing confidential, proprietary, sensitive or other non-public data of the Customer. THE CUSTOMER SHALL REMOVE ANY AND ALL CONFIDENTIAL, PROPRIETARY, SENSITIVE OR OTHER NON-PUBLIC DATA AND ANY THIRD PARTY SOFTWARE FROM ALL EQUIPMENT PRIOR TO PICK UP BY DELL'S LOGISTICS PROVIDER.
3. **Pick Up.** Prior to Pick Up, the Customer shall:
  - a. Have contacted the Leasing Agency for appropriate approval/return authorization;
  - b. Provide Dell with Leasing Agency name and address prior to scheduling;
  - c. Declare, at time of Pick Up scheduling, any Site access issues, security restrictions, union labor request, certificate of insurance requirements, dock restrictions or time restrictions;
  - 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. CD, DVD, ZIP);
  - h. Remove from all printers any ink and toner cartridges;
  - i. Verify Equipment contains only computer hardware and no other products such as appliances, office equipment, biohazard waste, biohazard equipment, materials, packaging or boxes;
  - j. Verify Equipment is complete and properly assembled since the value for Equipment that has been disassembled (for example, hard drives, memory or batteries missing from the system) may be reduced or eliminated;
  - k. Unplug/un-rack/unpack/unbox all Equipment and clearly segregate such Equipment from equipment not for Pick Up (please note: if Equipment is packed or boxed by the Customer prior to Pick Up, Dell may require the Pick Up to be rescheduled at the Customer's expense or customer can sign Customer Pack Waiver to allow shipping of assets packed or shrink wrapped by customer);
  - l. Consolidate the Equipment at each Site in a central location which is reasonably accessible by the Dell Logistics Provider ("Pick Up Site"); and
  - m. Provide a Site representative to direct Dell's Logistics Provider to the Equipment to ensure correct equipment is removed by Dell's Logistics Provider.
4. **Customer Warranty.** The Customer represents and warrants Customer has removed and made unretrievable any and all confidential, proprietary, sensitive or other non-public data, including any personal information which could be used to identify an individual, from Equipment.



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

Additionally, 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.

**C. Pricing and Payment Terms.**

Customer will be charged on a per Piece basis subject to the minimum collection quantity indicated in the Dell Region matrix below. For quantities below the regional minimum, a charge equivalent to the cost of the stated minimum will be charged per collection.

<b>Dell Region*</b>	<b>United States</b>	<b>Canada, Europe, Middle East, Africa</b>	<b>APJ</b>
Minimum Pieces per Collection	10 Pieces	20 Pieces	30 Pieces

\*Geographic limitations may apply and country minimums may vary

The per Piece price will be set forth in a quote generated by Dell and includes the associated cables, peripherals, docking stations, port replicators, external drives, keyboards and mice.

Miscellaneous items will be aggregated, weighed and billed at the rate of one Piece 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/cellphone, DVD/DVR)

Pick Up and/or recycling of the Customer's packaging/boxes are not included in the cost of this Service and will incur additional fees.

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

**Additional Fees.**

- Services rendered by Dell for Pieces in excess of the amount ordered will be billed at the per Piece price for the associated Service.
- Pieces (Equipment) with more than one hard drive will be charged an additional fee per drive.
- Loose hard drives not in a system will be assessed an additional fee.
- Standard transportation fees are included in the Service.



- Piece(s) weighing more than 40 lbs or 18 kg may incur additional **transportation fees**.
  - Pick Ups in offshore territories, islands and other remote or indirect locations will incur additional fees.
  - Sites requiring access or vehicle restrictions, union labor, time specific or after normal business hours will incur additional charges.
  - Miscellaneous items requiring itemization or serialization will incur additional charges.
- 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 Pick Up attempts by Dell's Logistics Provider where the Customer or Equipment (e.g. Equipment is packed by the Customer prior to Pick Up, site restrictions not communicated, cancellation 48 hours prior to scheduled recovery date) is not ready at the agreed upon date of the Pick Up may result in additional fees.
- The Customer will be responsible for any costs incurred if incorrect Equipment is identified for Pick Up.
- For hard drives that failed during sanitization process that Dell destroyed, customer would be responsible for any fees from the leasing agency associated with the hard drive(s) not returned with the system(s).

#### D. Important Additional Terms

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

**Warranty and 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:

1. **Warranty.** DELL WARRANTS THAT IT WILL PERFORM THE SERVICE WITH COMMERCIALY REASONABLE CARE. DELL MAKES NO OTHER WARRANTY AND DISCLAIMS ALL OTHER WARRANTIES AND CONDITIONS, WHETHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, ANY IMPLIED WARRANTIES OR CONDITIONS OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.
2. **Limitation of Liability.** DELL'S AND ITS SERVICE PROVIDERS' LIABILITY FOR SERVICES PROVIDED IN ACCORDANCE WITH THIS SERVICE DESCRIPTION, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH LIABILITY, WILL BE AT ALL TIMES SUBJECT TO THE FOLLOWING LIMITATIONS AND EXCLUSIONS:
  - a. IN NO EVENT SHALL DELL BE LIABLE (WHETHER IN CONTRACT, TORT OR OTHERWISE) FOR ANY OF THE FOLLOWING: (I) LOST PROFITS, LOSS OR CORRUPTION OF DATA OR SOFTWARE, LOSS OF BUSINESS OR COMPLIANCE WITH THIRD PARTY REQUIREMENTS THAT MAY APPLY TO DATA ON EQUIPMENT, (II) CONSEQUENTIAL, SPECIAL, INDIRECT, INCIDENTAL OR PUNITIVE (IF APPLICABLE) DAMAGES, OR (III) ANY THIRD PARTY CLAIM.
  - b. IN NO EVENT SHALL DELL BE LIABLE (WHETHER IN CONTRACT, TORT OR OTHERWISE) FOR ANY DAMAGES ARISING FROM OR RELATING TO THE CORRUPTION, LOSS, DISCLOSURE OR USE OF DATA, CONFIDENTIAL INFORMATION OR THIRD PARTY SOFTWARE WHICH CUSTOMER FAILS TO REMOVE FROM ANY EQUIPMENT PRIOR TO MAKING SUCH EQUIPMENT AVAILAble TO DELL FOR PICK UP HEREUNDER.
  - c. 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 LOSS OR DAMAGE CHARGE ASSESSED BY THE LESSOR OF THE EQUIPMENT BUT IN NO EVENT GREATER THAN THE RESIDUAL VALUE ESTABLISHED BY THE LESSOR.

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

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



## Service Attachment 7

# IT Asset Lease Return Transportation Only – (Expires 4 years from purchase)

### A. Dell's Responsibilities.

#### 1. Scheduling.

- a. Pick Up. Dell will assign Dell's Logistics Provider for Pick Up and shipping of Equipment. Dell's Logistics Provider will contact the Customer to confirm Piece count and schedule each Site for Pick Up at a mutually agreeable date during Business Hours. Pick Up will generally be scheduled no earlier than three (3) business days after the date of contact.

#### 2. Pick Up and return to Leasing Agency. Dell's logistics Provider shall:

- a. Arrive at the Site, contact the Customer's Site representative and proceed to the Pick Up Site;
- b. Record a unique Logistics ID for each Piece and record the number of Pieces being removed from the Site;
- c. Record the manufacturer Serial Number for each personal computer, laptop, monitor, printer, server or enterprise unit;
- d. Assign a cosmetic grade to each personal computer, laptop, monitor, printer or server based on an external inspection;
  - i. OK – Normal Wear & Tear
  - ii. Good/Fair
  - iii. Damaged
- e. Bulk package the Equipment using pallets, slip sheets and shrink wrap (Note: the Equipment will not be individually boxed – see Customer Responsibilities);
- f. Items such as cables, peripherals, port replicators, external drives, keyboards, mice, docking stations will be accumulated, boxed and listed as miscellaneous;
- g. Provide the Customer with a Shipping Document for signature before leaving the Site; and
- h. Transport the Equipment to Leasing Agency to arrive no later than 8 business days from the date of Pick Up. (Contingent on acceptance of the shipment by the Leasing Agency as stated in our service level agreement); and

3. **Reporting.** Dell shall deliver to the Customer within thirty five (35) business days<sup>8</sup> from the date of Pick Up the Lease Return Report via email.

### B. Customer Responsibilities.

1. **General.** THE CUSTOMER SHALL BACKUP ANY DATA OR SOFTWARE THE CUSTOMER DESIRES TO RETAIN PRIOR TO EQUIPMENT BEING MADE AVAILABLE TO DELL. Service provided under this Service Description does not include the restoration of any data or software from Equipment.
2. **Data Removal.** This Service is not designed for disposal of Equipment containing confidential, proprietary, sensitive or other non-public data of the Customer. THE CUSTOMER SHALL REMOVE ANY AND ALL CONFIDENTIAL, PROPRIETARY, SENSITIVE OR OTHER NON-

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<sup>8</sup> Pick Ups in offshore territories, islands, and other remote or indirect locations may be subject to longer reporting or transportation lead time.



PUBLIC DATA AND ANY THIRD PARTY SOFTWARE FROM ALL EQUIPMENT PRIOR TO PICK UP BY DELL'S LOGISTICS PROVIDER.

3. **Pick Up.** Prior to Pick Up, the Customer shall:
  - a. Have contacted the Leasing Agency for appropriate approval/return authorization;
  - b. Provide Dell with Leasing Agency name and address prior to scheduling;
  - c. Declare, at time of Pick Up scheduling, any Site access issues, security restrictions, union labor request, certificate of insurance requirements, dock restrictions or time restrictions;
  - 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. CD, DVD, ZIP);
  - h. Remove from all printers any ink and toner cartridges;
  - i. Verify Equipment contains only computer hardware and no other products such as appliances, office equipment, biohazard waste, biohazard equipment, materials, packaging or boxes;
  - j. Verify Equipment is complete and properly assembled since the value for Equipment that has been disassembled (for example, hard drives, memory or batteries missing from the system) may be reduced or eliminated;
  - k. Unplug/un-rack/unpack/unbox all Equipment and clearly segregate such Equipment from equipment not for Pick Up (please note: if Equipment is packed or boxed by the Customer prior to Pick Up, Dell may require the Pick Up to be rescheduled at the Customer's expense or customer can sign Customer Pack Waiver to allow shipping of assets packed or shrink wrapped by customer);
  - l. Consolidate the Equipment at each Site in a central location which is reasonably accessible by the Dell Logistics Provider ("Pick Up Site"); and
  - m. Provide a Site representative to direct Dell's Logistics Provider to the Equipment to ensure correct equipment is removed by Dell's Logistics Provider.
4. **Customer Warranty.** The Customer represents and warrants that Customer has removed and made unretrievable any and all confidential, proprietary, sensitive or other non-public data, including any personal information which could be used to identify an individual, from Equipment.

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

Additionally, 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.



### C. Pricing and Payment Terms.

Customer will be charged on a per Piece basis subject to the minimum collection quantity indicated in the Dell Region matrix below. For quantities below the regional minimum, a charge equivalent to the cost of the stated minimum will be charged per collection.

Dell Region*	United States	Canada, Europe, Middle East, Africa	APJ
Minimum Pieces per Collection	10 Pieces	20 Pieces	30 Pieces

\*Geographic limitations may apply and country minimums may vary

The per Piece price will be set forth in a quote generated by Dell and includes the associated cables, peripherals, docking stations, port replicators, external drives, keyboards and mice.

Miscellaneous items will be aggregated, weighed and billed at the rate of one Piece 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/cellphone, DVD/DVR)

Pick Up and/or recycling of the Customer's packaging/boxes are not included in the cost of this Service and will incur additional fees.

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

#### Additional Fees.

- Services rendered by Dell for Pieces in excess of the amount ordered will be billed at the per Piece price for the associated Service.
- Pieces (Equipment) with more than one hard drive will be charged an additional fee per drive.
- Loose hard drives not in a system will be assessed an additional fee.
- Standard transportation fees are included in the Service.
- Piece(s) weighing more than 40 lbs or 18 kg may incur additional **transportation fees**.
  - Pick Ups in offshore territories, islands and other remote or indirect locations will incur additional fees.
  - Sites requiring access or vehicle restrictions, union labor, time specific or after normal Business Hours will incur additional charges.
  - Miscellaneous items requiring itemization or serialization will incur additional charges.
- 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 Pick Up attempts by Dell's Logistics Provider where the Customer or Equipment (e.g. Equipment is packed by the Customer prior to Pick Up, site restrictions not communicated,





cancellation 48 hours prior to scheduled recovery date) is not ready at the agreed upon date of the Pick Up may result in additional fees.

- The Customer will be responsible for any costs incurred if incorrect Equipment is identified for Pick Up.

#### D. Important Additional Terms

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

**Warranty and 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:

1. **Warranty.** DELL WARRANTS THAT IT WILL PERFORM THE SERVICE WITH COMMERCIALY REASONABLE CARE. DELL MAKES NO OTHER WARRANTY AND DISCLAIMS ALL OTHER WARRANTIES AND CONDITIONS, WHETHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, ANY IMPLIED WARRANTIES OR CONDITIONS OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.
2. **Limitation of Liability.** DELL'S AND ITS SERVICE PROVIDERS' LIABILITY FOR SERVICES PROVIDED IN ACCORDANCE WITH THIS SERVICE DESCRIPTION, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH LIABILITY, WILL BE AT ALL TIMES SUBJECT TO THE FOLLOWING LIMITATIONS AND EXCLUSIONS:
  - a. IN NO EVENT SHALL DELL BE LIABLE (WHETHER IN CONTRACT, TORT OR OTHERWISE) FOR ANY OF THE FOLLOWING: (I) LOST PROFITS, LOSS OR CORRUPTION OF DATA OR SOFTWARE, LOSS OF BUSINESS OR COMPLIANCE WITH THIRD PARTY REQUIREMENTS THAT MAY APPLY TO DATA ON EQUIPMENT, (II) CONSEQUENTIAL, SPECIAL, INDIRECT, INCIDENTAL OR PUNITIVE (IF APPLICABLE) DAMAGES, OR (III) ANY THIRD PARTY CLAIM.
  - b. IN NO EVENT SHALL DELL BE LIABLE (WHETHER IN CONTRACT, TORT OR OTHERWISE) FOR ANY DAMAGES ARISING FROM OR RELATING TO THE CORRUPTION, LOSS, DISCLOSURE OR USE OF DATA, CONFIDENTIAL INFORMATION OR THIRD PARTY SOFTWARE WHICH CUSTOMER FAILS TO REMOVE FROM ANY EQUIPMENT PRIOR TO MAKING SUCH EQUIPMENT AVAILABLE TO DELL FOR PICK UP HEREUNDER.
  - c. 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 LOSS OR DAMAGE CHARGE ASSESSED BY THE LESSOR OF THE EQUIPMENT BUT IN NO EVENT GREATER THAN THE RESIDUAL VALUE ESTABLISHED BY THE LESSOR.
  - d. DELL'S AGGREGATE LIABILITY (WHETHER IN CONTRACT, TORT OR OTHERWISE) FOR ANY AND ALL CLAIMS OF LIABILITY ARISING OUT OF, OR IN CONNECTION WITH THIS SERVICE DESCRIPTION WITHIN ANY CALENDAR YEAR SHALL NOT EXCEED THE TOTAL AMOUNT OF FEES PAID OR PAYABLE BY CUSTOMER UNDER THIS SERVICE DESCRIPTION IN SUCH CALENDAR YEAR.

DELL DOES NOT LIMIT ITS LIABILITY FOR FRAUD, PERSONAL INJURY OR DEATH ARISING FROM ITS NEGLIGENCE OR ANY OTHER LOSS THAT CANNOT BE LIMITED UNDER APPLICABLE LAW. IN THE EVENT APPLICABLE LAW PROHIBITS IN ANY PART ANY LIMITATION



OF LIABILITY IN THIS SERVICE DESCRIPTION, THE PARTIES AGREE THAT SUCH LIMITATION SHALL BE MODIFIED, WITHOUT FURTHER ACTION OF EITHER PARTY, SO AS TO BROADLY APPLY TO THE MAXIMUM EFFECT ALLOWED BY APPLICABLE LAW.



## Service Attachment 8

# Onsite Data Sanitization – (Expires 4 years from purchase)

Onsite Data Sanitization is not available under this Service Description for server hard drives.

### A. Dell's Responsibilities

1. **Scheduling.**
  - a. Data Sanitization. Dell will contact the Customer to schedule the Data Sanitization at each Site for a mutually agreeable time during Business Hours. Data Sanitization will generally be scheduled no earlier than ten (10) business days after the date of contact.
2. **Data Sanitization.** Dell shall:
  - a. Arrive at the Site, contact the Customer's Site representative and proceed to the Data Sanitization Work Space;
  - b. Record the following information on the Data Sanitization Summary for each System: manufacturer, model number, properly seated and functional hard drive(s) serial number(s);
  - c. Perform the Data Sanitization on each System;
  - d. For each System hard drive on which Data Sanitization is attempted, designate on the Data Sanitization Summary whether the Data Sanitization was successful ("PASS") or unsuccessful ("FAILED");
  - e. Remove any hard drive from a System for which the Data Sanitization was unsuccessful and return such hard drive to the Customer's Site representative; a tag will be attached to the hard drive indicating date/time and reason for the failure (if known);
  - f. Return all Systems (excluding hard drives which were not successfully sanitized) to a secured storage location designated by the Customer;
  - g. Provide the Customer with a PDF/CSV version of the Data Sanitization Summary on a USB flash drive (to be provided by the Customer) prior to leaving the Site;
  - h. Provide a Data Sanitization Acknowledgement Form to the Customer's Site representative for their review and signature to certify that the Data Sanitization Summary provided in PDF/CSV (in step 2.g above) accurately reflects:
    - i. The System hard drives that were successfully sanitized ("PASS") and subsequently moved by Dell to a secured storage location designated by the Customer; and/or
    - 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.
3. **Reporting:** Dell shall deliver to the Customer within thirty five (35) business days from the date of receipt of the Data Sanitization Acknowledgement Form the following reports via email:
  - a. Equipment Settlement Report; and
  - b. Confirmation of Disposal



## B. Customer Responsibilities

1. **General.** THE CUSTOMER SHALL BACKUP ANY DATA OR SOFTWARE THE CUSTOMER DESIRES TO RETAIN PRIOR TO EQUIPMENT BEING MADE AVAILABLE TO DELL. Service provided under this Service Description does not include the restoration of any data or software from Equipment.
2. **Data Sanitization.** The Customer shall:
  - a. Remove/disable all passwords and other access security features and terminate any theft deterrent or laptop tracking software contained within such Equipment from Systems designated for Data Sanitization Services prior to Dell's arrival;
  - b. The Data Sanitization Work Space shall at a minimum include:
    - 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. Sufficient access to electrical power at voltage as applicable for the service and country in scope, and as advised by Dell upon scheduling
  - c. Consolidate and locate all Systems designated for Data Sanitization Services in the same immediate area as the Data Sanitization Work Space;
  - d. Provide a Site representative each day Data Sanitization is scheduled to be performed to direct Dell to the Data Sanitization Work Space and designate the Systems on which Dell should perform the Data Sanitization;
  - e. Provide monitors and external power supplies for use with Systems during the Data Sanitization (monitors not required for portable computers);
  - f. Provide a secured storage location in the same immediate area as the Data Sanitization Work Space for storage of Systems that were successfully Data Sanitized;
  - g. 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 (as defined under Dell's Responsibilities, Section A.2. above ) 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 Pick Up 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
  - h. 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.
3. **Customer Warranty.** The Customer represents and warrants that 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 Work Space.

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

## C. Pricing and Payment Terms

The Customer will be charged on a per Piece basis. The Services under this Service Description are only available for twenty (20) or more Systems per Site visit. A minimum charge equivalent to the cost to Data Sanitization (20) Systems will be charged for each visit to each Site during which Data Sanitization Services are performed that does not meet this requirement (geographic limitations may



apply and country minimums may vary). The per Piece price will be set forth in a quote generated by Dell.

The Customer hereby agrees to pay the price for each Piece 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 set off amounts due to Dell under this Service Description against the amounts otherwise payable by Dell to the Customer hereunder.

#### **Additional Fees.**

- Services rendered by Dell for Pieces in excess of the amount ordered will be billed at the per Piece price for the associated Service.
- Loose hard drives not in a system will be assessed an additional fee.
- Pieces (Equipment) with more than one hard drive will be charged an additional fee per drive.
- Hard drive greater than 250 MB will be assessed an additional fee.
- Locations in offshore territories, islands and other remote or indirect locations may incur additional fees.
- Sites requiring access or vehicle restrictions, union labor, time specific or after normal Business Hours will incur additional charges.
- If the Customer, the Site and/or the Equipment, does not conform to the requirements set forth in this Service Description, or the Customer is somehow otherwise not ready for the Data Sanitization to be undertaken as scheduled, the applicable Services may need to be rescheduled and/or additional fees will apply.
- The Customer will be responsible for any costs incurred, and Dell shall have no responsibility or liability whatsoever, if incorrect Systems are identified for Data Sanitization.

#### **D. Important Additional Terms**

**Warranty and 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:

1. **Warranty.** DELL WARRANTS THAT IT WILL PERFORM THE SERVICE WITH COMMERCIALY REASONABLE CARE. DELL MAKES NO OTHER WARRANTY AND DISCLAIMS ALL OTHER WARRANTIES AND CONDITIONS, WHETHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, ANY IMPLIED WARRANTIES OR CONDITIONS OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.
2. **Limitation of Liability.** DELL'S AND ITS SERVICE PROVIDERS' LIABILITY FOR SERVICES PROVIDED IN ACCORDANCE WITH THIS SERVICE DESCRIPTION, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH LIABILITY, WILL BE AT ALL TIMES SUBJECT TO THE FOLLOWING LIMITATIONS AND EXCLUSIONS:
  - a. IN NO EVENT SHALL DELL BE LIABLE (WHETHER IN CONTRACT, TORT OR OTHERWISE) FOR ANY OF THE FOLLOWING: (I) LOST PROFITS, LOSS OR CORRUPTION OF DATA OR SOFTWARE, LOSS OF BUSINESS OR COMPLIANCE WITH THIRD PARTY REQUIREMENTS THAT MAY APPLY TO DATA ON EQUIPMENT, (II) CONSEQUENTIAL, SPECIAL, INDIRECT, INCIDENTAL OR PUNITIVE (IF APPLICABLE) DAMAGES, OR (III) ANY THIRD PARTY CLAIM.



- b. 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 THE LIABILITY CAP SET FORTH IN SECTION D.2.d BELOW.
- c. 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 UEPP FOR THE MONTH IN WHICH THE ITEM WAS FIRST DISCOVERED AS LOST.
- d. DELL'S AGGREGATE LIABILITY (WHETHER IN CONTRACT, TORT OR OTHERWISE) FOR ANY AND ALL CLAIMS OF LIABILITY ARISING OUT OF, OR IN CONNECTION WITH THIS SERVICE DESCRIPTION WITHIN ANY CALENDAR YEAR SHALL NOT EXCEED THE TOTAL AMOUNT OF FEES PAID OR PAYABLE BY CUSTOMER UNDER THIS SERVICE DESCRIPTION IN SUCH CALENDAR YEAR.

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

