

Service Description

Dell EMC Configuration Services - Enterprise

Introduction to your service agreement

Dell Technologies¹ Configuration Services - Enterprise (each a “Service” or “Configuration Service” and together the “Configuration Services” or “Services”) are a portfolio of services that include: hardware and software settings, operating system settings, software image load, application installation, asset reporting, asset identification and tagging and hardware component integration with your new PowerEdge™ and Storage systems(s) (“Supported Dell Systems”) as they are being built.

The scope of your service agreement

Configuration Services are offered by Dell for Supported Dell Systems and include but are not limited to:

1. Imaging Services (further detailed in Service Attachment (1),
2. Asset Tagging Services (further detailed in Service Attachment (2),
3. Asset Reporting Services (further detailed in Service Attachment (3),
4. Hardware Configuration Services (further detailed in Service Attachment (4),
5. Software Configuration Services (further detailed in Service Attachment (5)
6. Standard Configuration Services (further detailed in Service Attachment (6)
7. PowerEdge Configuration Services (further detailed in Service Attachment (7)

Please Note: The Service Attachments to this Service Description include the specifications for each Configuration Service offered by Dell. Only the Service Attachment(s) for the Configuration Services identified on the Customer’s invoice, order acknowledgment or purchase order shall apply to that specific purchase by Customer.

Customer may purchase one or more of the above Configuration Services from Dell for a per-system fee to be determined between the parties. The specific Configuration Service(s) which Customer is purchasing and the associated price for such Configuration Services shall be indicated on Customer’s invoice, order acknowledgment or purchase order. By purchasing these Configuration Services from Dell, Customer agrees to be bound by all terms and conditions set forth in this Service Description, including the applicable Service Attachment(s) and the applicable Customer master services agreement or Dell’s terms of sale applicable to commercial customers, available at www.Dell.com/terms (as applicable).

Optional Services

Each currently available Configuration Service is detailed in the Service Attachments to this Service Description. Additional services (including, optional services or related consulting, managed, professional, support or training services) may be available for purchase from Dell. Additional services will require a separate Services Agreement with Dell.

Customer Responsibilities

For each Configuration Service ordered by Customer hereunder, Customer shall

¹ “Dell” or “Dell Technologies”, as used in this document, means the applicable Dell sales entity (“Dell”) specified on your Dell Order Form and the applicable Dell EMC sales entity (“Dell EMC”) specified on your Dell EMC Order Form. The use of “Dell” in this document does not indicate a change to the legal name of the Dell or EMC entity with whom you have dealt



- provide Dell with access to appropriate Customer personnel to support the provision and delivery of the Configuration Services;
- acquire all necessary licenses, rights, regulatory certifications, and other permissions necessary with respect to third party software (excluding the OEM Operating System License which Dell supplies as part of the sale of supported hardware platforms) or other third party elements, for Dell to perform the Configuration Services;
- as applicable², complete, verify accuracy, approve and return Technical Specification Form;
- as applicable, provide a signed Image Export Compliance certificate to Dell and/or provide any and all reasonable assistance Dell requests to obtain any export license required to perform the Configuration Services;
- certify that any and all Third Party Products (images or otherwise, as defined below) provided to Dell do not contain Personally Identifiable Information; AND
- as applicable³, order a Review Unit or log in via the Dell Online First Article (OFA) service (regional availability of OFA varies) for inspection, and approval based on the Configuration Services being purchased (a “Customer Review Unit”). The Customer agrees to a two business day configuration review process when using the Online First Article service; Customers will have a secure Customer log in that will expire by the second day at 11:59pm Customer’s local time.

In the event Customer elects not to order a Customer Review Unit, any mismatched application versions, device manager conflicts, or other performance issues with your Configuration Services, will likely be replicated on all systems shipped to you by Dell. Dell continued provision of the Services and/or processing of your volume orders in accordance with the terms of this Service Description, any relevant master services agreement or Dell purchase order, shall be deemed to release Dell from any liability or responsibility for any issues which would have been reasonably prevented by ordering and validating your Configuration Services on a Customer Review Unit.

Terms and Conditions

Configuration Services Project. The delivery of certain Configuration Services by Dell is accomplished by development and management of a “Configuration Services Project”⁴. Each order for Configuration Services which Customer places in conjunction with a purchase of a new Supported Dell Systems may be managed by Dell as a unique Configuration Services Project. If Customer orders multiple Configuration Services in conjunction with a purchase of new Supported Dell Systems, they may be combined under a single Configuration Services Project; if applicable, where specific system types prevent the combination of Configuration Projects, they will be treated as separate Configuration Services Projects. Each Configuration Services Project may be described in a Technical Specification Form or Statement of Work that Customer will review and approve prior to Configuration Services being rendered. Customer modifications to an existing Configuration Services Project, including adding new hardware, images, applications, peripherals, and documents, porting an image to a new Operating System or applying an image to a different Supported Dell System will be treated as a separate Configuration Services Project.

Dell Partners. Dell may use affiliates and subcontractors to perform Configuration Services. Configuration Services may be performed outside the country in which Customer and/or Dell is located. From time to time, Dell may change the location where Configuration Services are performed and/or the party performing the

² If Customer purchases Standard Configuration Services pursuant to Attachment 6, no Technical Specification Form will be sent to the Customer in connection with their order unless associated with a PowerEdge or Custom offer.

³ If Customer purchases Standard Configuration Services pursuant to Attachment 6, no Technical Specification Form will be sent to the Customer in connection with their order unless associated with a PowerEdge or Custom offer.

⁴ If Customer purchases Standard Configuration Services pursuant to Attachment 6, no Technical Specification Form will be sent to the Customer in connection with their order unless associated with a PowerEdge or Custom offer.



Configuration Services; provided however, Dell shall remain responsible to Customer for the delivery of Configuration Services.

Customer Partners. Customer may use third parties (e.g., contractors, agents, system integrators and/or channel partners) to represent Customer and work with Dell to the extent necessary for the Configuration Services to be provided to Customer (“Customer Partners”). Customer is solely liable for all acts or omissions of its Customer Partners. Customer further agrees to indemnify and hold Dell harmless on demand from any and all damages, costs and expenses (including legal fees and costs of court or settlement) arising out of or in connection with any act or omission of each Customer Partner in its capacity as a representative of Customer, regardless of the form of action.

Cancellation. Subject to the applicable product return and services cancellation policy for Customer’s geographic location (whether specified in a Service Description, regional country webpage and/or proposal, or imposed by local laws), Customer may terminate the Configuration Services in conjunction with the permissible cancellation of the purchase of the Supported Dell Systems by providing Dell with written notice of cancellation. Customer may not cancel Configuration Services otherwise except as provided by an applicable state/country/province law and if such can be varied by agreement, by local regional proposal and/or cancellation policies which can be found on the applicable country page for Customer’s purchase on dell.com.

Dell may cancel the Configuration Services, including any Configuration Services Project in process, at any time during the term of this Service Description for any of the following reasons:

- Customer fails to pay the total price for the Configuration Service in accordance with the invoice terms; or
- Customer fails to abide by all the terms and conditions set forth in this service agreement.

If Dell cancels Configuration Services, 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.

Risk of Loss. Customer will bear risk of loss for any Supported Dell Systems that Dell for which performing the Services and which are present in Dell’s facility while the Services are being performed, and while Supported Dell Systems are in transit from Dell’s facility to Customer’s site.

Third Party Products. “Third Party Products” shall mean any hardware, Configuration Services Parts (as defined in Attachment 4 hereto), software or other tangible or intangible materials (either provided by Customer to Dell or procured by Dell at Customer’s direction) that are used by Dell in conjunction with the Configuration Services. Customer warrants to Dell that it has obtained any licenses, consents, regulatory certifications or approvals required to hereby grant Dell and Dell Partners, as described above including their respective subcontractors and employees, the right and license to access, copy, distribute, use and/or modify (including creating derivative works) and/or install the Third Party Products without infringing or violating the ownership or license rights (including patent and copyright) of the providers or owners of such Third Party Products. EXCEPT AS AGREED TO IN WRITING BETWEEN CUSTOMER AND DELL, DELL HEREBY DISCLAIMS ANY AND ALL WARRANTIES, EXPRESS OR IMPLIED, RELATING TO THIRD PARTY PRODUCTS. Third Party Products shall be exclusively subject to terms and conditions between the third party and Customer. DELL HEREBY DISCLAIMS ANY AND ALL LIABILITY FOR ANY EFFECT THAT THE CONFIGURATION SERVICES MAY HAVE ON ANY WARRANTES FOR THIRD PARTY PRODUCT. To the maximum extent permitted by applicable local law, Dell shall have no liability for Third Party Products and Customer shall look exclusively to the third party provider for any damages or liability with respect to the provision of such Third Party Products.

No Personally Identifiable Information. Third Party Products, including but not limited to images, applications and documentation submitted to Dell may not contain any Personally Identifiable Information. Unless applicable local law provides otherwise, “Personally Identifiable Information” (or “PII”) means data or information that alone



or together with any other information identifies a natural person or data considered to be personal data or any other type or personal data that may be subject to privacy laws or regulations. Customer warrants that any Third Party Products which Customer submits to Dell for use by Dell in providing the Configuration Services will not contain Personally Identifiable Information. Please contact your Dell Sales Representative for further assistance. **DO NOT SUBMIT THIRD PARTY PRODUCTS TO DELL WHICH CONTAIN PERSONALLY IDENTIFIABLE INFORMATION.**

Export. Customer warrants and represents that Third Party Products, including but not limited to software included on an image submitted to Dell in conjunction with Configuration Imaging Services, contain no restricted technology (e.g., encryption) or, if they do contain restricted technology, that the Third Party Products are eligible for export by Dell to any country (other than those that are embargoed under applicable export laws) without an export license. Dell is not responsible for determining the accuracy of any representations regarding the existence of an export license or regarding eligibility for export of Third Party Products without license. Customer's export certifications must support applicable regional and local laws, regulations, and requirements (e.g., physical signature vs. electronic signature). In addition to the above warranties, a separately signed export certification may be required for all Configuration Imaging Services (the "Image Export Compliance Certification"). In selected countries, export certifications may be required in conjunction with other Configuration Services (e.g., Configuration Asset Services, Hardware Configuration Services, or Software Configuration Services). Any required export certification must be completed, signed and returned to Dell prior to the applicable Configuration Services being implemented by Dell. In the event Dell is required to obtain an export license for Third Party Products in order to deliver the Configuration Services, Customer hereby agrees to provide Dell, at no charge, any and all reasonable assistance Dell requires to obtain such export license.

Customer Indemnity. Customer shall defend, indemnify and hold Dell harmless on demand from, any third-party claim or action arising out of (a) the failure of Customer to obtain the appropriate license, intellectual property rights, or any other permissions, regulatory certifications or approvals associated with Third Party Products, as well as software or materials directed or requested by Customer to be installed or integrated as part of the Configuration Services, or (b) any inaccurate representations regarding the existence of an export license or any allegation made against Dell due to Customer's violation or alleged violation of applicable export laws, regulations, and orders.

Technical Specifications Notice and Disclaimer. Customer is responsible for determining Customer technical specifications for the Configuration Services and, if applicable, for ensuring that those technical specifications are properly documented to Dell in a verified and approved "Technical Specification Form". Customer acknowledges that the Configuration Services are of Customer's choosing. Dell shall be entitled to rely on the Technical Specification Form. Dell is not responsible for liability or damage arising from the provision of Configuration Services performed in accordance with Technical Specification. If Dell is of the reasonable view that the proposed Configuration Services are not technically feasible, Dell reserves the right to refuse to proceed with the provision of the Configuration Services. Dell makes no warranty that the Configuration Services provided to the Customer will address all of the Customer's requirements as Dell is dependent upon Third Party Products and assistance provided by the Customer or third parties.

Change Control. For additional work not specified in a Configuration Services Project or its respective Technical Specification Form that has resulted from: (i) a requested change in the scope of a Configuration Services Project, (ii) an act or omission of the Customer; (iii) a change in law and/or applicable regulations; or (iv) a force majeure event, Dell will consider the additional work and provide details of any changes to timelines and cost based on the changes requested. Should Customer agree to the additional timeline and/or cost, they will confirm so in writing by providing consent in writing before Dell begins or (if already begun) continues to provide the additional services.

Transfer of Service. Customer may not transfer Configuration Service or any rights conferred to Customer by this Service Description to a third party.

Configuration Services Availability. Configuration Services may not be available in all geographic locations. Online First Article service is not available in all geographies. Asset Tagging and Asset Reporting are also available on select peripherals (e.g. monitors, printers, racks) within the Americas, Europe, Middle East, and Africa regions. Configuration Services are available on PowerEdge™ and Storage system(s).



Additional Terms and 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 (the “Governing Agreement”). For additional assistance, or to request a copy of your Governing Agreement applicable to the Services, contact your Dell Sales representative. 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 ⁵ 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/servicedescriptions/global .*	Local www.dell.com country-specific website or www.dell.com/servicedescriptions/global .*
Asia-Pacific-Japan	Local www.dell.com country-specific website or www.dell.com/servicedescriptions/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/servicedescriptions/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 website⁶ 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>.

⁵ This table refers only to Dell sales entities, but not EMC sales entities.

⁶ NOTE: certain storage, data protection and converged and hyperconverged products are not available for sale on local dell.com websites, and must be purchased from your EMC sales entity.



Notwithstanding these master service agreements, in the event of an irreconcilable conflict between the provisions set forth in this Service Description and the applicable Customer master services agreement, Customer hereby agrees the provisions set forth in this Service Description, being agreed upon subsequent to those of the applicable master agreement, shall govern. 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.

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.

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.

© 2020 Dell Inc. All rights reserved. Trademarks and trade names may be used in this document to refer to either the entities claiming the marks and names or their products. A printed hardcopy of Dell's terms and conditions of sale is also available upon request.



Attachment 1

Configuration Services Imaging Services

Service Overview

Configuration Services Software Imaging Services (or “Configuration Imaging Service(s)”) offer a convenient and efficient way for a Customer to custom develop a set of associated software applications and settings with their Operating System (“Image”) in connection with their purchase of new Supported Dell Systems. Dell’s Configuration Services processes validate and test the Customer’s image and load the Image within the manufacturing processes enabling Customer’s Image to be applied to Customer’s Supported Dell Systems as they are being manufactured.

Service Procedures & Dell Responsibilities

The process for each Configuration Services Project which includes Configuration Imaging Services is as follows:

Project Initiation

- Configuration Services project manager or Dell Sales works with Customer to document and capture Customer’s technical requirements in the Technical Specification Form.
- Customer validates accuracy and verifies requirements by approving and returning Technical Specification Form to Dell.
- The Customer agrees to a two business day configuration review process when using the Online First Article service; Customer’s will have a secure Customer log in that will expire by the second day at 11:59pm Customer’s local time.
- Customer reviews, approves and returns Export Compliance Form to Dell certifying that the Image submitted by Customer may be exported by Dell outside of the country where the Image is submitted to Dell. Export Certification is required upon initial Configuration Services project set-up.
- Customer provides Image to Dell. The Image may be submitted to Dell by FTA/FTP, or by mailing a CD, DVD, USB drive or hard drive. In select cases, Images may be submitted to Dell through receipt of a total system unit.

Project Development

- If applicable, Configuration Services engineer develops the Configuration Services Project to enable factory loading of the Customer’s Image and to set any customizations requested by the Customer.
- Image is validated and tested within Dell manufacturing processes, ensuring that Customer’s Image will load properly during initial manufacturing system build.

Project Completion

- Manufacturing factory processes will ensure that your Image is replicated as supplied to Dell. If custom imaging is purchased, Customer is strongly advised to order a Customer Review Unit for inspection or log into via the Dell Online First Article service, and confirmation that the Image is fully tested and validated in Customer’s environment before being promoted for volume orders.
- Project is ready for volume orders.

Customer Responsibilities

 Prior to submitting each Image to Dell, Customer shall:

- Retain a copy of such Image. DELL WILL HAVE NO LIABILITY FOR LOSS OR RECOVERY OF DATA OR PROGRAMS ON ANY IMAGE OR ON ANY SUPPORTED HARDWARE PLATFORMS.
- Create, test and verify that the Image operates according to the Customer’s needs on the supported hardware platform(s) that will be purchased.



- Ensure each Image contains all required drivers, and that there is no unsupported hardware within the Device Manager other than that hardware documented in the Technical Specification Form.
- Verify an Image does not contain Personally Identifiable Information.
- If applicable, complete, validate accuracy and verify requirements by approving and returning Technical Specification Form to Dell.
- Ensure you notify Dell if requesting to utilize the Dell Online First Article service to approve your configuration. Customer agrees to the two business day configuration review process. Customer log in information will expire by the second day at 11:59pm Customer's local time. During initial Configuration Services Project development, complete the Image Export Compliance Certificate certifying that the Image submitted by Customer may be exported by Dell outside of the country where the Image is submitted to Dell.
- Provide the product key for the operating system if the operating system is not Dell OEM.
- If applicable, ensure the Configuration Imaging Services meet Customer's requirements by ordering, or utilizing the Dell Online First Article configuration review service.
- Approve Image.

Service Requirements:

- Images must be created using major imaging tools, including CloneZilla, DISM (Windows Server). Check with the Configuration Services project manager for capability of using other imaging tools. Customer is responsible for the selection and licensing of Customer's imaging tool.
- Configuration Imaging Services are available for Images built using major operating systems (e.g., Microsoft® Windows® and Linux variations). Check with Configuration Services project manager for capability on other operating systems.
- Image must be validated on supported hardware platforms for the configurations that will be purchased. If Customer does not have the specific supported hardware platform/configuration, the Customer should purchase a development system to use when building and testing their Image.

Not Included with Configuration Imaging Services:

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

Optional Configuration Imaging Services

CD / DVD / USB Image Restore Media for Certain Windows Images. This Configuration Imaging Service offers a convenient and efficient way to obtain a copy of the final production Customer Image that is currently being installed on new Supported Dell Systems. This Service may only be purchased in conjunction with a Configuration Services Project which includes Configuration Imaging Services. The CD/DVD / USB Image restore media enables Customers to restore a Supported Dell System back to its original delivery state at the Customer's site. The Restore Image Media may only be used to restore images on Supported Dell Systems that Dell provided Configuration Imaging Service in conjunction therewith. **THE RESTORE IMAGE WILL NOT RESTORE USER DATA, THE DELL UTILITY PARTITION, OR BE UPDATED TO INCLUDE OTHER CHANGES OR MODIFICATIONS MADE TO AN IMAGE AFTER THE RESTORE IMAGE IS DELIVERED TO CUSTOMER.** CD/DVD/USB Image restore media may not be available for all operating systems (e.g. Linux), contact your Configuration Services project manager for Image restore media availability.



Attachment 2

Configuration Services Asset Tagging Service

Service Overview

Configuration Services asset tagging service (“Asset Tagging Service(s)”) offers a convenient and efficient way for a Customer-supplied or Dell-generated asset tag to be placed onto new Supported Dell Systems as they are being manufactured, as well as offering capabilities for tagging external to system/platform boxes (e.g., shipping boxes and pallets). At the Customer’s request, this Service may also include the capability to program the system CMOS memory to include asset tag data on Customer’s system during the manufacturing process.

Service Procedures & Dell Responsibilities

The process for each Configuration Services Project which includes Asset Tagging Services is as follows:

Project Initiation

- If applicable, Configuration Services project manager or Dell Sales works with Customer to document and capture Customer’s technical requirements in the Technical Specification Form.
- Position of the asset tag on system and/or peripheral, as well as data fields required, is determined with the Technical Specification Form.
 - The position/location of asset tag placement varies by hardware platform and asset tag type. Contact your Dell Sales Representative or your Configuration Services project manager for Supported Systems asset tag placement options.
- If applicable, Customer validates accuracy and verifies requirements by approving and returning Technical Specification Form to Dell.
- Customer provides consigned Third Party Products (i.e., asset tags) to Dell if required.

Project Development

- If applicable, Configuration Services engineer develops asset tag or CMOS customization as documented in Technical Specification Form.
- Configuration Services Asset Tagging Service is tested in manufacturing processes.

Project Completion

- Customer is advised to order a Customer Review Unit for validation and inspection that Asset Tagging Services satisfy Customer’s requirements.
- Project is ready for volume orders.

Customer Responsibilities. Customer shall:

- Provide all necessary information required to populate asset tag, including but not limited to Customer asset range, if Dell is generating the asset tag.
- If applicable, complete, verify accuracy, approve and submit Technical Specification Form.
- If applicable, ensure the location of the asset tag, as well as data fields required, is included within the Technical Specification Form.
- If applicable, provide any and all reasonable assistance Dell requests to obtain any export license required to perform the Configuration Services.
- Consider ordering a Customer Review Unit to ensure the Asset Tagging Services meet Customer’s requirements
- If applicable, participate with Dell procurement to provide adequate volumes of consigned (Customer-owned) Third Party Products to Dell to fulfill Supported Dell System orders.



Configuration Services Asset Tagging Service Requirements:

- Dell-generated asset tags are printed with black ink or color. Color printing is limited on some products. The following Dell-generated asset tags are available:

Americas:

1. Large 5" x 5" tags on matte white paper are for use on the outside of a system box.
2. Medium 1.5" x 3" tags on matte platinum polyester are for use on a system or peripheral.
3. Small 1" x 2" tags on glossy white polyester are for use on a system or peripheral

Europe, Middle East, Africa (EMEA):

1. Large 127mm x 80mm tags on matte white paper are for use on the outside of a system box.
2. Medium 70mm x 38mm tags on matte platinum polyester are for use on a system or peripheral.
3. Small 50mm x 25mm tags on glossy white polyester label are for use on a system or peripheral.

Asia Pacific, Japan (APJ):

1. Large 3" x 5" tags on glossy white polyester label are for use on the outside of a system box.
2. Medium 1.5" x 2" and Custom 2" x 3" tags on glossy white polyester label are for use on a system or peripheral.
3. Small 1"x2" tags on glossy white polyester label are for use on a system or peripheral.

China:

1. Large 76.2mm x 50.0mm tags on glossy white polyester label are for use on the outside of a system box.
2. Medium 76.2mm x 38.1mm tags on glossy white polyester label are for use on a system or peripheral.
3. Small 50.8mm x 25.4mm tags on glossy white polyester label are for use on a system or peripheral.

- Customer-supplied (consigned) asset tags must be pre-printed, include perforation for single tag separation and in some regions (e.g. EMEA and APJ) must include a barcode. Check with your Configuration Services project manager for local requirements and restrictions on Customer-supplied asset tags.

Not Included with Asset Tagging Services:

- Provision or licensing of any third party software application.
- Physical installation of any hardware or software that is not related to the Asset Tagging Service.
- Printing asset tags on Customer-supplied label material.
- Any activities other than those specifically noted in this Service Attachment.



Attachment 3

Configuration Services Asset Reporting Services

Service Overview

Configuration Service Asset Reporting Services (“Asset Reporting Service(s)”) offer a convenient and efficient method for Customer to receive periodic reports detailing system and order information. The reports are provided to Customer on a frequency of the Customer’s choosing (daily, weekly, or monthly) as either a comma-delimited text file or Microsoft® Excel spreadsheet.

Service Procedures & Dell Responsibilities

The process for each Configuration Services Project which includes Asset Reporting Services is as follows:

Project Initiation

- Configuration Services project manager or Dell Sales works with Customer to document and capture Customer’s technical requirements in the Technical Specification Form.
- Customer validates accuracy and verifies requirements by approving and returning Technical Specification Form to Dell.

Project Development

- Configuration Services engineer develops report as documented in Technical Specification Form.

Project Completion

- Project is ready for volume orders.

Customer Responsibilities. Customer shall:

- Provide email address for report delivery.
- If applicable complete, verify accuracy, approve and submit Technical Specification Form.
- If applicable provide any and all reasonable assistance Dell requests to obtain any export license required to perform the Services.
- Ensure the Asset Reporting Service meets Customer’s requirements.

Service Requirements:

- Customer will either receive blank asset reports or not receive asset reports if no systems have been ordered during the reporting period.
- Not all report date fields are available for all systems or peripherals. Check with Configuration Services project manager for particular and available report fields by system or peripheral type.

Not Included with Asset Reporting Services:

- Provision or licensing of any third party software application.
- Physical installation of any hardware or software.
- Printing asset tags or any activities other than those specifically noted in this Service Attachment.



Attachment 4

Configuration Services - Hardware Configuration-Service

Service Overview

Hardware Configuration Services offer a convenient and efficient way for a Customer to have certain non-standard hardware (“Configuration Services Parts”) installed in Supported Dell Systems during the manufacturing process for the new Supported Dell Systems (the “Hardware Configuration Service(s)”). This Service may also include Configuration Services Parts Replacement Services* which offer Customers a way to obtain replacement of Configuration Services Parts which were procured and installed by Dell on Customer’s Supported Dell Systems during the initial manufacturing system build.

*The availability of Configuration Services Parts Replacement Services varies by geographic region, please check with the Configuration Services project manager for regional limitations/variations.

Service Procedures & Dell Responsibilities

The process initiation for each Configuration Services Project which includes Hardware Configuration Services is as follows:

Project Initiation

- Configuration Services project manager or Dell Sales contacts Customer to document and capture Customer’s technical requirements in the Technical Specification Form.
- Customer validates accuracy and verifies requirements by approving and returning Technical Specification Form to Dell.
- The Customer agrees to a two business day configuration review process when using the Online First Article service; Customer’s will have a secure Customer log in that will expire by the second day at 11:59pm Customer’s local time.
- Dell obtains Configuration Services Parts, or Customer may provide Configuration Services Parts to Dell.
- Configuration Services project manager works with internal Dell teams, or Customer, to establish inventory process for Configuration Services Parts.
- If applicable, regulatory certification requirements are received from Customer, for Configuration Services Parts (e.g. Customer receives regulatory certification from vendor who supplies Configuration Services Parts, vendor-received regulatory certification is passed on to Dell by Customer).

Project Development

- Dell completes a manufacturing test to confirm the instructions and scripts to enable factory integration of the Configuration Services Parts and any associated drivers executes in accordance with the Technical Specification Form.

Project Completion

- It is recommended that Customer orders a Customer Review Unit for inspection or utilize the Dell Online First Article configuration review service to approve their configuration.
- Approval that the Configuration Services Parts operate as designed is required by Customer. DELL WILL HAVE NO LIABILITY FOR LOSS OR RECOVERY OF DATA OR PROGRAMS ON ANY CUSTOMER SYSTEMS.
- Project is ready for volume orders.



Customer Responsibilities. Customer shall:

- Provide sufficient quantities of Configuration Services Parts (and associated software licenses if applicable) to Dell prior to the initiation of the Configuration Services Project, including any drivers required for the Configuration Services parts to operate properly.
- Certify the Configuration Services Parts provided by Customer do not contain Personally Identifiable Information and meet any applicable local regulatory requirements/certifications.
- Complete, verify accuracy, approve and submit Technical Specification Form.
- If applicable, complete Export Compliance Form certifying that any Configuration Services Parts may be exported by Dell outside of the country where the Configuration Services Parts were provided to Dell.
- Provide any and all reasonable assistance Dell requests to obtain any export license required by Dell to perform the Configuration Services.
- Create, test and verify that the Configuration Services Parts operate according to Customer needs on the configuration for the Supported Dell System that will be purchased. **DELL WILL HAVE NO LIABILITY FOR LOSS OR RECOVERY OF DATA OR PROGRAMS ON ANY CUSTOMER SYSTEMS**
- For Customer procured (consigned) Configuration Services Parts, participate with Dell throughout the project lifecycle to maintain adequate volumes of consigned Configuration Services Parts are provided to Dell to fulfill Customer's new orders for Supported Dell System for Dell procured Configuration Services Parts, participate with Dell throughout the project lifecycle by providing quarterly and annual unit forecasts to maintain ample supply for Customer's new orders for Supported Dell Systems and Customers requirements for replacement Configuration Services Parts under the Configuration Services Parts Replacement Services.
- Consider ordering a Customer Review Unit to ensure the Hardware Configuration Services meet Customer's requirements.
- Verify that Configuration Services Parts integration is compliant with applicable regional/local laws, regulations, and requirements. Check with Configuration Services project manager for any potential restrictions.

Not Included with Hardware Configuration Service:

- Customization or configuration of any Configuration Services Parts provided by Customer or procured by Dell on behalf of Customer.
- Operability (e.g. performance and/or compatibility) of any Configuration Services configuration other than confirming the Configuration Services Parts are installed in accordance with the Technical Specification Form.
- Creation of hardware drivers.
- Trouble shooting or technical support specific for Configuration Services Parts.
- Revision or engineering changes to the Supported Dell System to accommodate Configuration Services Parts.
- Testing Configuration Services Parts for compatibility with the Customer's configuration or Image.
- Any activities other than those specifically noted in this Service Attachment.

Configuration Services Parts Replacement Services & Support

- Configuration Services Parts Replacement Services are designed to use next business day service where available, when shipping replacement Configuration Services Parts to Customers. Next Business day service is typically available if the Customer places the replacement order via phone by 4PM in their respective time zone. If the order is placed after the 4PM time zone cut-off, the replacement Configuration Services Part will be shipped the following business day, to be received by the Customer



the following business day. NEXT BUSINESS DAY SERVICE ON CONFIGURATION SERVICES PARTS REPLACEMENT SERVICES IS NOT GUARANTEED.

- Configuration Services Parts Replacement Services are limited to Configuration Services Parts which are both procured and installed by Dell into a Supported Dell System at the time of initial system manufacture using Hardware Configuration Services. Configuration Services Parts that are procured by Dell, but NOT integrated into the product at the time of initial system manufacture are NOT available as part of the Configuration Services parts Replacement Service.
- Configuration Services Parts Replacement Service inclusions and exclusions are shown below. Dell reserves the right to change and update these inclusion/exclusion product lists without notice.

Configuration Services Parts Replacement Services – Configuration Services Parts Inclusions

Configuration Services Parts Replacement Services are available on the following Configuration Services Parts:

Enterprise

- I/O Cards
- Digiboards
- NICS
- 3rd party hard drives
- 3rd party optical drives (CDRW, DVD, CDROMS)
- Cards (media, sound, video, RAID)

Configuration Services Parts Replacement Services – Configuration Services Parts Exclusions

Configuration Services Parts Replacement Services are NOT available on the following Configuration Services Parts:

Enterprise

- Printers
- Scanners
- 3rd party bridges, routers, hubs, adapters & switches
- Documentation
- Media
- Security Devices (e.g. locks, cables)
- 3rd party Monitors, Keyboards, Mice, Speakers
- Drop in the box items (e.g., palms, headsets documentation)
- Consigned Hardware / parts
- Software
- POS hardware
- BIOS Settings / Configuration
- Asset Tagging
- Auto RAID
- BIOS Logos

Configuration Services Parts Replacement Process

Shipment of replacement Configuration Services Parts is determined by Dell after the Customer and Dell's Technical Support team troubleshoot the Supported Dell System using "reasonable effort" support. Should the technician find the problem to be the Configuration Services Part, a replacement order will be sent out to the



Customer as outlined in the Configuration Services Parts Replacement Service and Support section above. For more information on the Dell technical support processes go to the following regional URL:

- ABU: http://support.dell.com/support/topics/global.aspx/support/dellcare/contact_technical_support?c=us&l=en&s=gen
- EMEA: <http://support.euro.dell.com/support/index.aspx?c=ud&l=en&s=gen>
- APJ: Contact your Configuration Services project manager for APJ Configuration Services Parts Replacement capabilities (limited offerings)

Configuration Services Parts Replacement vs. Product Warranty

Configuration Services Parts Replacement Service is a value added 'exchange' service complementing Dell's Hardware Configuration Service offer; this service further complements Dell's warranty for Supported Dell Systems by giving the Customer a single point of contact to have Configuration Services Parts replaced. Configuration Services' PARTS REPLACEMENT SERVICE IS NOT A WARRANTY.

Configuration Services Parts Replacement Service Limitations

- Configuration Services Parts Replacement Service is available for Configuration Services Parts which were procured and installed on Customer's Supported Dell Systems during the initial manufacturing system build using Hardware Configuration Services. If Customer purchases non tied parts, or purchases after the initial sale of the system, coverage reverts to manufacturer's warranty for such Configuration Services Part.
- Configuration Services Parts Replacement Service does not guarantee exact part replacement. Should industry supply and / or end-of-life activity impact part availability, Dell's fulfillment center will send out a similar, like part that may or may not be the exact same manufacturer and/or part number. Replacement Configuration Services Parts may be new or refurbished where permitted by local law.
- Configuration Services Parts Replacement Service coverage period is valid for the duration of the Supported Dell System's initial service contract (3 year maximum, or in accordance with local law, if greater than 3 years).
- Additional fees may apply for some Configuration Services Parts in some regions. Check with your Configuration Services project manager for local requirements and restrictions.
- Configuration Services Parts fulfillment will utilize original manufacturer's warranty that applies to Customer's Configuration Services Part, if applicable.

BIOS Customization Services

Service Overview

Configuration Services BIOS Customization Services offer a convenient and efficient way for Customer to customize the Dell standard Basic Input/Output Settings ("BIOS") on new Supported Dell Systems as they are being manufactured (e.g., Customer's ability to "freeze" the version of the Dell standard BIOS to a particular revision, Customer's ability to promote their corporate Logo through BIOS Logo).

Service Procedures & Dell Responsibilities

The process for each Configuration Services Project which includes Configuration Services BIOS Customization Services is as follows:

Project Initiation

- Configuration Services project manager or Dell Sales works with Customer to document and capture Customer's technical requirements in the Technical Specification Form.
- Customer validates accuracy and verifies requirements by approving and returning Technical Specification Form to Dell.



- Ensure you notify Dell if requesting to utilize the Dell Online First Article service to approve your configuration.

Project Development

- Configuration Services engineer develops scripts to enable factory setting of the BIOS customizations.
- BIOS customization process is tested during manufacturing process.

Project Completion

- Customer is strongly advised to order a Customer Review Unit for inspection or utilize the Dell Online First Article configuration review service to approve their configuration, and approve that the Configuration Services BIOS Customization Service operates as designed and required by Customer.
- Project is ready for volume orders.

Customer Responsibilities

Customer shall:

- Create, test and verify that the BIOS customizations requested operate according to Customer's requirements on the Supported Dell System. **DELL WILL HAVE NO LIABILITY FOR LOSS OR RECOVERY OF DATA OR PROGRAMS RELATED TO THE CUSTOM BIOS SETTINGS.**
- Consider ordering a Customer Review Unit to ensure the customized BIOS settings meet Customer's requirements.
- Ensure you notify Dell if requesting to utilize the Dell Online First Article service to approve your configuration. Customer agrees to the two business day configuration review process; Customer log in information will expire by the second day at 11:59pm Customer's local time.
- Provide any and all reasonable assistance Dell requests to obtain any export license required by Dell to perform the Configuration Service.
- Ensure, by sending its mark, brand and/or logo to Dell that Dell and Dell Partners are fully authorized and/or granted a license or otherwise have rights to use such mark, brand and/or logo in accordance with the Customer's requirements.

Service Requirements:

- Dell releases mandatory BIOS updates periodically. Mandatory BIOS updates apply to "frozen" BIOS. Customer may "re-freeze" BIOS at new updated level.
- Not all BIOS customization settings are available on all Supported Dell Systems. Customer should consult with the Configuration Services project manager or Dell Sales for particular setting capability by system type.

Not Included with Configuration Services BIOS Services:

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



Attachment 5

Configuration Services - Software Configuration Services

Service Overview

Software configuration services (“Software Configuration Services”) assist Customer with installation of certain software applications or modify select operating system settings in connection with their purchase of new Supported Dell Systems. Dell’s Configuration Services processes validate the software application installation and operating system settings within the manufacturing processes, so that Customer’s software applications and operating system settings are applied to Customer’s Supported Dell Systems as they are being manufactured.

Service Procedures & Dell Responsibilities

The process for each Configuration Services Project which includes Software Configuration Services is as follows:

Project Initiation

- If applicable, Configuration Services project manager or Dell Sales works with Customer to document and capture Customer’s technical requirements in the Technical Specification Form.
If applicable, Customer validates accuracy and verifies requirements by approving and returning Technical Specification Form to Dell. The Customer agrees to a two business day configuration review process when using the Online First Article service; Customer’s will have a secure Customer log in that will expire by the second day at 11:59pm Customer’s local time.

Project Development

- If applicable, Configuration Services engineer develops the Configuration Services Project to enable factory loading of the Customer’s software and operating system settings requested by the Customer.

Project Completion

- Manufacturing factory processes aim to help the Customer ensure that the Customer’s software and operating system settings are installed according to the manufacturer’s specifications.
- Project is ready for volume orders.

Customer Responsibilities

Customer shall:

- Create, test and verify that the software application and operating system settings operate according to the Customer’s needs on the supported hardware platform(s) that will be purchased.
- If applicable, complete, validate accuracy and verify requirements by approving and returning Technical Specification Form to Dell.
- Ensure you notify Dell if requesting to utilize the Dell Online First Article service to approve your configuration. Customer agrees to the two business day configuration review process. Customer log in information will expire by the second day at 11:59pm Customer’s local time. During initial Configuration Services Project development, complete the Image Export Compliance Certificate certifying that the Image submitted by Customer may be exported by Dell outside of the country where the Image is submitted to Dell.
- Provide the product key for the operating system if the operating system is not Dell OEM.



Service Requirements:

- Software installation is available for systems built using major operating systems (such as Microsoft® Windows® and Linux variations). Customer should confirm with their Configuration Services project manager that the Service capabilities include Customer's desired operating system(s).
- Service to apply Customer's requested operating system settings for systems built using Microsoft® Windows® operating systems only.

Not Included With Software Configuration Services:

- Testing of software applications for compatibility with the system.
- Any activities other than those specifically set forth in this Service Attachment.



Attachment 6

Configuration Services – Standard Configuration Services

Service Overview

Customer's purchase of standard configuration services ("Standard Configuration Service(s)") provides a method to receive Supported Dell Systems configured with the Service purchased by Customer without setting up a formal project request or meeting unit minimum requirements. These services have been pre-engineered and can be applied to Customer's Supported Dell Systems as they are being manufactured. Available Standard Configuration Services include: asset tags, asset report, and RAID settings.

Service Procedures & Dell Responsibilities

To order a Standard Configuration Service the Customer may select the applicable service from Dell's website. In addition, a Dell sales representative may also add the applicable service to the order. The following Standard Configuration Services are available:

Standard Asset Tagging

A label will be affixed to the computer on which is printed information about the computer such as service tag, model number, etc. The following asset tags will be available:

- Basic Warranty – fields included are: service tag, express service code, order number, Dell support contact information
- ProSupport – fields included are: service tag, express service code, order number, Dell ProSupport contact information
- MAC Address – fields included are: service tag and MAC address
- System Information – fields included are: service tag, express service code, model, manufacture date, MAC address, processor speed, memory

Order Details – fields included are: service tag, express service code, order number, manufacture date

Standard Asset Reporting

The Standard Asset Report Service will generate a pre-defined report detailing system and order information. This report will be provided to the Customer initially via email in an attached Microsoft Excel spreadsheet (.XLS). Fields included in the asset report are: account number, asset tag (as applicable), chassis description, chassis style, company name, computer name, CPU, shipping address 1, shipping address 2, shipping address 3, shipping city, shipping state, shipping zip, shipping country, customer name, customer number, Dell service tag, express service code, hard drive size, installed OS, MAC address 1, MAC address 2, MAC address 3, manufacture date, memory, model, order number, PO number, processor speed, ship by date, and warranty expiration 3 years, warranty expiration 4 years, or warranty expiration 5 years.

System Configuration – RAID Settings

The following Standard RAID settings may be ordered (some settings may not be ordered on certain platforms in specific combinations):

- RAID 1, SINGLE CONTAINER ON 2HDD
- FAILOVER_HOTSPARE
- RAID 0 SINGLE CONTAINER ON 1HDD
- RAID 5, SINGLE CONTAINER ON 3HDD
- RAID 10, SINGLE CONTAINER ON 4HDD
- RAID5, SINGLE CONTAINER ON ALL HDD
- RAID 5, SINGLE CONTAINER ON 4HDD



- RAID 6, SINGLE CONTAINER ON 6HDD
- RAID 6, SINGLE CONTAINER ON 4HDD
- RAID 5, SINGLE CONTAINER ON 5HDD
- RAID 10, SINGLE CONTAINER ON 6HDD
- RAID 6, SINGLE CONTAINER ON 5HDD
- RAID 10, SINGLE CONTAINER ON 8HDD

Not Included with Standard Configuration Services:

- Testing of software applications for compatibility with the system.
 - Any activities other than those specifically set forth in this Service Attachment.
-



Attachment 7

Configuration Services – PowerEdge Configuration Services

Service Overview

Customer's purchase of PowerEdge Configuration Services provides a method to receive Supported Dell Systems configured with the (Base Offer) System Settings for PowerEdge with Add-On PowerEdge Services purchased by Customer while still setting up a formal project request and meeting minimum requirements. PowerEdge Configuration Services are only available for PowerEdge products. These services can be applied to Customer's Supported Dell Systems as they are being manufactured within the Dell Factory or 2T/Back of Factory locations. Available PowerEdge Configuration Services include BIOS Settings, IDRAC Settings, Firmware Freeze, Custom RAID, Standard Asset Tags, Customer Asset Tags, Standard Report, Custom Report, Customer supplied image load, Custom Card Placement Modification.

Service Procedures & Dell Responsibilities

To order a PowerEdge Configuration Service a Dell sales representative will add the System Settings for PowerEdge services (base offer) to the order. Sales can then also add any of the available Add On services to the order as well. The System Settings for PowerEdge (base offer) is required to include any of the Add On services. The following PowerEdge Configuration Services are available:

System Settings for PowerEdge- unlimited system settings (BIOS Settings, IDRAC Settings, Firmware Freezes, RAID options)

- BIOS as outlined in Attachment 3

PowerEdge Add On Services – unlimited system settings, custom/standard asset tags, custom/standard asset report, Customer supplied image load

- Imaging as outlined in Attachment 1
- Asset Tags as outlined in Attachment 2
- Asset Reports as outlined in Attachment 3
- Standard Asset Tags as outlined in Attachment 6
- Card Placement Modification as outlined in Attachment 4

Service Requirements:

- Software installation is available for systems built using Microsoft® Windows®.
- Operating System settings are available for systems built using Microsoft® Windows® operating systems

Not Included with PowerEdge Configuration Services:

- Testing of software applications for compatibility with the system.
- 3rd Party Hardware Installation
- Any activities other than those specifically set forth in this Service Attachment.

