

Service Description

Basic Hardware Service

Introduction

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

The Scope of Your Service Agreement

This Service provides technical support options, service parts and related labor services to address Qualified Incidents (as defined below). The applicable service response level is identified on Customer’s Order Form for the Supported Product(s) (as defined below). Available service response levels vary by Customer location and may include the following:

- Return for Repair: Mail-In Service, Carry-In Service, or Collect & Return Service (varies by country)
- Parts Only Service
- Onsite Service
- Advanced Exchange

For more details on the service response options and levels, please review [Exhibit A](#).

Hardware Coverage Limitations:

Dell’s Limited Hardware Warranty will apply to the Supported Product, and is available for review at www.dell.com/warranty for U.S. and Canadian customers. Outside of the United States and Canada, the terms and conditions describing the warranty applicable to the Supported Product may be available at the regional Dell.com website that corresponds to the geographic location where the Supported Product was purchased, or such other geographic location to which the Supported Product was relocated in accordance with Section 4.F. or 4.G. of the Additional Terms & Conditions Applicable to Support & Warranty-Related Services section below. Hardware coverage limitations may apply and service offerings may be available to extend these hardware limitations for an additional fee. These coverage limitations are set forth on www.dell.com/servicecontracts, and are applicable to Supported Products in all geographic locations, unless any specific limitation is prohibited under local law applicable where the Supported Product is located at the time that service is requested by Customer, including, but not limited to the following limitations:

- batteries carry a base 1-year limited hardware warranty when included as part of a standard portable configuration, regardless of the length of the warranty applicable to the Supported Product. Dell may provide the option of purchasing a battery that comes with a 3-year warranty extension for certain Supported Products;
- Series 5, 6 or 7 PowerEdge™ RAID Controller (PERC) batteries may provide up to 72 hours of controller cache memory backup power when new, but under a Dell Limited Hardware Warranty, Dell warrants that the battery will provide at least 24 hours of backup coverage during the first year of the applicable Dell Limited Hardware Warranty period;



- any Supported Product with a Series 8 PERC controller battery comes with a 3-year limited hardware warranty, which cannot be extended beyond 3 years.
- Serial ATA (SATA) hard drives in PowerEdge, PowerEdge SC and PowerVault™ systems carry lesser of either a 1-year limited hardware warranty or the length of the limited hardware warranty for the Dell system with which the SATA hard drive is shipped. Service offerings, such as Dell ProSupport™, may be available to extend the SATA hard drive warranty period on these systems for an additional fee.
- All variants of PowerEdge Express Flash PCI Express (PCIe) SSD devices carry the length of the limited hardware warranty coverage for the Dell system with which the PowerEdge Express Flash PCIe SSD device is shipped. PowerEdge Express Flash PCIe SSD devices are not eligible for purchase of extended warranty coverage beyond a total of 5 years of coverage from the original shipment date. Additionally, PowerEdge Express Flash PCIe SSD devices use a silicon technology that has a maximum number of physical bytes that can be written to the device (the Device Life). The applicable limited hardware warranty covers failures due to defects in workmanship and/or materials, but does not cover problems related to the device reaching its maximum Device Life.
- Except for SAS solid-state drives (SSDs) used in PS Series and SC Series products, enterprise SATA, SAS and NVMe SSDs are not eligible for purchase of extended warranty coverage beyond 3 years from the original shipment date, unless purchased with a separate service offering, such as Dell ProSupport™, Dell ProSupport Plus or Dell ProSupport Flex services, which may be available to provide longer service periods for an additional fee. All such devices have a maximum number of physical bytes that can be written to the device (the Device Life). The applicable limited hardware warranty covers failures due to defects in workmanship and/or materials, but does not cover problems related to the device reaching its maximum Device Life.
- Support for Dell Wyse 5030 PCoIP zero client systems, 5050 AiO zero client systems and Wyse 7030 PCoIP zero client systems containing Teradici® firmware version 5.4.1 preinstalled or any prior version, and updates up to Teradici® firmware version 5.5.1, will be provided to Customer during the Term (as defined below) of the Supported Product. If Customer would like to purchase a license to Teradici firmware version 6.0 or later, Customer should contact Dell Sales for more information and to discuss corresponding support options.

A Supported Product or a component of a Supported Product that carries a limited lifetime warranty will be serviced by Dell according to the service description that corresponds to the service reflected on your invoice for the duration of the term reflected for such service. After the term of such service expires, subsequent Qualified Incidents related to a Supported Product or component with a limited lifetime warranty will be serviced pursuant to this Dell Basic Hardware Service Description. Basic Hardware Service contract available at www.Dell.com/ServiceContracts/global.

Dell's Limited Hardware Warranty and/or the warranty applicable to your Supported Product(s) outside the U.S. and Canada, and the Services do not cover commercial hardware products that use, or in which have been installed, products or components that have not been provided by Dell. Your Dell Limited Hardware Warranty and/or the warranty applicable to your Supported Product(s) outside the U.S. and Canada and corresponding entitlement to the Services may be voided if third party products that were not provided by Dell are installed in your Dell system.

Non-service tag Client Peripheral Product



Follow Dell Global Policy to provide services support. There are three ways to verify and provide warranty support of non-service tag Client Peripheral products (“**Client Peripheral**”):

- If the Client Peripheral is used with the Dell Client hardware system, the Client Peripheral shall inherit the Client hardware’s warranty entitlement (provided that this warranty entitlement is higher than the original warranty entitlement of the Client Peripheral, failing which the original warranty entitlement of the Client Peripheral shall apply), Tech support shall use the Dell Client hardware system’s Service Tag to verify warranty entitlement and provide support to the Client Peripheral.
- If the Client Peripheral is not used with the Dell Client hardware system, Customer needs to provide proof of purchase (invoice or receipt) to identify the warranty period of such Client Peripheral.
- If the Client Peripheral is not used with the Dell Client hardware system, and Customer is unable to provide the proof of purchase (invoice or receipt) of such Client Peripheral, tech support shall use the Client Peripheral’s PPID to identify the manufacturing date for purposes of determining the warranty period. The total warranty entitlement duration for such Client Peripheral shall be an additional sixty (60) day stocking grace period added upon the manufacturing date.

How to Contact Dell if You Require Service

Self Help Resolution: For self-help assistance such as driver updates, please consider using a growing number of self-help and diagnostic tools found at www.dell.com/support/home.

All Basic Hardware Service offerings, except Parts Only Service, are entitled to the following technical service and support:

- Telephone support services, which provide hardware troubleshooting during local business hours, excluding local national holidays.
- Technical support services through instant online chat (where available) and e-mail.

Note: Service offerings may vary by geographic region. For Supported Products purchased from a Dell’s Authorized Reseller, Customer may contact Dell’s Authorized Reseller to identify the applicable service response level for Customer’s Supported Products.

Self Help Resolution: For self-help assistance such as driver updates, please consider using a growing number of self-help and diagnostic tools found at www.dell.com/support/home.

Low-Urgency Technical Service Resolution: For issues that are of low-urgency, please consider contacting Dell technical support service through instant online chat or e-mail available at www.dell.com/support/home.

Telephone-Based Resolution: Basic Hardware Service technicians (“**Dell Technicians**”) are available by telephone during local business hours, excluding local national holidays. Local telephone support numbers are available at www.dell.com/support/home.

Before contacting Dell Technician, please have the following available:

- Service Tag (as defined below), Express Service Code, and Model Number of the Supported Product.
- A description of the problem and any troubleshooting steps taken prior to calling Dell Technician.
- The case number if one has already been assigned through prior contact with Dell Technician.
- Physical access to the Supported Product during the troubleshooting process.

The Dell Technician will also verify the service level for the Supported Product and assist Customer with a series of troubleshooting steps to help diagnose the issue. The Dell Technician may ask that the Customer to open the product case, remove hardware, manipulate software, or perform other diagnostic activities.

If the Supported Product is no longer within its applicable hardware warranty term or the issue is outside the scope of this Service, diagnosis and remedy of the issue may still be available, but at an additional fee.



If Customer would like to receive an operating system backup copy or restore media, then, if available, Customer shall create an operating system back up copy or restore media using utilities on Customer's Supported Product or at www.dell.com/support/home. Customer may incur a shipping charge if Customer requests a physical copy of operating system media from Dell.

Service Parts

Regardless of the service response level purchased, some component parts are specifically designed for easy Customer removal and replacement. Such parts are designated as Customer Replacable Unit (CRU). If during diagnosis, the Dell Technician determines that a repair of a Qualified Incident can be accomplished with a CRU-designated part, Dell will ship the CRU-designated part directly to the Customer. The freight method used to ship the CRU part is based on the level of service purchased by the Customer. Service parts for customers with "Return for Repair Service" will be shipped via ground freight service.

Once the Dell Technician has determined whether it is necessary to replace a part or return the system, Customer will be informed of the next steps to take. Depending on the service level that was purchased by Customer, the corresponding option listed in **Exhibit A** will apply regarding Customer's service response level.

Out of Warranty Basic Support

When a customer's unit is no longer under warranty, either because the warranty period has expired or the Supported Product's alleged problem or defect is not a Qualified Incident, there is an option to purchase out of warranty support for a fee. The out of warranty support can include telephone technical support and/or hardware repairs.

For a fee, Dell Technician will diagnosis the problem and if there is a hardware defect, Dell Technician will give an estimate to the customer of the price of out of warranty repair fees including labor and parts.

Depending on the device and location, return for repair options or onsite service may be available to repair the defective unit. The customer is responsible for shipping if return for repair option is chosen. Out of warranty fees will be finalized once the defective unit has been examined by a qualified Dell Technician.

Additional Service Terms for Certain Supported Products:

Dell PowerConnect Basic Services. Basic Hardware Service for Dell PowerConnect Products includes hardware troubleshooting, remediation, and initial 90 day software warranty. The service is entitled during business hours and Service Response Level based on basic service contract, and includes the following items:

- Power On
- Port connectivity
- SFP/GBICs
- Fans/Power Supplies
- Remote Troubleshooting via CLI/GUI
- Dell Engineering assistance for Hardware features bugs or defects

Initial 90 day software warranty: Dell warrants that for a period of ninety (90) days from the date of purchase, the software shall be free from defects in material and workmanship and substantially conform to its specifications under normal authorized use consistent with the Supported Product.

Dell EqualLogic Software Updates. Basic Hardware Service for select Dell EqualLogic Supported Products, including the Dell EqualLogic PS Series, includes both maintenance software updates and the



introduction of new features to firmware and core software such as SAN HQ, Auto Snapshot Manager, and the Host Integration Toolkit (for the service period indicated on Customer's invoice).

Patches and Bug Fixes. Dell will periodically release patches and bug fixes to the applicable EqualLogic Enterprise Storage Software for purposes of maintaining operating system compatibility and/or database compatibility; and any error corrections, workarounds, and/or patches needed to maintain conformance to the Supported Product's documentation.

New Versions. New versions or releases of the applicable EqualLogic Enterprise Storage Software are generally made available by Dell at no additional charge to licensees for Enterprise Storage Software that is installed on a Supported Product covered by a Dell limited warranty or an annual service or maintenance contract. New versions generally consist of releases that contain patches and bug fixes, changes that reflect an expansion or extension of existing features, and changes that include substantial new features, functions, or capabilities.

Dell Edge Gateway and Embedded PC Products. Basic Hardware Service on select Dell Edge Gateway and Embedded PC Supported Products includes hardware troubleshooting, Dell cannot provide remote diagnosis or troubleshooting without customer assistance. **Customers are expected to provide the following:**

- You must have product in front of you. This will allow tech support to remote diagnose the failure and dispatch parts and labor if needed.
- You must provide product in safe environment for servicing. Dell onsite technicians will not be responsible for mounting and dismounting product
- You must provide monitor, mouse, and keyboard to onsite technician in order to troubleshoot product onsite
- You must provide power to product.

What IS included in Basic Hardware Service on Dell Edge Gateway and Embedded PC products	What IS NOT included in Basic Hardware Service on Dell Edge Gateway and Embedded PC products
Support of entitled hardware included with your Supported Product	Support for connectivity of non-entitled hardware or software.

Excluded Services for All Supported Products

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

- Any services, tasks or activities other than those specifically noted in this Service Description.
- Operating system software how-to assistance
- Database assistance
- Media replacement for non-Dell branded software (for example, Microsoft® Office) or for software that Dell no longer ships with new Supported Products
- Assistance with configuration, optimization, installation, relocation, or upgrades
- Global Command Center mission critical monitoring
- Emergency dispatch or Customer-determined incident severity levels
- Case management or escalation management
- Warranty, repair, or any other type of service requested for non-Dell products (unless as otherwise stated)



- Accessories, operating supplies, peripherals, or parts such as batteries, frames, and covers any recovery or transfer of data
- Repair of damage or defects in Supported Products which are purely cosmetic and do not affect device functionality
- Service for equipment damaged by misuse, accident or abuse of the Supported Product and components (such as, but not limited to, use of incorrect line voltages, use of incorrect fuses, use of incompatible devices and accessories, improper or insufficient ventilation or failure to follow operating instructions), modification, unsuitable physical or operating environment, improper maintenance by the Customer (or Customer's agent),
- Repairs necessitated by software problems, or as a result of alteration, adjustment, or repair by anyone other than Dell, Dell's authorized reseller or authorized service provider, or by customers utilizing Customer Self Replaceable (CSR) parts.
- Performance assistance or administrative assistance.
- Activities such as installation, de-installation, relocation, preventative maintenance, training assistance, remote administration, or any activities or services not expressly described in this Service Description.
- Supply items, media replacement, operating supplies, cosmetic accessories or parts such as batteries, frames, and cover or support thereon.
- Direct third party product support or collaborative assistance of versions not currently supported by the manufacturer, vendor, or partner.
- Support for equipment damaged by act of nature (such as, but not limited to, lightning, flooding, tornado, earthquakes, and hurricanes), misuse, accident, abuse of Supported Product or components (such as, but not limited to, use of incorrect line voltages, use of incorrect fuses, use of incompatible devices or accessories, improper or insufficient ventilation, or failure to follow operating instructions), modification, unsuitable physical or operating environment, improper maintenance by Customer (or Customer's agent), moving the Supported Product in a manner inconsistent with its design, removal or alteration of equipment or parts identification labels, or failure caused by a product for which Dell is not responsible.
- Spyware/virus removal.
- Data backup services.
- Advanced wireless, networking or remote installation, set-up, optimization and configuration of applications beyond those described in this Service Description.
- Scripting, programming, database design/implementation, web development or recompiled kernels.
- Certain batteries are subject to specific air shipment regulations. In such instances Dell may not be able to ship batteries on aircraft, and will instead use alternative means of shipment to provide you with your replacement part. The service response level you purchased may not be available for shipments of batteries that cannot be shipped on aircraft. Your Dell tech support agent will be able to provide you with specific information regarding shipment of any battery you will receive as a replacement part
- Repairs necessitated by software problems, or as a result of alteration, adjustment, or repair by anyone other than Dell, Dell's Authorized Reseller or Service Provider or by customers utilizing Customer Self Replaceable (CSR) parts.

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



General Customer Responsibilities

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

Cooperate with Phone Technician and Onsite Technician. Customer will cooperate with and follow the instructions given by any Dell phone analyst or onsite technicians. Experience shows that most system problems and errors can be corrected over the phone as a result of close cooperation between the user and the technician.

Onsite Obligations. Where Services require onsite performance, Customer will provide (at no cost to Dell) free, safe and sufficient access to Customer's facilities and the Supported Products, including ample working space, electricity, and a local telephone line. A monitor or display, a mouse (or pointing device), and a keyboard must also be provided (at no cost to Dell), if the system does not already include these items.

Maintain Software and Serviced Releases. Customer will maintain software and Supported Products at Dell-specified minimum release levels or configurations as specified on PowerLink for Dell | EMC Storage or EqualLogic™, or as specified on www.support.dell.com for additional Supported Products. Customer must also ensure installation of remedial replacement parts, patches, software updates or subsequent releases as directed by Dell in order to keep the Supported Products eligible for this Service.

Data Backup; Removing Confidential Data. Customer will complete a backup of all existing data, software and programs on all affected systems prior to and during the delivery of this Service. Customer should make regular backup copies of the data stored on all affected systems as a precaution against possible failures, alterations, or loss of data. In addition, Customer is responsible for removing any confidential, proprietary, or personal information and any removable media such as SIM cards, CDs, or PC Cards regardless of whether an onsite technician is also providing assistance. DELL WILL HAVE NO LIABILITY FOR:

- ANY OF YOUR CONFIDENTIAL, PROPRIETARY OR PERSONAL INFORMATION;
- LOST OR CORRUPTED DATA, PROGRAMS OR SOFTWARE;
- DAMAGED OR LOST REMOVABLE MEDIA;
- DATA OR VOICE CHARGES INCURRED AS A RESULT OF FAILING TO REMOVE ALL SIM CARDS OR OTHER REMOVABLE MEDIA INSIDE SUPPORTED PRODUCTS THAT ARE RETURNED TO DELL;
- THE LOSS OF USE OF A SYSTEM OR NETWORK;
- AND/OR FOR ANY ACTS OR OMISSIONS, INCLUDING NEGLIGENCE, BY DELL OR A THIRDPARTY SERVICE PROVIDER.

Dell will not be responsible for the restoration or reinstallation of any programs or data. When returning a Supported Product or part thereof, Customer will only include the Supported Product or part which has been requested by the phone technician.

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



Dell Services Terms & Conditions

This Service Description is entered between you, the customer (“you” or “Customer”), and the Dell entity identified on your invoice for the purchase of this Service. This Service is provided subject to and governed by Customer’s separate signed master services agreement with Dell that explicitly authorizes the sale of this Service. In the absence of such agreement, depending on Customer’s location, this Service is provided subject to and governed by either Dell’s Commercial Terms of Sale or the agreement referenced in the table below (as applicable, the “Agreement”). Please see the table below which lists the URL applicable to your Customer location where your Agreement can be located. The parties acknowledge having read and agree to be bound by such online terms.

Customer Location	Terms & Conditions Applicable to Your Purchase of Dell Services	
	Customers Purchasing Dell Services Directly From Dell	Customers Purchasing Dell Services Through an Authorized Dell Reseller
United States	www.dell.com/CTS	www.dell.com/CTS
Canada	www.dell.ca/terms (English) www.dell.ca/conditions (French-Canadian)	www.dell.ca/terms (English) www.dell.ca/conditions (French-Canadian)
Latin America & Caribbean Countries	Local www.dell.com country-specific website or www.dell.com/service-descriptions/global .*	Local www.dell.com country-specific website or www.dell.com/service-descriptions/global .*
Asia-Pacific Japan	Local www.dell.com country-specific website or www.dell.com/service-descriptions/global .*	Service Descriptions and other Dell service documents which you may receive from your seller shall not constitute an agreement between you and Dell but shall serve only to describe the content of Service you are purchasing from your seller, your obligations as a recipient of the Service and the boundaries and limitations of such Service. As a consequence hereof any reference to “Customer” in this Service Description and in any other Dell service document shall in this context be understood as a reference to you whereas any reference to Dell shall only be understood as a reference to Dell as a service provider providing the Service on behalf of your seller. You will not have a direct contractual relationship with Dell with regards to the Service described herein. For the avoidance of doubt any payment terms or other contractual terms which are by their nature solely relevant between a buyer and a seller directly shall not be applicable to you and will be as agreed between you and your seller.
Europe, Middle East, & Africa	Local www.dell.com country-specific website or www.dell.com/service-descriptions/global .* In addition, customers located in France, Germany and the UK can select the applicable URL below: France: www.dell.fr/ConditionsGeneralesdeVente Germany: www.dell.de/Geschaeftsbedingungen UK: www.dell.co.uk/terms	Service Descriptions and other Dell service documents which you may receive from your seller shall not constitute an agreement between you and Dell but shall serve only to describe the content of Service you are purchasing from your seller, your obligations as a recipient of the Service and the boundaries and limitations of such Service. As a consequence hereof any reference to “Customer” in this Service Description and in any other Dell service document shall in this context be understood as a reference to you whereas any reference to Dell shall only be understood as a reference to Dell as a service provider providing the Service on behalf of your seller. You will not have a direct contractual relationship with Dell with regards to the Service described herein. For the avoidance of doubt any payment terms or other contractual terms which are by their nature solely relevant between a buyer and a seller directly shall not be applicable to you and will be as agreed between you and your seller.

* Customers may access their local www.dell.com website by simply accessing www.dell.com from a computer connected to the Internet within their locality or by choosing among the options at Dell’s “Choose a Region/Country” website available at <http://www.dell.com/content/public/choosecountry.aspx?c=us&l=en&s=gen>.



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

To the extent that any terms of this Service Description conflict with any terms of the Agreement, the terms of this Service Description will prevail, but only to the extent of the specific conflict, and will not be read or deemed to replace any other terms in the Agreement which are not specifically contradicted by this Service Description.

By placing your order for the Services, receiving delivery of the Services, utilizing the Services or associated software or by clicking/checking the "I Agree" button or box or similar on the Dell.com website in connection with your purchase or within a Dell software or Internet interface, you agree to be bound by this Service Description and the agreements incorporated by reference herein. If you are entering this Service Description on behalf of a company or other legal entity, you represent that you have authority to bind such entity to this Service Description, in which case "you" or "Customer" shall refer to such entity. In addition to receiving this Service Description, Customers in certain countries may also be required to execute a signed Order Form.



Additional Terms & Conditions Applicable to Support & Warranty-Related Services 1.

Supported Products

This Service is available on supported products which includes select Dell OptiPlex™, Latitude™, Inspiron™, Precision™, Vostro™, Dell Wyse™; Dell XPS™, Dell Alienware™, Chromebook™, Embedded PCs, Dell Edge Gateway, PowerEdge™, PowerEdge SC™, PowerVault™, PowerConnect™, Dell EqualLogic™, Dell | EMC Storage Systems™, and Dell monitors and docking stations which are purchased in a standard configuration (“**Supported Products**”). Supported Products are added regularly, so please contact your sales representative for the most up-to-date list of Services that are available on your Dell or non-Dell products. Each Supported Product is tagged with a serial number (the “**Service Tag**”). A separate service agreement must be purchased by Customer for each Supported Product.

2. Support Services

- A. Limited Hardware Warranty; Hardware Coverage Limitations.** Support-related services may include technical support options (telephone, Internet, etc.) and service parts and related labor services to repair or replace defect(s) in workmanship pursuant to and occurring within the limited warranty period applicable to Customer's Supported Product(s) (a “**Qualified Incident**”).

As described in the Section on pages 1 and 2, hardware coverage limitations may apply and service offerings may be available to extend these hardware limitations for an additional fee. Please review the warranty statement applicable to U.S. and Canadian customers at: www.dell.com/servicecontracts to review such hardware coverage limitations, which are applicable to all customers globally, subject to other applicable local law. Please refer to your regional Dell.com website for other warranty information or contact a Dell technical support analyst for more details.

- B. Whole Unit Replacement; Failure to Return.** If Dell determines that a component of the defective Supported Product is one that is easily disconnected and reconnected (such as a keyboard or monitor), or if the analyst determines that the Supported Product is one that should be replaced as a whole unit, Dell reserves the right to send Customer a whole replacement unit. If Dell delivers a replacement unit to Customer, Customer must relinquish the defective system or component thereof to Dell, unless Customer has purchased “Keep Your Hard Drive” for the affected system, in which case Customer may retain the respective hard drive(s). If Customer does not relinquish the defective system or component to Dell as required above, or if the defective unit is not returned within ten (10) days in accordance with written instructions provided with the replacement unit (in the event the replacement unit was not delivered in person by a Dell technician), Customer agrees to pay Dell for the replacement unit upon receipt of invoice. If Customer fails to pay such invoice within ten (10) days after receipt, in addition to any other legal rights and remedies available to Dell, Dell may terminate this Service Description upon notice
- C. Parts Stocked** Dell currently stocks parts in various locations throughout the world. Selected parts may not be stocked in the location closest to Customer's site. If a part that is needed to repair the Supported Product is not available from a Dell facility near Customer's location and must be transferred from another facility, it will be shipped as soon as is practical and commercially reasonable.
- D. Service Parts Ownership.** All Dell service parts removed from the Supported Product and returned to Dell become the property of Dell. Customer must pay Dell at the then-current retail price for any service part removed from the Supported Product which are retained by Customer (except for hard drives from Supported Products covered by “Keep Your Hard Drive” service) if Customer has received replacement parts from Dell. Dell uses and Customer expressly authorizes the use of new and reconditioned parts made by various manufacturers in performing warranty repairs.



3. **Term of Service.** This Service Description commences on the date listed on your Order Form and continues through the term (“**Term**”) indicated on the Order Form. As applicable, the number of systems, licenses, installations, deployments, managed end points or end-users for which Customer has purchased

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

4. Important Additional Information

- A. **Rescheduling.** Once this Service has been scheduled, any changes to the schedule must occur at least eight (8) calendar days prior to the scheduled date. If Customer reschedules this service within seven (7) days or less prior to the scheduled date, there will be a rescheduling fee not to exceed 25% of the price for the Services. Any rescheduling of the Service will be confirmed by Customer at least eight (8) days prior to commencement of the Service.
- B. **Commercially Reasonable Limits to Scope of Service.** Dell may refuse to provide Service if, in its opinion, providing the Service creates an unreasonable risk to Dell or Dell’s Service providers or if any requested service is beyond the scope of Service. Dell is not liable for any failure or delay in performance due to any cause beyond its control, including Customer’s failure to comply with its obligations under this Service Description. Service extends only to uses for which the Supported Product was designed.
- C. **Optional Services.** Optional services (including point-of–need support, installation, consulting, managed, professional, support or training services) may be available for purchase from Dell and will vary by Customer location. Optional services may require a separate agreement with Dell. In the absence of such agreement, optional services are provided pursuant to this Service Description.
- D. **Assignment.** Dell may assign this Service and/or Service Description to qualified third party service providers.
- E. **Cancellation.** Dell may cancel this Service at any time during the Term for any of the following reasons:
- Customer fails to pay the total price for this Service in accordance with the invoice terms;
 - Customer is abusive, threatening, or refuses to cooperate with the assisting analyst or onsite technician; or
 - Customer fails to abide by all of the terms and conditions set forth in this Service Description.
 - Failure rates on components are constantly monitored and Dell reserves the right to refuse service if Dell reasonably believes that the Customer is overusing the Service (such as when Customer’s requests for replacement of defective components materially exceeds the standard failure rates for the component and system involved). If Dell determines (in Dell’s sole discretion) a Customer is abusing the Service, including but not limited to requesting dispatches for components that show evidence of excessive use and corresponding failure caused by wearing, Dell reserves the right to cancel or refuse to perform the Services.

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



- F. Geographic Limitations and Relocation.** This Service will be delivered to the site(s) indicated on the Customer's invoice. This Service is not available at all locations. If your Supported Product is not located in the geographic location that matches the location reflected in Dell's service records for your Supported Product, or if configuration details have been changed and not reported back to Dell, then Dell must first re-qualify your Supported Product for the support entitlement you purchased before applicable response times for the Supported Product can be reinstated. Service options, including service levels, technical support hours, and onsite response times will vary by geography and certain options may not be available for purchase in Customer's location, so please contact your sales representative for these details. Dell's obligation to supply the Services to relocated Supported Products is subject to various factors, including without limitations, local Service availability, additional fees, and inspection and recertification of the relocated Supported Products at Dell's then-current time and materials consulting rates. For EMEA customers, unless stated otherwise in this Service Description or the Agreement, on-site service is available up to a distance of 150 kilometers from nearest Dell Logistics location (PUDO or Pick-Up/Drop-off location). Please contact your sales representative for more information about availability of on-site service in EMEA.
- G. Transfer of Service.** Subject to the limitations set forth in this Service Description, Customer may transfer this Service to a third party who purchases Customer's entire Supported Product before the expiration of the then-current Term, provided Customer is the original purchaser of the Supported Product and this Service or Customer purchased the Supported Product and this Service from its original owner (or a previous transferee) and complied with all the transfer procedures available at www.support.dell.com. A transfer fee may apply. Please note that if Customer or Customer's transferee moves the Supported Product to a geographic location in which this Service is not available (or is not available at the same price), Customer or Customer's transferee may not have coverage or may incur an additional charge to maintain the same categories of support coverage at the new location. If Customer or Customer's transferee chooses not to pay such additional charge, the Service may be automatically changed to categories of support which are available at such price or a lesser price in such new location with no refund available.

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Exhibit A

Service Response Option

Service Response Level	Additional Options (if applicable)	Details
Return for Repair options	Mail-in Service	<p>Mail-in Service is initiated by calling Dell Technician as outlined above. During diagnosis, the Dell Technician will determine if the issue requires that the Supported Product be sent to a Dell-designated repair center to support a Qualified Incident. Cycle time is 7-12 business days, typically ten (10) days including shipping to and from the repair center, starting from the date that Customer ships the Supported Product to Dell. Response times may vary by country and location. Contact your Dell sales representative for more information.</p>
	Mail-in Service: Customer supplies box, pays shipping	<p>Mail-in Service: Customer supplies box, pays shipping: If your warranty does not include inbound freight paid by Dell, we will issue a Return Material Authorization (RMA) number that you must include with your return. You must return the products to us in their original or equivalent packaging, prepay shipping charges and insure the shipment or accept the risk if the product is lost or damaged in shipment, which could void warranty coverage as customer induced damage. Cycle time is 7-12 business days, typically ten (10) days including shipping to and from the repair center, starting from the date that Customer ships the Supported Product to Dell. We will return the repaired or replacement products to you. We will pay to ship the repaired or replaced products to you if you use an address in the United States (excluding Puerto Rico and U.S. possessions and territories) or in Canada (in respect of systems registered in Canada). Cycle time is 7-12 business days, typically ten (10) days including shipping to and from the repair center, starting from the date that Customer ships the Supported Product to Dell.</p>
	Mail-in Service: Customer supplies box, Dell pays shipping:	<p>Mail-in Service: Customer supplies box, Dell pays shipping: If your warranty includes prepaid freight paid by Dell covering inbound and return freight, we will issue a Return Material Authorization (RMA) number that you must include with your return. You must return the products to designated repair facility in their original or equivalent packaging, we will return the repaired or replacement products to you. Cycle time is 7-12 business days, typically ten (10) days including shipping to and from the repair center, starting from the date that Customer ships the Supported Product to Dell. We will pay to ship the repaired or replaced products to you if you use an address in the United States (excluding Puerto Rico and U.S. possessions and territories) or in Canada (in respect of systems registered in Canada). Otherwise, we will ship the product to you freight collect.</p>
	Mail in Service: Dell supplies box and pays shipping	<p>Mail in Service: Dell supplies box and pays shipping: Upon a determination by a Dell Technical Support agent that your product should be returned to us for repair or replacement, packaging, shipping instructions and a prepaid shipping waybill will be sent to you. Upon receipt of the shipping supplies, you must package the product in the material required and call the carrier designated on your shipping instructions to arrange a pickup time. Cycle time is 7-12 business days, typically ten (10) days including shipping to and from the repair center, starting from the date that Customer ships the Supported Product to Dell. As long as you follow our shipping instructions, we will pay standard shipping charges for shipping the product in for repair and for shipping it back to you if you use an address in the United States (excluding Puerto Rico and U.S. possessions and territories) or in Canada (in respect of systems registered in Canada). Otherwise, we will ship the product to you freight collect.</p>



Service Response Level	Additional Options (if applicable)	Details
	Carry-In Service	Carry-In Service is a “drop-off” service initiated by calling Dell Technician as outlined above. During the telephone-based troubleshooting process, the Dell Technician will diagnose whether a hardware fault is the issue: If so, then the Customer will be asked to deliver the Supported Product to a Dell-designated repair center or shipping location (at the Customer’s cost). Standard service hours are local business hours, available 5 days per week, excluding local national holidays. Once the Supported Product has been repaired, Dell will contact Customer to make arrangements to retrieve it. Cycle time is 7-12 business days, typically ten (10) days. Repair service level agreements may vary by country and city.
	Partner Led Carry-In Service (Available in certain emerging markets in Europe, the Middle East Africa, and Asia)	Carry-In Service is a “drop-off” service initiated by either calling or bringing the Supported Product to a Dell-designated repair center or shipping location (at the Customer’s cost). Standard service hours are local business hours, available five days per week, excluding local national holidays. Repairs of Qualified Incidents will be performed in accordance with the response time identified on Customer’s Order Form. Once the Supported Product has been repaired, the Dell Authorized Reseller will contact Customer to make arrangements to retrieve it. Repair service level agreements may vary by country and city. Cycle time is 7-12 business days, typically ten (10) days. The link identifies where Partner Led Carry In Service is available by country. www.dell.com/contactdell
	Collect and Return Service	Collect and Return Service is initiated by calling Dell Technician as outlined above. If a Qualified Incident in the Supported Product is diagnosed and cannot be resolved through telephone-based troubleshooting with the Dell Technician, a Dell representative will collect your Supported Product and take it to a Dell-designated repair center. Cycle time is 7-12 business days, typically ten (10) days including shipping to and from the repair center, starting from the date that Customer ships the Supported Product to Dell. This service method includes labor and the repair or replacement of parts in the main system unit, including monitor, keyboard, and mouse, if not ordered separately.
	Terms and conditions applicable to all Return for Repair: Mail-In Service, Carry-In Service and Collect and Return Service Options listed above.	Repairs of Qualified Incidents will be performed in accordance with the response time identified on Customer’s Order Form. Once the Supported Product has been repaired, it will be returned to the Customer. Cycle time is 7-12 business days, typically ten (10) days. Shipping Procedures: During diagnosis, the Dell Technician will provide instructions on how to return the product to the Dell-designated repair center. The Supported Product must be shipped to the address provided by the Dell Technician and prominently labeled with the “Return Authorization Number”. The Return Authorization Number will be provided by the Dell Technician. To expedite repair or replacement, enclose a brief description of the issue in writing. Package the product being returned in its original packaging. If the original packaging is not available, the Dell Technician may assist by providing packaging; however, a fee may apply for this service. Shipping Precautions: Customer should not send manuals, confidential, proprietary, or personal information, or removable media such as floppy disks, DVDs, PC Cards, etc. Dell is not responsible for lost or corrupted data, damaged or lost media, or Customer’s confidential, proprietary, or personal information.
Parts-Only Service	N/A	For Customers with Parts-Only Service, Dell will enable Customer to request replacement parts to support a Qualified Incident(s). Dell may provide whole unit exchanges rather than the exchange of individual parts, in which case Dell includes a prepaid shipping container with each replacement part for Customer to use to return the original defective part to Dell. Parts-Only Service includes limited telephone support to qualify and create a dispatch only – the telephone support does not include telephone-based trouble-shooting or other types of remote assistance.



Service Response Level	Additional Options (if applicable)	Details
Onsite Service	N/A	<p>For Customers with Onsite Service, during the telephone-based troubleshooting, the Dell Technician will determine if an onsite service technician must be dispatched to support a Qualified Incident. For Onsite Service, a technician will typically arrive onsite the next business day. Response times may vary by country and location, and Customer and Dell acknowledge and accept that factors outside of Dell's control, including but not limited to any required permitting or processing of materials or resources in transit from Dell to Customer, may delay Dell's response time beyond typical response time estimates described in this Service Description and/or communicated by Dell to Customer at the time the dispatch is requested by Customer. Contact your Dell sales representative for more information.</p> <p>There are specific restrictions and terms to this service:</p> <ul style="list-style-type: none"> • Onsite technicians are available Monday-Friday from 8:00 am to 6:00 pm local time, excluding local holidays. • Generally, calls received by Dell before 5:00 pm local time qualify for next business day service; however, regional differences apply. Please contact a Dell Technician to determine the deadline for your location. • In the event that additional parts/resources are required once the onsite technician is at the Customer's site, work may be temporarily suspended until the additional parts/resources arrive. <p>Missed Service Visit: If the Customer or Customer's authorized representative is not at the location when the onsite service technician arrives, the technician cannot complete the required service. When possible, the onsite service technicians will leave a card to let the Customer know that they were there. If this occurs, the Customer may incur an additional charge for a follow-up service call.</p>
Advanced Exchange		<p>For Customers with Advanced Exchange Service, Dell may ship a replacement product to the Customer's business location to support a Qualified Incident. In some instances, at Dell's discretion, an onsite service technician may also be dispatched to provide support, but only in response to a Qualified Incident. For Advanced Exchange, typically, the replacement product will arrive next business day. Upon receipt of the replacement product, Customer must return the defective Supported Product to Dell by taking the defective Supported Product to the designated return carrier location within 3 business days. If Dell determines that Customer's Supported Product cannot be returned at a carrier location and Customer must return the Supported Product via a mail-in return method, then the packaging, shipping instructions, and a pre-paid shipping waybill will ordinarily be dispatched to Customer's site with the replacement product. Upon receipt of the replacement product, Customer will immediately package the Supported Product and either mail or schedule carrier pickup on the same day, or the next available day. Should the Customer fail to return the defective item, a fee may be charged.</p>

