DELL Technologies

Service Description

Dell Lifecycle Hub Plus

Introduction

Dell is pleased to provide Dell Lifecycle Hub Plus ("LCH Plus") 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. This Service Description commences on the date listed on your Order Form and continues through the term ("Term") indicated on the Order Form. For additional assistance or to request a copy of your service contract(s), contact technical support or your sales representative. Certain defined terms will be defined in the glossary Section of this Service Description, the context in which they are used or, in some instances, in the context of a later Section in this Service Description.

The Scope of This Service

The Service seeks to provide the Customer with device lifecycle management for Customer Entitled Assets and standard peripherals. "Entitled Asset(s)" include customer owned or leased serialized assets including Dell-branded and non-Dell-branded desktops, notebooks, and tablets as set forth by the entitled list provided to Dell by the Customer. For the avoidance of doubt, while included in the Service, Entitled Assets do not include, for example: monitors, keyboards, mice and other standard computing peripherals.

The Service is provided remotely using Dell standard practices, processes and tools. Key components of the Service and respective elements are described in Table 1 below:

Table: 1

Dell Lifecycle Hub Plus Elements	
Transition Services	• Customer ITSM system integration with Dell • Movement of seed stock to lifecycle hub • Business rules definition and persona set up
Account Management	• Client delivery executive
Asset Management & Device Refresh Planning	• Asset management & tracking

	• Entitlement management • Device refresh planning • Device refresh communication & tracking
Warehousing & Deployment with Configuration Services	• Service request management • Warehousing & inventory management • Persona-based configuration (bios, OS, and apps) • Shipping, kitting & dispatch
Re-deploy Management	• Device returns and re-deploy • Cosmetic refurbishment, repairs & re-tagging • Certified data wipe for returned devices
End of life Management	• Leased assets return • Assets resale and recycle
Billing	• 3 year or 4 year contract term • Monthly or upfront payment option

Detailed Description

Transition Services and Onboarding

Transition Services facilitates implementation of the Services in scope documented in this Service Description. A joint Transition Team will be appointed by the parties to manage the Transition. The Transition Team will develop and update the approved Transition Milestone Plan and enable appropriate implementation to agreed schedules. The Transition Team will be comprised of Customer and Dell representatives from the functional disciplines needed to accomplish the Transition and address issues including, but not limited to, business management, Dell management and procurement, security and information protection, human resources, communications, facilities, and service management.

The Transition Managers will establish the mechanisms for accomplishing Transition, including schedules, communications protocols, a change control process for the Transition Milestone Plan, and an escalation process for critical transition problem identification and resolution.

Transition Services will commence within approximately 14 days following the purchase of the Service. Dell solution is based on approximately a 3-month Transition Period depending on the configuration services selection.

Dell Responsibilities (Transition Services)

- Assign an individual who will serve as the single point-of-contact and be responsible for working with the Customer's Transition Manager to facilitate the transfer of applicable lifecycle management services to Dell;
- Provide the resources necessary to perform its responsibilities set forth in the Transition plan;
- Develop and maintain, with Customer's assistance and approval, the detailed Transition Milestone Plan;

- Provide regular Transition Milestone Plan updates and status to Customer consistent with agreed upon processes;
- Identify fall back and contingency plans to mitigate risk; and
- For a successful configuration of a PC device, prior to Assumption of Service:
    a) Validate Customer's deployment solution by working with Customer to collect and analyze information from Customer's deployment environment relevant to their configuration process;
    b) Provide Customer with findings report and action items required for successful pre-provisioning;
    c) Provide Customer with a format in which to submit hardware and services persona definitions;
    d) Request authorization/consent from Customer to grant permissions, per Azure Client, to register devices on their behalf;

Customer Responsibilities (Transition Services)

- Assign an individual who will serve as the single point of contact and be responsible for working with the Dell Transition Manager to facilitate the transfer of Services to Dell;
- Provide input as required and approve the Transition Milestone Plan including the criteria for Transition priorities and acceptance;
- Provide approvals and signoffs of key milestone deliverables within specified timeframes as outlined in the Transition Milestone Plan;
- Provide current documentation related to the Transition (e.g., Customer's third-party supplier information, Customer service location data, configuration documentation);
- Provide access to technical and business points of contact and required data/information for matters related to the scope of Service within specified timeframes as outlined in the Transition Milestone Plan;
- Participate in testing required for the transition of the Services as specified in the approved Transition Milestone Plan;
- Provide development resources for integration with Dell-provided system and develop necessary workflow;
- Approve the exit criteria for determining the completion of Transition of the Services;
- Produce and distribute all Customer end-user communications, training materials, reference guides, and other necessary documents to introduce the new services and related processes to the Customer's organization;
- Provide the necessary documentation, access to systems, access to subject matter experts, and other resources, as reasonably requested by Dell and within specified timeframes as outlined in the Transition Milestone Plan;
- Before the kick-off meeting, Customer will specify any additional requirements, such as nondisclosure agreements or specialized background check requirements, for Dell resources supporting the Services;
- Customer shall provide hardware persona definition up to twelve device tiers as per the format provided by Dell;
- Provide a list of all Entitled Assets (Dell and/or multivendor) in Dell provided format prior to shipping Entitled Assets not in Customer's end-user environment to LCH facility;
- Customer shall ship Entitled Assets and/or peripherals that are not in Customer's end-user environment to LCH facility, within 30 calendar days before AOS;
- For a successful configuration of PC, before Assumption of Service Customer will:

a) Provide an operational deployment solution to be verified as compatible and operational via collaboration with Dell and within specified timeframes as outlined in the Transition Milestone Plan;
b) Provide hardware persona definition in a format specified by the provider and within specified timeframes as outlined in the Transition Milestone Plan;
c) Resolve action items provided by Dell as a result of deployment validation activities; and
d) Provide authorization/consent for Dell to grant permissions per Azure Client, to register Devices on Customer's behalf.

- During Transition or due to Change Control, participate in Staging Validation by:
  a) Ordering at least one model of each PC device to be staged by Dell;
  b) Initiate internal testing of the resultant staging to Customer-specified criteria;
  c) Provide feedback to Dell;
- Repeat testing of subsequent attempts until success; and
- Customer shall provide business rules policy to perform the Service such as end-of-life policy and refresh planning policy.

Account Management

In the delivery of the Services, each Party shall assign a single point of contact Customer Delivery Executive (the "CDE") to serve as the lead for each Party.

Dell Responsibilities (Account Management)

- Manage Dell's tasks, project resources, and coordinate activities with Customer;
- Conduct mutually agreed meetings with Customer to communicate roles, responsibilities, review assumptions, and schedule activities. These meetings include organizing regular operational reviews, business reviews, and performance reviews covering activity, performance metrics, and active issues;
- Make any changes associated with the project in compliance with the Change Management process;
- Track and manage program level issues or problems as they are reported to the CDE from each of the installed program functions, the service delivery team, or from the Customer; and
- Manage the escalation of issues between Dell and Customer and use reasonable efforts to provide a response for escalation of issues within twenty-four (24) hours.

Customer Responsibilities (Account Management)

- Provide reasonable assistance, cooperation, timely decisions and support in connection with the provision of the Services by Dell;
- Obtain all consents, approvals, and licenses for the use of Customer-provided software required by Dell, Customer suppliers, and licensors that are reasonably necessary to support or permit the provision of Services under this Service Description;
- Manage the escalation of issues between Dell and Customer;
- Use reasonable efforts to provide a response for escalation of issues within twenty-four (24) hours;
- Provide lead for assistance with reporting, billing, and change management issues;
- Provide local admin and network access rights that will allow Dell the ability to perform the activity per Customer security policies and procedures; and

- Provide Dell CDE with a minimum of 72 hours' notification of changes to the environment or processes that will affect Dell's ability to perform activities outlined in this Service Description.

Order and Request Management

Dell Responsibilities (Order and Request Management)

- Coordinate with Customer on new device order fulfillment to fulfill LCH inventory levels for Entitled Assets with key peripherals;
- Fulfill service requests for new or used Entitled Assets based on user personas through Customer ITSM request system integrated with Dell-provided system; and
- Provide Customer access to data and tracking capabilities of service requests via standard B2B integration between Dell systems and Customer systems.

Customer Responsibilities (Order and Request Management)

- Customer ITSM must connect to Dell-provided system endpoint to send service requests to Dell and receive updates from Dell; and
- Provide resources to perform data mapping of Customer data to Dell-provided systems as required.

Asset Management Toolset

Dell Responsibilities (Asset Management Toolset)

- Provide Cloud-hosted implementation for the AMDB toolset;
- Provide ongoing management and maintenance of the AMDB infrastructure including hardware, Operating System, SQL and IIS backup, security management, antivirus, and IDS;
- Implement a single instance of the AMDB toolset, configured to the agreed Customer needs to be limited by the current capabilities available in the toolset;
- Maintain tool uptime, availability, regular maintenance, technical support, troubleshooting, and upgrades limited to those required by Dell;
- Set up API integrations with Customer provided single source of truth for discovery such as Microsoft Intune, Microsoft System Center Configuration Manager (SCCM), or Workspace ONE and not limited to bulk data upload capabilities, business rules, additional asset fields, and statuses; and

  Set up API integrations with Customer‘s asset data management system to incorporate Customer's asset and people data system into Dell system to support Asset Management processes.

Customer Responsibilities (Asset Management Toolset)

- Provide the guidelines and process detail regarding processes such that Dell will understand the requirements to configure the AMDB toolset for Customer's needs;
- Provide one (1) or more email accounts, enabling the AMDB toolset to send out emails to End Users, managers, and points of contact within the Customer's IT and business communities;
- Provide access to Customer's electronic discovery toolset and monitoring of assets on Customer's network using Customer's Azure Directory, Intune, SCCM, network, or Workspace ONE;
- Provide access to and set up internal workflows in Customer's asset database management system and people data system to support asset data management processes;
- Incorporate discovery systems management reports with AMDB; and

- Customer is responsible for providing basic employee information (e.g. employee name, email address) to Dell and maintaining the quality of that data.

Asset Management & Tracking

Dell will implement the AMDB toolset and establish processes and staff resources to perform Asset Management and Lifecycle Management for Customer Entitled Assets.

Dell Responsibilities (Hardware Asset Management)

- Incorporate the Customer's Entitled Assets and basic employee information (e.g. employee name, email address) into the Dell AMDB to support Asset Management processes during Transition;
- Incorporate with Customer policies of the following Dell Asset Management processes during Transition for Entitled Assets;
    a) Assets end-of-life policy;
    b) Assets per user;
    c) Time to return replaced assets;
    d) Employee onboarding;
    e) Contract lease policy;
    f) Employee separation; and
    g) Security policies and updates.
- Monitor and report end-user adherence to Customer defined policies and procedures for Entitled Assets;
    a) Asset disposal or reuse;
    b) Assets per user;
    c) Time to return replaced assets; and
    d) Security policies and updates.
- Dell will work with the Customer to create metrics for reporting;
- Support periodic (not to exceed quarterly) asset management hardware audits to validate the data in Dell AMDB and identify any necessary remediation through data analysis and reporting;
    - using a sample size of 5% if the number of Entitled Assets is 10,000 or less or
    - using a sample size of 2% if the number of Entitled Assets is greater than 10,000;
- Before Assumption of Service, reconcile Customer-provided baseline of Entitled Assets against existing electronic discovery data;
- Incorporate agreed Customer-provided data into the established asset system from the following sources - HR, Dell Purchases, Financial, Lease, Disposal, and Discovery system;
- Implement business rules based on IAITAM best practices for Entitled Assets in consultation with Customer during transitioning;
- Maintain status of Entitled Assets as reported via automated data exchange for IMAC activities; monitor and remediate any ITAM data or system integration issues caused by Dell integrations;
- Manually update or correct Entitled Assets records in the AMDB as a result of data or system integration issues;
- Identify potential lost/stolen assets from Entitled Assets;
- Associate Entitled Assets to users, accounting codes, lease, and warranty if provided by Customer or included as part of integrated data fields from the discovery tool;

- Provide IT Asset Management reporting that;
  a) is focused on the completeness and accuracy of data;
  b) leads to better location awareness and more effective reporting; and
  c) is defined in the transition phase as Customer and Dell data sources.
- Maintain contract and Support agreement data in AMDB with Entitled Assets and serial numbers. Must include Term start and end dates; and
- Provide IT Asset Management Quality Assurance (QA) for processes in direct control of Dell.

Customer Responsibilities (Hardware Asset Management)

- Provide baseline hardware inventory of Entitled Assets;
- Supply access to data sources and data integration of data sources with the AMDB to provide initial data sets and updated data sets on a predetermined schedule that includes Entitled Asset, user, location, and application information from the following data sources;
  a) Physical inventory;
  b) Various discovery tools such as InTune, SCCM, Workspace One;
  c) Purchase data;
  d) Financial data;
  e) Contracts;
  f) Location information;
  g) People data from HR Database;
  h) Organization Structure;
  i) IMAC – Installs, Moves, Adds and Changes;
  j) Lease Data;
  k) ITSM;
    I. AMDB;
    II. CMDB;
  l) Disposal Information;
  m) Persona (smart group) profiles;

  The above data will only be obtained directly from source systems and no other source, specifically including ITSM data;
- Provide input and details required by Dell to enable configuration of the AMDB including, but not limited to, Customer guidelines and processes;
- Maintain the data in the appropriate purchasing catalog and web page, such as, but not limited to, hardware models and images;
- Define Third-Party Vendor, Customer, Security, and Annual audit requirements;
- Setup, configure, and manage all ITSM tool processes, workflows, approvals, and internal Customer ITSM tool views;
- Collaborate with Dell on the definition of business rules for Entitled Assets;
- Provide contract and support agreements with Entitled Assets serial numbers. Must include Term start and end dates;
- Provide access to Customer subject matter experts to support ITAM implementation and program;
- Provide current ITAM-related policies including but not limited to the Joiners and Leavers Policy, hardware and software Standards, and local admin access;

- Communicate with Dell in advance of changes to HR, purchase info, finance lease, disposal, System Management (Discovery data), or any other data provided by a system or report that impacts AMDB data accuracy. Changes should be submitted and evaluated via the Change Management Process;
- Provide a monthly list of Entitled Assets to be excluded from tracking;
- Provide a monthly list of off-network Entitled Assets to be tracked;
- Communicate changes to Dell regarding hardware standards for Entitled Assets; and
- Provide a list of applicable supported business locations and business entities for the Entitled Assets.

Device Refresh Planning

Dell Responsibilities (Device Refresh Plan)

- Establish device refresh rules based on business requirements, such as device age, leasing terms and usage patterns;
- Develop a comprehensive plan outlining the methodology for device refresh, including timelines, processes, and responsibilities;
- Align refresh rules with organizational goals to ensure optimal productivity and cost-efficiency;
- Identify and verify data sources necessary for refresh planning including accurate tracking of device lifecycle status;
- Set a regular cadence for data updates to maintain current and actionable information;
- Generate a monthly outlook report detailing the total number of devices scheduled for refresh each month over the upcoming year and provide insights into trends and potential impacts on business operations;
- Identify and list end users whose devices are due for refresh in the next cycle.
- Prioritize users based on predefined business requirements/rules and customer-provided goals;
- Provide an option for IT leaders to review and approve the refresh plan before execution to ensure alignment with predefined strategic IT initiatives and budget considerations;
- Provide advance notifications to Customer point-of-contact (“POC”) about upcoming hardware device needs required for the refresh with recommended lead time for ordering and receiving new devices;
- Provide hardware replacement mapping specifying which new hardware models will replace the old ones taking into consideration existing infrastructure;
- Provide estimation for financial investment needed for the upcoming refresh cycle that includes cost projections for Dell device purchases; and
- Conduct monthly and quarterly reviews to compare the planned refresh activities with actual execution and identify any discrepancies determining corrective actions as needed.

Customer Responsibilities (Device Refresh Plan)

- Provide input on business requirements and priorities for device refresh criteria;
- Ensure access to necessary data sources and facilitating data exchange processes;
- Review and approve the refresh methodology plan;
- Review and provide feedback on the monthly outlook report;
- Confirm the list of target end users for the next refresh cycle;
- Approve the refresh plan as needed;

- Review and acknowledge advance notifications of hardware needs;
- Approve the specific hardware models and configurations to be purchased;
- Confirm the updated hardware selections and their replacements;
- Allocate budget and approve projected spending for the refresh cycle;
- Purchase required hardware to send to LCH hub; and
- Participate in monthly and quarterly reviews and providing feedback on refresh execution. Consider and implement recommended changes to the refresh methods as appropriate.

Device Refresh Communication and Tracking

Dell Responsibilities (Device Refresh Communication and Tracking)

- Provide guidance on instructions on the refresh process and any actions required from the end user;
- Notify the end users informing them of their scheduled device refresh;
- Maintain a detailed report of all devices that have been successfully refreshed; and
- Identify and report users who have not responded to refresh notifications and implementing predetermined follow-up actions to the help the customer drive compliance and responses.

Customer Responsibilities (Device Refresh Communication and Tracking)

- Ensure end users are aware of and respond to refresh notifications; and
- Address non-responsiveness among end users and follow-up.

Warehouse and Inventory Management

Dell will provide inventory management for the Entitled Assets for the storage, provisioning, repair, and distribution of Entitled Assets.

Dell Responsibilities (Warehouse and Inventory Management)

- Receive Entitled Assets and/or peripherals from freight carrier;
- Inform Customer of any Unentitled Asset received;
- Track inventory information in Dell system and provide weekly data to support standard electronic reporting of on-hand inventory and status of inventory at the LCH;
- Provide Storage Services as follows:
    a) Warehouse new or re-deployable Entitled Asset received for Customer for 90 calendar days (Warehousing Period) from the date received by Dell LCH facility;
    b) Provide aging reports on Customer's inventory as a means for Customer to plan equipment shipments and future orders;
    c) Dell will ship and reserves the right to charge Customer for additional LCH tasks required to ship products that remain past the Warehousing Period and any approved extensions.
- For new Dell Entitled Assets purchased by Customer, store such Entitled Assets until required by Customer subject to:
    a) Takeback or restocking of new Dell Entitled Assets after delivery to the LCH (only permitted within first 30 calendar days after delivery to the LCH);
    b) For new Dell Entitled Assets, warranty support entitlement will commence at the time of shipment from the factory;

c) Dell will charge warehouse extension fees for each new inventory unit (devices, monitors, and peripherals) aged over 90 calendar days in increments of thirty (30) days, up to a maximum of three (3) extensions, resulting in a total storage period not exceeding one hundred eighty (180) days or limited by local laws. The warehouse extension fee is not prorated. In the event that storage exceeds beyond the maximum period of one hundred eighty (180) days, the Customer shall be responsible for providing an alternative location within the scope of the service to which the devices can be sent. The Customer shall bear all costs associated with the execution of this transfer.

d) If a new device is leased through Dell Financial Services (DFS), the commencement of the lease for the Dell Entitled Assets will be dictated by the terms of the DFS lease.

Customer Responsibilities (Warehouse and Inventory Management)

- Ship to Dell, at Customer's expense, pre-existing, inactive Entitled Asset and/or peripherals intended to be redistributed by Dell, and notify Dell in advance of such shipments;
- Provide accurate Entitled Assets and/or peripherals volume projections to Dell at least monthly;
- Provide all stock necessary in advance for Dell to meet volume projections and associated Service Levels in each country of the Service scope;
- Notify Dell as soon as reasonably possible if projections change;
- Assist Dell in the resolution of any discrepancies in received equipment as necessary;
- Coordinate installation and commissioning of imaging and provisioning software, hardware, and network configuration, which will be used by Dell as part of the delivery of the Services;
- Customer and Dell will collaborate to develop and implement an acceptable and centralized configuration management process to standardize and govern Image revisions, imaging procedures, operating procedures, and configuration Bill of Materials (BOM) standards and documentation;
- For Warehousing Support:
  - During onboarding, provide a receiving address to receive bulk shipments of product that will reach the end of the warehousing period;
  - For new product retained in the warehouse beyond 90 days, provide a consumption plan for extended inventory;
  - Respond within three (3) business days of Dell notification of reaching storage limit, pickup of EOL/non-reusable product;
  - Acknowledge delivery for all new products shipped to Customer-provided receiving address;
- Customer agrees not to send equipment to the Lifecycle Hub containing information subject to Legal Hold. Dell can arrange for such equipment to be sent to an alternate Customer location when notified in advance. Customer will immediately notify Dell of Entitled Assets or other materials subject to Legal Hold while in Dell's possession and provide an address for said Entitled Assets or materials to be returned to, at Customer's sole expense.

Shipping, Receiving, and Re-stock / Re-deploy

Perform depot logistics at a Lifecycle Hub for Entitled Asset. The services consist of a managed and controlled receipt process of Customer- returned equipment, inspection, screening and diagnosis, repair coordination, and testing.

Dell Responsibilities (Shipping, Receiving, and Re-stock / Re-deploy)

- Dell will electronically transmit acknowledgment of receipt of Entitled Asset to Customer service management system via electronic service request;
- Dell will perform an incoming inspection on received Entitled Asset, and document the results;
- Dell will perform a quick test procedure on returned units to determine if functional failures will impact the ability to complete a full data sanitization for Entitled Asset to be retired;
- Sanitization and environmental disposal of all external storage devices will be performed;
- Dell will, as required for each Entitled Asset, perform a IEEE 2883 compliant purge for data wipe on the hard drive. Data wipe will include:
    - Secure chain of custody
    - Reporting and tracking
    - Data wipe activities
- Dell will receive Entitled Asset with usable life back into finished goods to be stored until required to be re-deployed to the Customer;
- Perform fulfilment of service requests which will include the picking of Entitled Assets and any additional accessories. Kit the required components and pack (includes device, up to 2 monitors, and up to 5 additional standard peripherals (mice, keyboard, docking station); and
- Shipping costs are not included in the overall price of the Service. Customers can opt to use one of the below options depending on the geography:
    - use Dell-provided shipping rates, which will be charged monthly in arrears. Charges will be based on number of shipments made, using Dell's published rates at the time of shipment;
    - use Dell-provided shipping with pre-defined shipping service level for a fixed monthly fee per Entitled Asset at the time of service purchase. Charges will be applied monthly per device, bundled with the service fee independent of the number of shipments;
    - provide Dell with the Customer's shipping accounts. This option is not available in EMEA.

Customer Responsibilities (Shipping, Receiving, and Re-stock / Re-deploy)

- Customer agrees not to return product containing information subject to any internal policies such as legal hold, data retention requirements, regulatory requirements, data privacy obligations, etc. ("Customer Internal Policies"). Customer will immediately notify Dell of devices or materials subjected to Customer Internal Policies while in Dell's possession and provide an address for said devices or materials to be returned, at the Customer's expense. Further, Customer will hold Dell harmless for any liabilities that may occur due to its processing of devices or materials subject to Customer Internal Policies sent to Dell by the Customer. For the avoidance of doubt, Dell accepts no liability for devices sent to Dell that are subject to Customer Internal Policies;
- Provide accurate Entitled Assets volume projections to Dell for a six (6) month volume and activity forecast to Dell, at least monthly; and
- All Entitled Assets are required to be under warranty or support contract until EOL.

Cosmetic Refurbishment and Repair

Dell Responsibilities (Cosmetic Refurbishment and Repair)

- Dell will screen the unit when Entitled Asset is received at hub;
- Before Entitled Assets are processed to put it back to storage for future re-deployment, a final functional test and cosmetic inspection will be performed. This will include:
    - Removal of non-required stickers;

  - Buffing of light surface scratches;
  - Final wipe down;
  - Final functional test. If the device fails, it will be routed to quality hold for review;
- Dell will determine functional failures that require repair in or out of warranty based on Customer specifications;
- Complete a cosmetic review to determine the routing disposition of Entitled Assets;
- Dell will coordinate necessary system-level repair of detected or Customer indicated issues for End User systems leveraging Customer-contracted Third Party or OEM under Customer support entitlement for Entitled Asset;
- Dell will coordinate Third Party/OEM repair and return process for all Entitled Assets received and/or Out to Vendor (OTV) repairs;
- Manage Customer's In and Out-of-Warranty Inventory limited to tracking inbound and outbound Entitled Assets;
- Dell shall leverage the OEM's warranty terms and conditions to coordinate the applicable parts of the Services. Dell will be responsible for following the OEM's return authorization process; and
- In case of repairs for out-of-warranty desktops or notebooks from the Entitled Assets received at hub:
  - Dell will prepare the device for disposition according to the pre-determined plan outlined in onboarding when a device comes back to LCH and the system entitlement is out of warranty;
  - If a device is under warranty and the failure reason is outside the scope of the warranty entitlement the device will be put on hold and Customer will be contacted.

Customer's Responsibilities (Cosmetic Refurbishment and Repair)

- Provide the acquisition and purchase of OEM warranty or 3rd party equipment repair contracts and entitlements;
- Provide specifications and procedures to facilitate the coordination of in-warranty and out-of-warranty repairs when Dell does not have direct access to an authorized in-warranty repair solution; and
- All Entitled Assets are required to be under warranty or support contract until EOL.

Configuration Services

Configuration services focus on shipping pre-configured Entitled Asset based on persona definition defined during transition/onboarding period so that the end user is productive in a few minutes after receiving the Entitled Asset. Lifecycle hub provides an option to Customer to choose one of the configuration services – Dedicated Connected Configuration and Windows Autopilot Pre-provisioning to deploy pre-configured equipment.

Dedicated Connected Configuration

- "Dedicated Connected Configuration" allows for the extension of the Customer network to Dell configuration centers enabling the Entitled Asset to be connected to the Customer network for provisioning before delivery. The Customer deployment solution will be hosted in each Dell Lifecycle Hub facility supporting the customer, using dedicated Customer hardware and systems management software, and will be connected to the Customer network via a secure VPN connection;
- The primary Customer site is connected via the secure VPN connection to the secondary site at the Dell Lifecycle Hub. Content such as Windows OS images, updates, and applications from the

Customer primary distribution point can be synchronized using the VPN to the secondary distribution point at Dell. Since the hardware has access to Customer network resources during the staging process at the Dell configuration center, Customer can complete specific tasks traditionally performed at each end user's desk such as joining the domain, active directory management, and installing applications; and

- Dedicated Connected Configuration allows for Customer's deployment process to be fully executed and completed in the Dell Lifecycle Hub using Customer-owned and managed hardware and software. With Dedicated Connected Configuration, Customer is responsible for the majority of the deployment process including:
  - Content on the distribution point;
  - OS image(s);
  - Driver management;
  - Patch management;
  - Change management controls;
  - Work instructions;
  - Troubleshooting failures.

Service Procedures (Dedicated connected configuration)

- The Customer's deployment solution will be hosted at a Dell configuration center and will be connected to the Customer's network via a secure tunnel. The secure connection will be offered as a gateway between Customer's environment and Dell production environmentCustomer may use the secure tunnel to provide further customization of other deployment options, including, but not limited to encryption and other security and access features, and role-based administration, active directory discovery, and other network, database, and security configurations. The deployment process will be limited to a maximum of four (4) hours of processing time and ten (10) minutes of technician support for initiation and completion of the automated task sequence per device configured. Order and/or service request fulfillment capacity will be calculated based on Customer's forecasted unit volumes and the capability of Customer's deployment solution as defined in coordination with Dell during the scoping process. This includes average time to deploy per unit, and maximum units that can be deployed concurrently. Service is contingent on Dell validation of Customer's proposed OS deployment solution. As part of validation, Dell will work with Customer to collect and analyze information from Customer's environment relevant to their OS provisioning process;
- The deployment solution will be established using the Customer's physical hardware. The physical hardware solution enables the Customer to provide their deployment solution and related Customer hardware to be integrated into the Dell configuration center(s); and
- Customer shall defend, indemnify and hold Dell harmless on demand from, any claim or action arising out of any Customer direction regarding the configuration of the Entitled Assets using the secure connection and the Connected Configuration service, or any failure by Customer to comply with the terms, conditions and Customer responsibilities outlined in this Service Description. Customer hereby acknowledges and agrees that Dell is authorized to take all reasonable measures to protect the physical assets or any other aspect of the IT environment of Dell and/or any third parties that may be impacted by a security threat introduced by Customer into Dell's or such third parties' physical assets or IT environment(s).

Dell Responsibilities (Dedicated connected configuration)

- Provide access for purposes of establishing a secure VPN connection to Customer's network;

- Provide all required training, and related costs, for Dell personnel on a continuous basis as necessary;
- Provide 4U of rack space and associated environment for Customer-provided, pre-staged, server, switch, and firewall required to facilitate logical connection and extension of Customer's deployment solution;
- Mount Customer-provided equipment in the Dell's 4U allocated rack space and follow Customer instructions for startup; and
- Unbox and attach the Entitled Asset received at the hub to the established Customer's deployment environment during the staging process to fulfill Customer service requests per agreed work instructions.

Customer Responsibilities (Dedicated connected configuration)

- Before Assumption of Service:
    a) Provide an operational deployment solution to be verified as compatible and operational via collaboration with Dell;
    b) Provide hardware and services persona definitions in a format specified by Dell;
    c) Provide a physical deployment solution that is rack mountable in the LCH (the Customer Hardware), and/or redundancy as required by Customer's project scope, Customer system management software (Customer Software) and all content and Customer task sequences ("Customer Content"). Customer shall retain title to Customer Hardware while it is in Dell's provisioning location. Customer Hardware shall include a firewall, deployment server, and network switch;
    d) Provide resources necessary to establish a secure VPN connection with Dell's facility; the secure network connection must meet (or exceed) Dell site-to-site VPN security requirements.
- Maintain responsibility for all maintenance, security, management, monitoring, and support of the Customer Hardware and Customer Software and maintaining a system availability metric of 99% uptime. Customer agrees that any issue related to the Customer Hardware or Software, or availability of required functionality, will excuse Dell of its obligation to perform the Services until such issue is resolved and required functionality restored;
- Provide deployment work instructions including, but not limited to, steps required to initiate deployment, instructions that clearly identify when deployment has been completed, and steps for system shut down before shipment;
- Place Service Requests with configuration work instructions and/or technical specifications from Customer's Service Management system (e.g., ServiceNow) through Dell's Integration system.
- Manage deployment server, system deployment, driver, and operating system updates using their systems management environment and procedures. Should updates affect work instructions or processing speed, Customer will inform Dell of possible work instruction changes;
- Leverage Customer's hosted systems management environment for client system deployments to minimize network traffic and reduce system deployment processing times;
- Understand that in no event will Customer's Third Party maintenance contract entitle Customer or any Third Party to access Dell's facilities, either physically or virtually, without Dell's prior written acknowledgment and acceptance of such access;
- Understand that during the period that the Customer Hardware is in the LCH, the risk of loss of the Customer Hardware will remain with Customer;
- Make arrangements with Dell for any physical maintenance to be performed on Customer's provisioning equipment;

- Provide advanced notice of known volume bursts; and
- Customer is responsible for providing separate Deployment Solution(s) and work instructions, as appropriate, for non-Windows Entitled Asset hardware.

Windows Autopilot Pre-provisioning

Dell provides trained personnel that perform imaging, device configuration, installation of software applications loaded into Autopilot and defined in personas, and picking and shipping of completed kits using Autopilot Pre-provisioning. When requested by Customer, devices will be pre-provisioned using Windows Autopilot from the LCH. Pre-provisioning will include:

- Windows Autopilot Registration
- Dell Windows Ready Image
- Pre-Provisioning Services for Windows Autopilot

Dell Responsibilities (Windows Autopilot Pre-provisioning)

- Register the device on Customer's behalf using Customer information provided at time of service request using standard Microsoft Windows Autopilot process. Dell will remove prior registrations for devices arriving at the hub;
- Deploy the Dell Ready Image to devices using an imaging process that dynamically applies drivers specific to the device being imaged, regardless of Windows device manufacturer, at the time of imaging. Dell shall not be responsible for any security configuration concerns for non-Dell device drivers;
- Provide guidance and documentation for implementing Dell Orchestration Logic App (DOLA) to the Customer's Microsoft Azure tenant to support WAPP performance;
- In the event of a pre-provisioning process failure, address the issue according to the following:
  a) Where these issues are rectifiable by Dell, these will be addressed by Dell (e.g. network, environmental);
  b) Where these require Customer intervention, escalate to Customer and rework as needed;
- Provide weekly reports on error conditions that impact the throughput of the LCH facility; and
- In the event that there is an error in the Windows Autopilot for pre-provisioning deployments process that requires Customer to implement an appropriate fix, Dell will notify Customer. Service impact resulting from failures not addressable by Dell may delay Dell's ability to meet service level objectives. Dell shall not be responsible for such delays; and
- Upon successful pre-provisioning process completion, repackage the provisioned device and ship to the address designated by Customer in the Service Request for the device.

Customer Responsibilities (Windows autopilot pre-provisioning)

- Maintain the applicable Azure licensing in support of Autopilot for use by the Service;
- Assignment of Intune application packages to groups for provisioning;
- Enable the Windows Autopilot for pre-provisioning deployments option as defined by Microsoft and Dell;
- Creation of Intune application packages;

- Prior to implementation of DOLA and when required for updates during the term, perform DOLA configuration changes and/or include DOLA configuration in the Customer's tenant with Dell's assistance;
- Place Service Requests with configuration work instructions and/or technical specifications including group tag identifier from Customer's Service Management system (e.g., ServiceNow) through Dell's Integration system;
- For Windows Ready Image processes Customer will be responsible for:
    a) Confirm the version of Windows Professional to be used;
    b) Agree to transition points for migration from each Windows version to the next while staying within Dell's release and support schedule;
    c) Select Dell-engineered (factory-ready), Windows OEM Professional, 64-bit, Windows Ready Image(s) based on Dell-provided choices;
    d) Configure Autopilot to deploy language packs if needed;
- Grant Dell OEM authorization for Windows Autopilot Registration according to the Microsoft Windows Autopilot Customer Consent process for OEM authorization;
    a) Accept the agreement and OEM authorization when prompted by Dell's invitation;
    b) Provide Dell with Customer Azure AD domain name;
    c) Provide Dell with Customer's Azure AD Tenant ID (also known as the Directory ID);
    d) Perform above activities for each Microsoft Azure AD Tenant;
- Provide any services required to support the Windows Autopilot for pre-provisioning deployments service, including but not limited to:
    a) Licensing Azure Active Directory Premium to at least P1 for the users receiving Devices;
    b) Licensing Intune for the users receiving Devices;
- Order devices with the Windows Pro OEM Ready Image;
- Order devices that include a physical TPM 2.0 chip with support for device attestation;
- Auto-assign a profile to each Autopilot Device ID registered by Dell to Customer's Intune tenant;
- Allow Autopilot provisioning functionality outside of the on-premises environment;
- Validate OS modifications that occur during Customer's provisioning process and post-deployment at Customer's site by Customer's management tools;
- Address issues encountered during the Windows Autopilot for pre-provisioning deployments process in a timely manner to minimize disruption to the provisioning capability;
- Automate all Autopilot profile and End User assignments such that all activities can be performed in a single session by Dell;
- Provide accurate device volume projections to Dell based on persona defined and Autopilot Group Tags, at least monthly, or as otherwise mutually agreed to during Transition;
- Provide advanced notice of known volume bursts;
- Customer is responsible for providing separate Deployment Solution(s) and work instructions, as appropriate, for non-Windows Entitled Asset hardware; and
- Customer shall defend, indemnify, and hold Dell harmless on demand from, any claim or action arising out of any Customer direction regarding the configuration of the entitled assets using the secure connection and the windows autopilot pre-provisioning service, or any failure by Customer to comply with the terms, conditions and Customer responsibilities outlined in this Service Description. Customer hereby acknowledges and agrees that Dell is authorized to take all reasonable measures to protect the physical assets or any other aspect of the IT environment of Dell and/or any third

parties that may be impacted by a security threat introduced by Customer into Dell's or such third parties' physical assets or IT environment(s).

Asset Re-tagging

Dell Responsibilities (Asset Re-tagging)

- Dell will add a visual indicator or label on the Entitled Assets received at the hub to identify different hardware configurations based on the personas defined during the transition;
- In the instance an asset tag is unreadable Dell LCH will replace the original tag on the Entitled Asset with a replacement small or medium (static) tag in black and white color font, with specifications agreed upon between Dell and the Customer.

Asset recovery

Please see the Asset recovery terms in **Appendix A**.

Entitlement Management

Entitlement management ("Entitlement Management") places focus on the administration and servicing of in-scope, reported Entitled Assets in the Customer's end-user environment and at the LCH. However, if the Customer requires Dell to perform service on assets that are not Entitled Assets under LCH Plus service ("Unentitled Asset"), Dell can offer assistance with commercially reasonable effort, subject to per-event fees.

Dell Responsibilities (Entitlement Management)

- Incorporate the Customer's Entitled Assets, based on requirements provided by Dell, into the Dell AMDB;
- If Services are requested on an Unentitled Asset, Dell will notify Customer of request and request authorization of service. If mutually agreed in advance, Dell will act on the request via a documented business rule;
- Dell will supply a list of Unentitled Assets, not being immediately retired, for inclusion as Entitled Assets; and Customer will be billed the monthly fees for such Entitled Asset until it is removed from entitlement or retired, subject to this Service Description;
- For Unentitled Assets received by Dell where the Customer has elected not to change Unentitled Asset to Entitled Asset, Dell will return that Unentitled Asset to Customer, and a discrepancy resolution fee and shipping costs will be charged for the handling of the Unentitled Asset; and
- In all cases, Services provided to Unentitled Assets are excluded from service level measurements.

Customer responsibilities (Entitlement Management)

- Provide access to Customer's electronic discovery toolset and monitoring of assets on Customer's network using Customer's AD, SCCM, network, or Workspace ONE;
- Provide monthly list of Entitled Assets including serial number/service tag number, EOL date, make, warranty end date and model in an electronic format specified by Dell;
- Provide business rules for Dell to reference when encountering an Unentitled Asset fitting certain criteria;

- Customer agrees that Entitled Assets submitted for disposal are removed from the entitlement list;
- Customer agrees that Entitled Assets sent back to the LCH and those not sent to disposition will remain on the entitled list.
- Respond to Dell requests for direction/authorization on servicing of Unentitled Assets received within 5 business days of notification from Dell; and
- Customer agrees to act in good faith and produce Entitled Asset list to the best of their ability and to actively correct root causes of discovered inaccuracies. Failure to correct ongoing data inconsistencies may be used by Dell to terminate the Service for cause and additionally include termination fees, up to and including payment for the remainder of the Term.

Billing

The Service provides monthly or upfront payment options to Customer. The following terms apply to subscription billing:

- Order Form will define the agreed contract term of 3 years or 4 years, number of Entitled Assets, configuration service option, countries in scope, and unit rate. Any additional charges will be reflected in the order form;
- At the completion of Transition, and acceptance of Service, Customer will be billed based on total number of Entitled Billable Assets monthly in arrears;
- Customer may increase the Total Number of Entitled Billable Assets. These additional assets will be combined with Customer's existing managed assets to become the new 'Total Number of Entitled Billable Assets'. Dell may charge tiered pricing based on the 'Total Number of Entitled Billable Assets';
- For the US, the minimum Total Number of Entitled Billable Assets is 2,500 units. If the Total Number of Entitled Billable Assets falls below this level, then Customer will still be billed for 2,500 units;
- For EMEA, the minimum Total Number of Entitled Billable Assets is 2,500 units. If the Total Number of Entitled Billable Assets falls below this level, then Customer will still be billed for 2,500 units;
- Customer will be invoiced separately in each country where service is availed and in the local currency of that country. Services pricing excludes uplifts included by invoicing entities in countries where Dell does not have a direct business presence (an Indirect Country);
- Customer may not cancel or terminate the Service at any time for convenience; and
- Tax applied to the invoice will be based on bill-to location on the invoice.

Additional Fees

Customer may be charged additional fees as per the following:

- Extended warehousing fees for each new inventory unit (devices, monitors, and peripherals) aged over 90 calendar days in increments of thirty (30) days, up to a maximum of three (3) extensions, resulting in a total storage period not exceeding one hundred eighty (180) days or limited by local laws. The warehouse extension fee is not prorated. In the event that storage exceeds beyond the maximum period of one hundred eighty (180) days, the Customer shall be responsible for providing an alternative location within the scope of the service to which the devices can be sent. The Customer shall bear all costs associated with the execution of this transfer.
- Monthly shipping charges based on actual number of shipments and published Dell rate at the time of shipment, if Customer opts to use Dell-provided shipping rates. If Customer opts for a a fixed monthly fee per Entitled Asset at the time of the Service Purchase, Dell reserves the right to update the

shipping rate bi-annually if Fuel Surcharge increases by more than 5% than at the time of the purchase;

- For repairs for Entitled Assets where the failure reason is outside the scope of the warranty entitlement or where the warranty has expired;
- Customer may be billed an overage fee on an annual basis as a one-time payment if the annual total actual usage of LCH Plus Services exceeds by 10% or more the total annual percentage of leavers, refreshes, and advance exchanges agreed during the onset of the service or renewal term;
- For Unentitled Assets received by Dell where the Customer has elected not to change Unentitled Asset to Entitled Asset, Dell will return that Unentitled Asset to Customer, and a discrepancy resolution fee and shipping costs will be charged for the handling of the Unentitled Asset. Refer to Entitlement Management section for more details;
- After the first twelve (12) months of Service under this Service Description following completion of transition services and onboarding, Customer may terminate this Service without cause by providing at least ninety (90) calendar days prior written notice to Dell and Customer will pay Dell the Termination Fee, as well as pay for all Services performed by Dell up to and including the date of termination; and
- Any additional LCH Plus Services mutually agreed upon by the parties.

Service Level Objectives

Dell measures its response and resolution performance against the service level objectives below.

Table 2:

Metric	Definition	Objective
New Hire Kit Shipment Time*	After receipt of service request, the time it takes to ship from the LCH facility	24 hrs
Device Refresh Shipment Time*	After receipt of service request, the time it takes to ship from the LCH facility	24 hrs
Whole Unit Exchange Shipment Time*	After receipt of service request, the time it takes to ship from the LCH facility	Same Business Day**
Leaver*	After receipt of service request, the time it takes to ship from the LCH facility	24 hrs
Inventory Level	Hold optimal inventory level for Customer demand	90 Days

Note: Response times are subject to geographical limitations. Not all response times are available in all countries and locations. Contact your sales representative for more information. Above objectives exclude additional time needed for customer dependent transport document preparation cycle time.

* Dell will perform the Services during normal business hours typically 8:00am to 5:00pm at the fulfillment location, Monday through Friday, excluding local holidays. The normal business hours may vary as per the local norms.

** If request is received before 3 pm local time on a working day, subject to availability of the inventory. Otherwise, will be fulfilled Next Business Day subject to inventory availability.

Assumptions

The Service is based on the following assumptions:

- All information provided by Customer regarding site technical requirements and architecture is materially correct;
- Customer has an ITSM software or ticketing tool for its users to submit the request to Dell for fulfillment; and
- All Entitled Assets with batteries have ratings of lower than 100 Watt-hours.

Glossary

Table 3:

Term	Description
AOS	Assumption of Service
AMDB	Asset Management Database
CDE	Customer Delivery Executive
CMDB	Configuration Management Database
DFS	Dell Financial Services
DOLA	Dell Orchestration Logic App
EOL	End of Life
ITSM	IT Service Management
IAITAM	International Association of IT Asset Management
IOP	Integration Orchestration Platform
LCH	Lifecycle Hub
OEM	Original Equipment Manufacturer
VPN	Virtual Private Network
WMS	Warehouse Management System

Definitions

“Customer Content” means any task sequence, data, image or any other Customer content or information.

“Entitled Asset(s)” include customer owned or leased serialized assets including Dell-branded and non-Dell desktops, notebooks, or tablets as set forth by the entitled list provided to Dell by the Customer and are in-scope of LCH service.

“Entitled Billable Assets” shall mean serialized assets (excluding monitors) that have been deployed or previously deployed in Customer’s environment and Customers will be billed for Service against those assets.

"Service Level Objectives "or "SLO" shall mean the definition the expected service between Dell and Customer. No Service Level Credits are available for Service Level Objectives.

"Service Request" shall mean a request from a user or a user’s authorized representative, that initiates a service action agreed as a normal part of service delivery.

"Supported Hardware" shall mean Equipment listed in the Configuration Management System from time to time and located at the Supported Locations.

"Third-Party Software" shall mean a software package or component developed and/or distributed by a person or organization that is not a party to this contract.

"Third-Party" shall mean any individual, sole proprietorship, partnership, firm, entity, unincorporated association, unincorporated syndicate, unincorporated organization, trust, body corporate, or Governmental Authority or regulator, that is not a Party or an Affiliate of a Party.

“Termination Fee” is the charge when a customer terminates Lifecycle Hub Service without cause before term end date.

"Transition Manager" shall mean the individual leader specifically tasked with ensuring all transition activities are completed and the Supplier is prepared to deliver services as agreed on the Assumptions of Services date.

"Transition Milestone Plan" shall mean the key milestones with acceptance criteria required to achieve an on-time completion of Transition Services.

"Transition Milestone" shall mean milestones and/or critical Deliverables, relating to Supplier’s obligations to complete certain Transition Services on certain dates in accordance with the Transition Milestone Plan. Each Transition Milestone shall have acceptance criteria where indicated.

"Transition Period" shall mean the time after the Effective Date, and before Assumption of Services Date during which the Parties execute the Transition Services.

"Transition" or "Transition Services" shall mean the functions, Deliverables, activities, and services necessary for Dell to migrate the in-scope Services from Customer to Dell.

“Unentitled Asset(s)” include all customer-owned or leased serialized assets including Dell-branded and non-Dell desktops, notebooks, and tablets that are not Entitled Assets.

“Value Recovery” will mean compensation paid to Customer for each Entitled Asset which is processed hereunder and is determined by Dell to be eligible for resale.

“Confirmation of Disposal” will mean the document provided by Dell to the Customer which documents that all hard drives were sanitized or destroyed and the disposal/recycling of all other Equipment performed in accordance with applicable local country and state laws and requirements.

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

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

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

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

Data Backup. Customer will complete a backup of all existing data, software and programs on all affected systems prior to and during the delivery of this Service. Customer should make regular backup copies of the data stored on all affected systems as a precaution against possible failures, alterations, or loss of data. Dell will not be responsible for the restoration or reinstallation of any programs or data.

Unless otherwise required by applicable local laws, 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;
- THE LOSS OF USE OF A SYSTEM OR NETWORK; AND/OR
- FOR ANY ACTS OR OMISSIONS, INCLUDING NEGLIGENCE, BY DELL OR A THIRD-PARTY SERVICE PROVIDER.

Third Party Warranties. These Services may require Dell to access hardware or software that is not manufactured or sold 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.

Excluded Data. Excluded Data" means: (i) data that is classified, used on the U.S. Munitions list (including software and technical data); or both; (ii) articles, services, and related technical data designated as defense articles and defense services; (iii) ITAR (International Traffic in Arms Regulations) released data; and (iv) personally identifiable information that is subject to heightened security requirements as a result of Customer's internal policies or practices, industry-specific standards or by law. Customer acknowledges that the Service is not designed to process, store, or be used in connection with Excluded Data. Customer is solely responsible for reviewing data that will be provided to or accessed by Dell to ensure that it does not contain Excluded Data.

Additional Provisions

The Service may be performed outside the country in which Customer and/or Dell is located. From time to time, and in compliance with the terms of the Agreement, Dell may change the location where Services are performed and/or the party performing the Service; provided however, Dell shall remain responsible to Customer for the delivery of Service. If any of the volumetric assumptions used by Dell and Customer to scope any Connected Configuration Service project are materially outside of the established requirements to complete performance of the Service (including Customer's forecasted unit volumes, average time to deploy per unit, maximum units that can be deployed concurrently using Customer's Deployment Solution, and/or configuration factors requiring additional time on task), Dell may adjust the pricing and fulfillment capacity to reflect such changes. Customer acknowledges and agrees that Customer is the data controller and data exporter of any data contained in any physical hardware, drives, or any hosted virtual machine or other components provided by Customer to Dell ("Customer deployment solution"), system management software used by Customer in connection with the Services ("Customer Software") or Customer Content, as applicable, as data may be defined by each country including, but not limited to, the European Union (EU), and Dell is the data processor for Customer hereunder in its performance of the Services. Customer acknowledges and agrees that Customer is responsible for compliance with applicable data privacy laws in each country, and as the data controller and data exporter, and that Dell is responsible for compliance with applicable data privacy laws in each country as the data processor. Customer will indemnify Dell for breaches any of Customer's obligations with respect to compliance with applicable data privacy laws in each country, and for any failure to perform its obligations in accordance with any applicable provisions set forth in the Customer's Agreement to purchase the Supported Dell System(s) and Service(s). Dell shall not be obligated to provide and may terminate the Service(s) upon Customer's breach in accordance with the Customer's Agreement, and Dell shall not be liable for any damages resulting from Customer's breach. Alternatively, Customer may incur additional fees and expenses for any resulting additional time or materials, loss or damage incurred by Dell or its providers. Customer will immediately notify Dell and work with Dell in good faith to resolve any related matter if there is any lapse, defect, deficiency or other problem in connection with its compliance with its obligations under applicable data privacy law and any related provisions in the Agreement.

In the event of Customer caused issues or errors inhibiting Dell performing the service within the facility environment in the allotted timeframe, Dell will coordinate with Customer to ship said units "as-is" from point of failure or from a simplified task sequence prior to point of failure. Customers receiving "as-is" units, responsibility for the completion of units' configuration will be performed by the Customer and within the Customer's environment. Delays to future orders could occur without providing confirmation of resolution to failure back to Dell.

Excluded Services (Dedicated Connected Configuration)

Creation by Dell of Customer Content;

Support or maintenance for any Customer deployment solution or Customer software by Dell, provided, however, that any Customer deployment solution that carries an active Dell support or maintenance contract will be serviced by Dell in accordance with such active Dell support or maintenance contract;

Data migration services;

The development of any intellectual property created solely and specifically for the Customer;

Pre-provisioning of Entitled Asset system asset data;

Resolving Customer deployment solution issues or failures, and;

Any other activity other than those specifically noted in this Service Description

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.

Services Terms & Conditions

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

Customer Location	Terms & Conditions Applicable to Your Purchase of the Services	
	Customers Purchasing Services Directly	**Customers Purchasing Services Through an Authorized Reseller**
United States	Dell.com/CTS	Dell.com/CTS
Canada	Dell.ca/terms (English) Dell.ca/conditions (French-Canadian)	Dell.ca/terms (English) Dell.ca/conditions (French-Canadian)
Latin America & Caribbean Countries	Local on line Commercial Terms of Sale located at Dell.com country-specific website or Dell.com/servicecontracts/global.*	Service Descriptions and other Dell Legal Entity service documents which you may receive from your seller shall not constitute an agreement between you and Dell Legal Entity but shall serve only to describe the content of Service you are purchasing from your seller, your obligations as a recipient of the Service and the boundaries and limitations of such Service. As a consequence hereof any reference to "Customer" in this Service Description and in any other Dell Legal Entity service document shall in this context be understood as a reference to you whereas any reference to the Dell Legal Entity shall only be understood as a reference to a Dell Legal Entity as a service provider providing the Service on behalf of your seller. You will not have a direct contractual relationship with the

		Dell Legal Entity with regards to the Service described herein. For the avoidance of doubt any payment terms or other contractual terms which are by their nature solely relevant between a buyer and a seller directly shall not be applicable to you and will be as agreed between you and your seller.
Asia-Pacific-Japan	Local Dell.com country-specific website or Dell.com/servicecontracts/global.*	Service Descriptions and other Dell Legal Entity service documents which you may receive from your seller shall not constitute an agreement between you and the Dell Legal Entity but shall serve only to describe the content of Service you are purchasing from your seller, your obligations as a recipient of the Service and the boundaries and limitations of such Service. As a consequence hereof any reference to "Customer" in this Service Description and in any other Dell Legal Entity service document shall in this context be understood as a reference to you whereas any reference to the Dell Legal Entity shall only be understood as a reference to a Dell Legal Entity as a service provider providing the Service on behalf of your seller. You will not have a direct contractual relationship with the Dell Legal Entity with regards to the Service described herein. For the avoidance of doubt any payment terms or other contractual terms which are by their nature solely relevant between a buyer and a seller directly shall not be applicable to you and will be as agreed between you and your seller.
Asia-Pacific-Hong Kong	https://www.dell.com/learn/hk/zh/hkcorp1/legal_terms-conditions_dellgrmwebpage/commercial-terms-of-sale-hk-en-zh?c=hk&l=zh&s=corp&cs=hkcorp1	Service Descriptions and other Dell Legal Entity service documents which you may receive from your seller shall not constitute an agreement between you and the Dell Legal Entity but shall serve only to describe the content of Service you are purchasing from

		your seller, your obligations as a recipient of the Service and the boundaries and limitations of such Service. As a consequence hereof any reference to "Customer" in this Service Description and in any other Dell Legal Entity service document shall in this context be understood as a reference to you whereas any reference to the Dell Legal Entity shall only be understood as a reference to a Dell Legal Entity as a service provider providing the Service on behalf of your seller. You will not have a direct contractual relationship with the Dell Legal Entity with regards to the Service described herein. For the avoidance of doubt any payment terms or other contractual terms which are by their nature solely relevant between a buyer and a seller directly shall not be applicable to you and will be as agreed between you and your seller.
Europe, Middle East, & Africa	Local Dell.com country-specific website or Dell.com/servicecontracts/global.* In addition, Customers located in France, Germany and the UK can select the applicable URL below: France: Dell.fr/ConditionsGeneralesdeVente Germany: Dell.de/Geschaeftsbedingungen UK: Dell.co.uk/terms	Service Descriptions and other Dell Legal Entity service documents which you may receive from your seller shall not constitute an agreement between you and the Dell Legal Entity but shall serve only to describe the content of Service you are purchasing from your seller, your obligations as a recipient of the Service and the boundaries and limitations of such Service. As a consequence hereof any reference to "Customer" in this Service Description and in any other Dell Legal Entity service document shall in this context be understood as a reference to you whereas any reference to the Dell Legal Entity shall only be understood as a reference to a Dell Legal Entity as a service provider providing the Service on behalf of your seller. You will not have a direct contractual relationship with the Dell Legal Entity with regards to the Service described herein. For

		the avoidance of doubt any payment terms or other contractual terms which are by their nature solely relevant between a buyer and a seller directly shall not be applicable to you and will be as agreed between you and your seller.

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

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

Privacy: Dell will treat any personal information collected under this Service Description in accordance with the applicable jurisdiction's Dell Technologies Privacy Statement, all of which are available at http://www.dell.com/localprivacy and each of which is hereby incorporated by reference.

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

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

Data Collection and Use Notice

This Notice ("Notice") explains how Dell Technologies and its group of companies, on behalf of itself or for a third party or for its direct and indirect subsidiaries ("Dell"), collects, uses and shares your data when you use Dell software. We collect and use certain types of data, described below, to personalize your experience with Dell products, to enhance our support and to improve our products, solutions and services ("Dell Solutions").

Information We Already Collect. We may automatically collect behavioral and usage information about how you use, access or interact with the Dell Solutions. This information may not necessarily reveal your identity directly but may include unique identification identifier and other information about the specific device you are using, such as your service tag, the hardware model, OS version, hardware settings and system crashes, installed applications, their settings and usage, and/or (MAC) address, and other data that may uniquely identify your device or system.

We may also collect information about how your system or device has interacted with the Dell Solutions, such as statistical information, network connection indicators and routing, or in the case of the Dell Managed Detection and Response Service, information related to security events. In some instances, the information collected may directly or indirectly identify an end-user and link an individual to certain online behavior to the extent required for the purposes provided in this Notice.

In order to support these activities, you agree to grant Dell a limited, nonexclusive license to use your data to perform the Service. You also agree to grant Dell a limited, non-exclusive, perpetual, worldwide, irrevocable license to use and otherwise process data related to security events during and after the Term of Service to develop, enhance and/or improve the Service and the Dell Solutions we offer and provide to our Customers. Dell is not required to return or delete data related to security events upon termination of the Service for any reason.

[Dell software may consolidate all or part of the aforementioned information in data logs that are transmitted to Dell when an internet connection is established.]

Data Transfers. Data described in this Notice may be transferred outside of your country to other locations such in the USA, EU, Japan, including to third party hosting sites. We will take all appropriate technical and organizational measures to safeguard the data that we transfer.

Retention of Your Data. We will retain your personal data as necessary in connection with the purposes described in this Notice, and in accordance with Dell's retention policies and applicable law. The data that is collected by Dell as described in this Notice will be kept in accordance with Dell's retention policies and applicable law.

Supplemental Terms & Conditions

1. Term of Service. 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.

2. Important Additional Information

- Rescheduling. Once this Service has been scheduled, any changes to the schedule must occur at least 8 calendar days prior to the scheduled date. If Customer reschedules this service within 7 days or less prior to the scheduled date, there will be a rescheduling fee not to exceed 25% of the price for the Service. Any rescheduling of the Service will be confirmed by Customer at least 8 days prior to commencement of the Service.
- Payment for Hardware Purchased With Services. Unless otherwise agreed to in writing, payment for hardware shall in no case be contingent upon performance or delivery of services purchased with such hardware.
- Commercially Reasonable Limits to Scope of Service. Dell may refuse to provide Service if, in its commercially reasonable 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 own obligations under this Service Description.

- 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.

3. Assignment and Subcontracting. Dell may subcontract this Service and/or assign this Service Description to qualified third party service providers who will perform the Service on Dell's behalf.

4. 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 on-site technician; or
- Customer fails to abide by all of the terms and conditions set forth in this Service Description.

If Dell cancels this Service, Dell will send Customer written notice of cancellation at the address indicated on Customer's invoice. The notice will include the reason for cancellation and the effective date of cancellation, which will be not less than ten (10) days from the date Dell sends notice of cancellation to Customer, unless local law requires other cancellation provisions that may not by 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.

5. Geographic Limitations and Relocation. This Service is not available at all locations. Service options, including service levels, technical support hours, and on-site response times will vary by geography and certain options may not be available for purchase in Customer's location, so please contact your sales representative for these details.

Appendix A: Asset recovery

The Scope of This Service

The Asset recovery, which are a component of the Services described in this Services Description, provide an environmentally appropriate and convenient way to dispose of unwanted or out of lease Entitled Assets including APEX PCaaS subscriptions. All equipment is managed in accordance with the Dell Electronic Disposition Policy and the Dell Media Sanitization of Data Storage Devices statement.

These terms apply to the following Asset recovery options for both Dell and non-Dell branded Entitled Assets:

Options for Customer's owned, leased, or subscribed Entitled Assets:

- **IT Asset Lease Return Transportation Only Service:** Recommended for customers who lease their equipment from other lessors or subscribe to Dell APEX PCaaS and would need to return equipment to a leasing agency. Customer must remove sensitive and personal data. Service includes tracking and shipping to the Lifecycle Hub and leasing agency.
- **IT Asset Resale and Recycling Service with Offsite Data Sanitization:** Recommended for customers who own their equipment and would like to responsibly dispose through resale or recycling. Service includes processing, detailed disposal reporting, confirmation of disposal, and payment if there is residual value recovered on the equipment returned.

Deliverables

The following is provided as part of this service :

- **Processing**: For Resale/Recycle service processing includes auditing full chain of custody from shipping to delivery at processing facility, functional testing, cosmetic grading, data sanitization aligning to IEEE 2883 compliant purge for data sanitization standard, and resale value evaluation. Items such as cables, keyboards, mice, docking stations, and external drives, will be accumulated, boxed and listed as miscellaneous.
- **Reporting:** Customer will receive following reports:
  - Resale and Recycling will include equipment disposition reports and confirmation of disposals
  - Lease Return Transportation Only will include a lease return report which will list all assets picked up and returned to the leasing agency
- **Value Recovery:** Value recovery funds are net of applicable taxes, and each party shall pay all sales and goods and services taxes owing in respect of the amounts payable by it hereunder.

Any Entitled Asset which fails the functional test will result in the Entitled Asset being recycled or disposed of by Dell in such a manner as to meet all applicable local country and state regulatory laws and requirements.

If Customer has designated a third party to administer the LCH Plus Service or Asset recovery on its behalf, Dell will pay any recovered residual value on resold Customer equipment to such third-party administrator. Payment of recovered residual value to Customer will be determined solely between Customer and the third-party administrator. Should a dispute arise between Customer and its designated third- party administrator regarding such payments, Customer agrees to

indemnify Dell against any claims that arise from such dispute.

Exclusions

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

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

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.

Offer-Specific Customer Responsibilities

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

1. **Lease Return or Resale and Recycling Service.** Prior to service, the Customer shall:

    a. Define end of life policy/rule for Entitled Assets received by Dell to initiate Asset recovery activities during transition;
    b. Complete a commercial invoice for any country as required by Dell;
    c. For Lease Returns of Dell Financial Services leased Entitled Asset, Customer must contact Dell Financial Services or their Services Delivery Manager for appropriate approval/return authorization. For non-Dell Financial Services leased Entitled Asset, Customer must contact the applicable leasing agency for appropriate approval/return authorization;
    d. Provide Dell with leasing agency name and address prior to scheduling for non-Dell Financial Services lessors;
    e. Remove all confidential, proprietary, sensitive or other non-public data and any third party software from any and all equipment;
    f. Remove/disable all passwords and other access security features and terminate any theft deterrent or laptop tracking software contained within such equipment;
    g. Terminate or transfer all licenses associated with third party software contained on equipment;
    h. Remove from equipment and retain all loose data storage media (e.g. USB key, SD card, etc.);
    i. Verify the consolidated equipment contains only computer hardware and no other content such as appliances, office equipment, biohazard waste, biohazard equipment, materials, packaging or boxes;
    j. Verify equipment is complete and properly assembled and includes all associated accessories or peripherals that are being returned to the leasing agency and to maximize your value return for products being resold; and
    k. De-register equipment and other associated systems from Windows Autopilot, where applicable.

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

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

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

Important Additional Terms

Title and Risk of Loss

Dell or Dell's logistics provider will bear the risk of loss or damage to the equipment after departure from the appointment location. When applicable such as in case of resale, Title will be deemed to pass to Dell or Dell's logistics provider upon receipt and possession of the equipment by Dell or Dell's logistics provider.

Liability

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

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

DELL SHALL HAVE NO LIABILITY (WHETHER IN CONTRACT, TORT OR OTHERWISE) FOR THE SECURITY OR CONFIDENTIALITY OF DATA RESIDING ON EQUIPMENT.

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

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