



## Service Description

### ProDeploy for Client and ProDeploy Plus for Client

#### Introduction

This document and its attachments (the “Service Description”) outline the service features for (1) ProDeploy for Client, (2) ProDeploy Plus for Client, and (3) optional Add-on services (each a “Service” and collectively the “Services”). Together, the Services are part of Dell’s ProDeploy Client Suite (“ProDeploy Client Suite”).

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

#### The scope of your service agreement

This Service is available on supported products which includes select Dell Precision™, OptiPlex™, Dell XPS™ Notebooks and Dell Latitude™ systems, as indicated on your Order Form (“Supported Products”). Please contact your sales representative for the most up-to-date list of Services that are available on your Dell or non-Dell products.

Each Supported Product is tagged with a serial number (the “Service Tag”). A separate service agreement must be purchased by Customer for each Supported Product. Please refer to the Service Tag on your Supported Product when contacting Dell for this Service.

In order to complete certain Services, the system containing the data, settings, or hard drive required to complete the Service (the “Legacy System”) must be available and fully operational.

Each Service tier of the ProDeploy Client Suite has a corresponding attachment to this Service Description that further describes features of the applicable Service. Note that all service features of ProDeploy for Client are available to Customers who purchase ProDeploy Plus for Client.

Those service features include:

- **ProDeploy for Client Service (Attachment A):**
  - Single Point of Contact (“SPOC”)
  - Deployment Expert Service
  - TechDirect Portal Access
  - Configure BIOS Settings Service.
  - Asset Tagging Service.



- Ship Box Label Service.
- Standard Asset Report Service.
- **ProDeploy Plus for Client (Attachment B):**
  - **All the service features included in ProDeploy for Client**
  - OS and Software Preparation Service: Based on Customer selection, one of these Services is included:
    - Ready Image Service (Attachment C).
    - Custom Image Service (Attachment D).
    - Connected Configuration Service (Attachment E).
    - Connected Provisioning Service (Attachment F).
  - Data Migration Service.
  - Deployment Support Service.
  - Data Erase Service.
  - Asset Resale and Recycling Service (Attachment G).
- **Add-on Services:** These Services can be purchased as Add-on Services to ProDeploy for Client.
  - Ready Image Service (Attachment C).
  - Custom Image Service (Attachment D).
  - Asset Resale and Recycling Service (Attachment G).
  - Onsite PC Installation (Attachment H) - Onsite PC Installation Service can be purchased as an Add-on Service for both ProDeploy for Client and ProDeploy Plus for Client.

## General Exclusions

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

- The Service does not include the development of any intellectual property created solely and specifically for the Customer.
- Service of non-Windows or Windows IOT Supported Product(s). Additionally, certain limitations will exist when a Customer is transitioning from a non-Windows Legacy System to a Windows Supported Product.
- Once a Service has been performed by Dell according to this Service Description, any requests by the Customer to reperform any Service will incur additional charges.
- Any Services, tasks or activities 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 Framework Agreement, as defined below, as applicable.

## General Customer Responsibilities

Customer agrees to the following specific responsibilities:

- Identify a primary point of contact who will work with Dell and its designated representatives to support the activities prior to and during the performance of the corresponding Service(s) (the "Customer Contact").
- Provide technical points-of-contact, with a working knowledge of the information technology components to be considered during the performance of the Services and have authority to make business decisions (the "Technical Contact(s)"). Dell may request that meetings be scheduled with Technical Contacts.
- Provide reasonable and timely cooperation to Dell in its performance of the Services.
- Provide requirements and technical data within 3 business days of submitting orders needed to complete the Service(s).
- Initiate connection to Dell for the remote performance of Services. This includes but is not



limited to ensuring network connectivity and utilizing Dell-provided remote interfaces such as chat and phone.

- Ensure communication between Customer and Dell, including any scope-related questions, Dell requests for direction, information, approvals or decisions that are reasonably necessary for Dell to perform Service requests.
- Ensure all necessary Customer resources, including Technical Contact(s), are available for the duration of the Service.
- Legacy System must be available and fully operational for any Services to be performed on or requiring the Legacy System.
- Coordinate the scheduling of all necessary resources required for the Service(s).

Customer agrees to the following additional specific responsibilities for Services performed at the Customer's site:

- Assign a primary contact for each Customer site where an onsite deployment of the Service(s) will occur to coordinate the scheduling of all necessary resources required for the Service(s) and maintain communication to prevent scheduling conflicts.
- Create and provide the scheduling details of all necessary resources required for the Service, including the end user installation schedule.
- Provide requirements (e.g., address(es) and available installation times for the purpose of scheduling) and technical data needed for the Service.
- Customer will promptly notify Dell of any conflicts to lock the schedule prior to the scheduled installation date.
- Provide access to Customer facilities and systems as needed to provide the Service(s), including, but not limited to, safe and adequate parking facilities, any necessary keys, or badges.
- Prepare all work areas and end-user desks for the Onsite PC Installation Service prior to the scheduled start of Services including access to the systems, external peripherals, power, and network connectivity.
- Prior to technicians arriving onsite, create domain account and computer objects (if required prior to joining PC to domain) within Active Directory to enable the domain join prior to scheduled deployment date.
- Provide domain account credentials for use by onsite technician with rights necessary to join a computer to the default Computers container in Active Directory.
- Provide Dell with any local administration rights necessary to perform the Service.
- Provide a safe working environment and reasonable office accommodation.
- Ensure an adult is always present during the performance of Service(s) at a residential office.
- Provide specifications and provide signoff of customer acceptance form based on the agreed upon communication plan.

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

Customer is strongly advised to log in via the Dell Online First Article (OFA) service (regional availability of OFA varies) for inspection, and approval based on any Factory Services being purchased. The Customer agrees to a 2-business day configuration review process when using the Online First Article service;



Customers will have a secure Customer log in that will expire by the second day at 11:59pm Customer's local time. Ensure you notify Dell if requesting to utilize the Dell Online First Article service to approve your configuration.

Upon completing inspection of the OFA, Customer is also advised to order a sample review unit for inspection to approve their configuration ("Customer Review Unit") and use the Customer Review Unit to inspect and approve that the Service(s) operate(s) as designed and required by Customer. In the event Customer elects not to order a Customer Review Unit, any mismatched application versions, device manager conflicts, or other performance issues with your Services, will likely be replicated on all Supported Products shipped to you by Dell. Dell continued provision of the Services and/or processing of your volume orders in accordance with the terms of this Service Description, any relevant Framework Agreement or Dell purchase order, shall be deemed to release Dell from any liability or responsibility for any issues which would have been reasonably prevented by ordering and validating your Services on a Customer Review Unit.

**Timeliness.** Dell's ability to deliver the Service to scope and schedule depends upon timely customer turnaround on critical decisions, essential information and approvals. Customer acknowledges a responsibility to respond in a timely manner to Dell requests for direction, information, approvals or decisions that are reasonably necessary for Dell to perform the Service.

**Data Controller.** 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 (defined below), 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.

**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.** 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. If this non-solicitation obligation is prohibited by local laws or regulations in the Customer's location, then this provision will not apply to such Customer.

**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.

**Cooperate with Phone Analyst and Onsite Technician.** Customer and their End Users will cooperate with and follow the instructions given by any Dell phone analyst or onsite technicians.

**Onsite Obligations.** Where Service(s) require onsite performance, Customer will provide (at no cost to Dell) free, safe and sufficient access to Customer's facilities and the Supported Products, including ample working space, electricity, safety equipment, 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; Removing Confidential Data.** Customer will complete a backup of all existing data, software and programs on all affected systems prior to and during the delivery of this Service. Customer should make periodic backup copies of the data stored on all affected systems as a precaution against possible failures, alterations, or loss of data. In addition, Customer is responsible for removing any confidential, proprietary, or personal information and any removable media such as SIM cards, CDs, or PC Cards regardless of whether an onsite technician is also providing assistance. **UNLESS OTHERWISE REQUIRED BY APPLICABLE LOCAL LAWS, DELL WILL HAVE NO DATA LOSS LIABILITY FOR:**

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

Dell will not be responsible for the restoration or reinstallation of any programs or data after the Service(s) are performed. Customers who use data migration services should back up any Customer data or take any other appropriate measures to prevent a risk of data loss.

**Third Party Warranties.** These Service(s) may require Dell to access hardware or software that is not manufactured by Dell 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 Service(s) 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 Service(s) may have on those warranties.

**Customer Partners.** Customer may use third parties (e.g., contractors, agents, system integrators and/or channel partners) to represent Customer and work with Dell to the extent necessary for the Service(s) to be provided to Customer ("Customer Partners"). Customer is solely liable for all acts or omissions of its Customer Partners. Customer further agrees to indemnify and hold Dell harmless on demand from any





and all damages, costs and expenses (including legal fees and costs of court or settlement) arising out of or in connection with any act or omission of each Customer Partner in its capacity as a representative of Customer, regardless of the form of action.

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

Country	Normal Dell Business Hours
St. Kitts, St. Lucia, St. Vincent, Trinidad, Virgin Islands, Rest of English-speaking Caribbean	Monday thru Friday from 7:00 AM to 4:00 PM
Barbados, Bahamas, Belize, Costa Rica, Denmark, El Salvador, Finland, Grand Cayman, Guatemala, Honduras, Jamaica, Norway, Panama, Puerto Rico, Rep. Dominicana, Suriname, Sweden, Turks and Caicos	Monday thru Friday from 8:00 AM to 5:00 PM
Australia, Bermuda, China, Haiti, Japan, Netherland Antilles, New Zealand, Singapore, Thailand	Monday thru Friday from 9:00 AM to 5:00 PM
Argentina, Brazil, Ecuador, France, India, Indonesia, Italy, Korea, Malaysia, Mexico, Paraguay, Peru, Taiwan, Uruguay	Monday thru Friday from 9:00 AM to 6:00 PM
Bolivia, Chile	Monday thru Friday from 9:00 AM to 7:00 PM
Middle East	Sunday thru Thursday from 8:00 AM to 6:00 PM
Hong Kong	Monday thru Friday from 9:00 AM to 5:30 PM

No onsite Service activities will take place outside normal business hours or during local holidays unless other arrangements have been made, and agreed, in advance in writing. Technical remote support hours will vary by geography and configuration. Please contact your sales representative for these details.

**Third Party Products.** “Third Party Products” shall mean any hardware, parts, software or other tangible or intangible materials (either provided by Customer to Dell or procured by Dell at Customer’s direction) that are used by Dell in conjunction with the Service(s). Customer warrants to Dell that it has obtained any licenses, consents, regulatory certifications or approvals required to hereby grant Dell and Dell Partners, as described above including their respective subcontractors and employees, the right and license to access, copy, distribute, use and/or modify (including creating derivative works) and/or install the Third Party Products without infringing or violating the ownership or license rights (including patent and copyright) of the providers or owners of such Third Party Products. Customer agrees to assume all responsibility for any and all software licensing requirements. Customer’s Dell technician will “accept” any and all electronic agreements on Customer’s behalf that are a part of the installation process unless directed in writing by Customer otherwise. EXCEPT AS AGREED TO IN WRITING BETWEEN CUSTOMER AND DELL, DELL HEREBY DISCLAIMS ANY AND ALL WARRANTIES, EXPRESS OR IMPLIED, RELATING TO THIRD PARTY PRODUCTS. Third Party Products shall be exclusively subject to terms and conditions between the third party and Customer. DELL HEREBY DISCLAIMS ANY AND ALL LIABILITY FOR ANY EFFECT THAT THE SERVICE(S) MAY HAVE ON ANY WARRANTES FOR THIRD PARTY PRODUCT. To the maximum extent permitted by applicable local law, Dell shall have no liability for Third Party Products and Customer shall look exclusively to the third-party provider for any damages or liability with respect to the provision of such Third-Party Products.

**No Personal Data or Personally Identifiable Information.** Third Party Products, including but not limited to images, applications and documentation submitted to Dell may not contain any Personally Identifiable Information or other personal data. Unless applicable local law provides otherwise, “Personally Identifiable Information” (or “PII”) means data or information that alone or together with any other information identifies a natural person or data considered to be personal data or any other type or personal data that may be subject to privacy laws or regulations. Customer warrants that any Third-Party Products which Customer submits to Dell for use by Dell in providing the Service(s) will not contain Personally Identifiable Information. Please contact your Dell Sales Representative for further assistance. **DO NOT SUBMIT THIRD PARTY PRODUCTS TO DELL WHICH CONTAIN PERSONALLY IDENTIFIABLE INFORMATION.**



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

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

**Technical Specifications Notice and Disclaimer.** Customer is responsible for determining Customer technical specifications for the Service(s) and for ensuring that those technical specifications are properly documented to Dell. Customer acknowledges that the Service(s) are of Customer's choosing. Dell shall be entitled to rely on the technical specifications provided by Customer. Dell is not responsible for liability or damage arising from the provision of Service(s) performed in accordance with Customer's technical specifications. If, in Dell's sole and not unreasonable opinion, the proposed Service(s) are not technically feasible, Dell reserves the right to refuse to proceed with the provision of the Service(s). Dell makes no warranty that the Service(s) provided to the Customer will address all of the Customer's requirements as Dell is dependent upon Third Party Products and assistance provided by the Customer or third parties.

**Change Control.** For additional work not specified in a Service(s) project or its respective Technical Specification document that has resulted from: (i) a requested change in the scope of a Service(s) project, (ii) an act or omission of the Customer; (iii) a change in law and/or applicable regulations; (iv) additional time spent by or the rescheduling of onsite resources or (v) a force majeure event, Dell will consider the additional work and provide details of any changes to timelines and cost based on the changes requested. Should Customer agree to the additional timeline and/or cost, they will confirm so in writing by providing consent in writing before Dell begins or (if already begun) continues to provide the additional services. Customer will work with their sales representative to pay for any agreed to additional charges.

**Customer Feedback.** Customer acknowledges that Dell will request Customer's participation in a customer feedback survey. Additionally, Dell may approach Customer to serve as reference regarding Dell's performance of the Services. If Customer agrees to be a reference, Customer and Dell will agree in writing to the terms of such reference. A reference program has been developed to facilitate confidential conversations between Dell's customers and potential customers.

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 Framework 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 from Dell of the Services	
	Customers Purchasing Services Directly	Customers Purchasing Services Through an Authorized Reseller
United States	<a href="https://www.dell.com/CTS">Dell.com/CTS</a>	<a href="https://www.dell.com/CTS">Dell.com/CTS</a>
Canada	<a href="https://www.dell.ca/terms">Dell.ca/terms</a> (English) <a href="https://www.dell.ca/conditions">Dell.ca/conditions</a> (French-Canadian)	<a href="https://www.dell.ca/terms">Dell.ca/terms</a> (English) <a href="https://www.dell.ca/conditions">Dell.ca/conditions</a> (French-Canadian)
Latin America & Caribbean Countries	Local <a href="https://www.dell.com">Dell.com</a> country-specific website or <a href="https://www.dell.com/servicesdescriptions">Dell.com/servicesdescriptions</a> .*	Service Descriptions and other Dell Legal Entity service documents which you may receive from your seller shall not constitute an agreement between you and Dell Legal Entity but shall serve only to describe the content of Service you are purchasing from your seller, your obligations as a recipient of the Service and the boundaries and limitations of such Service. As a consequence hereof any reference to “Customer” in this Service Description and in any other Dell Legal Entity service document shall in this context be understood as a reference to you whereas any reference to the Dell Legal Entity shall only be understood as a reference to a Dell Legal Entity as a service provider providing the Service on behalf of your seller. You will not have a direct contractual relationship with the Dell Legal Entity with regards to the Service described herein. For the avoidance of doubt any payment terms or other contractual terms which are by their nature solely relevant between a buyer and a seller directly shall not be applicable to you and will be as agreed between you and your seller.
Asia-Pacific-Japan	Local <a href="https://www.dell.com">Dell.com</a> country-specific website or <a href="https://www.dell.com/servicesdescriptions">Dell.com/servicesdescriptions</a> .*	Service Descriptions and other Dell Legal Entity service documents which you may receive from your seller shall not constitute an agreement between you and the Dell Legal Entity but shall serve only to describe the content of Service you are purchasing from your seller, your obligations as a recipient of the Service and the boundaries and limitations of such Service. As a consequence hereof any reference to “Customer” in this Service Description and in any other Dell Legal Entity service document shall in this context be understood as a reference to you whereas any reference to the Dell Legal Entity shall only be understood as a reference to a Dell Legal Entity as a service provider providing the Service on behalf of your seller. You will not have a





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

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

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

**Privacy:** Dell will treat any personal information collected under this Service Description in accordance with the applicable jurisdiction’s Dell 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 website in connection with your purchase or within a Dell software or Internet interface, you agree to be bound by this Service Description and the agreements incorporated by reference herein. If you are entering this Service Description on behalf of a company or other legal entity, you represent that you have authority to bind such entity to this Service Description, in which case “you” or “Customer” shall refer to such entity. In



addition to receiving this Service Description, Customers in certain countries may also be required to execute a signed Order Form.

## Supplemental Terms and Conditions

**1. Term of Service.** This Service Description commences on the date listed on your Order Form and continues through the term (“**Term**”) indicated in Paragraph 2(J) below. 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

- A. 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 Services. Any rescheduling of the Service will be confirmed by Customer at least 8 days prior to commencement of the Service.
- B. Payment for Hardware Purchased with Services.** Unless otherwise agreed to in writing, payment for hardware shall in no case be contingent upon performance or delivery of services purchased with such hardware.
- C. Commercially Reasonable Limits to Scope of Service.** Dell may refuse to provide Service if, in its commercially reasonable opinion, providing the Service creates an unreasonable risk to Dell or Dells Service providers or if any requested service is beyond the scope of Service. Dell is not liable for any failure or delay in performance due to any cause beyond its control, including Customer’s failure to comply with its obligations under this Service Description.
- D. Optional Services.** Optional services (including point-of–need support, installation, consulting, managed, professional, support or training services) may be available for purchase from Dell 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.
- E. 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.
- F. 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 be varied by agreement. If Dell cancels this Service pursuant to this paragraph, Customer shall not be entitled to any refund of fees paid or due to Dell.



- G. Geographic Limitations and Relocation.** This Service will be delivered to the site(s) indicated on the Customer's invoice. This Service is not available at all locations. Service options, including service levels, technical support hours, and onsite availability and response times will vary by geography and certain options may not be available for purchase in Customer's location, so please contact your sales representative for these details. Dell's obligation to supply the Services to relocated Supported Products is subject to various factors, including without limitations, local Service availability, additional fees, and inspection and recertification of the relocated Supported Products at Dell's then-current time and materials consulting rates. Online First Article service is not available in all geographies. Asset Tagging and Asset Reporting are also available on select peripherals (e.g. monitors, printers, racks) within the Americas, Europe, Middle East, and Africa regions.
- H. Dell Partners.** Dell may use affiliates and subcontractors to perform the Service(s). The Service(s) may be performed outside the country in which Customer and/or Dell is located. From time to time, Dell may change the location where Service(s) are performed and/or the party performing the Service(s); provided however, Dell shall remain responsible to Customer for the delivery of Service(s).
- I. Transfer of Service.** Customer may not transfer the Services or any rights conferred to Customer by this Service Description to a third party.
- J. Service expires 180 calendar days after purchase.** EXCEPT TO THE EXTENT APPLICABLE LAW REQUIRES OTHERWISE AND FOR CUSTOMERS THAT PURCHASE ASSET RESALE AND RECYCLING SERVICE (SEE ATTACHMENT G), YOU MAY USE THIS SERVICE ONE TIME DURING THE 180 CALENDAR DAY PERIOD FOLLOWING THE DATE OF ORIGINAL PURCHASE ("EXPIRATION DATE"). THE ORIGINAL PURCHASE DATE IS DEFINED AS THE DATE LISTED ON YOUR ORDER FORM FROM DELL. DELL'S DELIVERY OF THE SERVICE WILL BE DEEMED SATISFIED AFTER THE EXPIRATION DATE EVEN IF YOU DO NOT USE THE SERVICE.
- K. Order of Precedence.** Unless otherwise agreed in an Agreement, 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. 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 subsection.
- L. If no Service Description or Offer Specification is shown below,** please contact your local Dell Sales Representative to confirm the availability of this service in your country.

## Attachment A

### ProDeploy for Client

#### Single Point of Contact

##### Service Overview

The Single Point of Contact ("SPOC") Service provides the Customer a single Dell contact for the Services included on their order. The SPOC will serve as the Customer's primary point of contact until the successful completion of the deployment.

##### Customer Responsibilities

- Identify a primary point of contact who will work with Dell and its designated representatives to support the activities prior to and during the performance of the corresponding Service(s)
- Provide technical points-of-contact, with a working knowledge of the information technology components to be considered during the performance of the Services and have authority to make



business decisions (“Technical Contacts”). Dell may request that meetings be scheduled with Technical Contacts.

- Provide reasonable and timely cooperation to Dell in its performance of the Services.

## Dell Responsibilities

- Once orders containing the Services) are entered, Dell will assign a SPOC.
- The SPOC will attempt to contact the Customer via email or phone to introduce themselves.
- If the SPOC is unable to reach the Customer, the Deployment/Services will go on hold until the Term of the Service expires. (i.e., 180 calendar day entitlement)
- Once contact is made, the SPOC will assist the Customer with their understanding of the Service and key information needed for the successful completion of the Services purchased.

## Excluded Services

- Any activities other than those specifically set forth in this Service Attachment

## Additional Terms and Conditions

- The SPOC may determine that additional subject matter experts need to work directly with Customer Contacts for the successful completion of the Service.

## TechDirect Portal Access

Customers purchasing Services under this Service Description gain access to the TechDirect Portal.

From the Portal, based on the Service purchased, Customer can perform many tasks associated with their deployment, which include but are not limited to:

- Providing technical specifications, operating system images, and other information required by Dell to perform the Service(s).
- Providing deployment addresses and review onsite work instructions.
- Creating reusable profiles for installation details.
- Uploading and downloading key tools and documents.

TechDirect will maintain the detailed specifications for all ProDeploy Client Suite deployments. On the TechDirect Portal, Customers may review, confirm and approve all deployment specifications corresponding to the Service(s) purchased and used by Customer. Customers must use the TechDirect Portal for the Data Erase Service (Attachment B), the Connected Provisioning Service (Attachment F) and/or the Asset Resale and Recycling Service (Attachment G).

A Customer’s use of the TechDirect Portal is subject to the Portal Terms of Use (“Terms of Use”) that correspond to the Services option purchased and/or used by the Customer.

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



## Deployment Expert Service

### Service Overview

This Deployment Expert Service provides the Customer with Dell-provided recommendations to optimize the activities associated with the delivery of the onsite or remote Service.

### Customer Responsibilities

- Provide requested information within 3 business days of the request being made by Dell.
- Provide reasonable and timely cooperation with Dell's optimization recommendations.

### Dell Responsibilities

- Prior to the commencement of the deployment activities, Dell will request information about the Customer's deployment objective, existing deployment plan, IT environment, and end user needs.
- Will review customer provided information. If optimization improvements are identified, Dell will share those in writing with the Customer in advance of completing Services. If no improvements are identified, Dell will inform Customer in writing.

### Excluded Services

- Any activities other than those specifically set forth in this Service Attachment.

### Additional Terms and Conditions

- Customer's cooperation with recommendations is not required unless explicitly called out in this Service Description
- Recommendations will be made based on the potential benefit derived from implementing the recommendations.
- Recommendations may not be made on every deployment.

## Configure BIOS Settings Service

### Service Overview

This Configure BIOS Settings Service is a convenient and efficient way for Customers to customize the Dell standard Basic Input/Output Settings ("BIOS") on new Supported Products as they are being manufactured. Customers may elect to deviate from the Dell default BIOS configuration by selecting from a Dell managed and provided set of BIOS choices.

### Customer Responsibilities

- Test and verify that the BIOS customizations requested operate according to Customer's requirements on the Supported Dell System. **DELL WILL HAVE NO LIABILITY FOR LOSS OR RECOVERY OF DATA OR PROGRAMS RELATED TO THE CUSTOM BIOS SETTINGS.**
- Provide all reasonable assistance Dell requests to obtain any export license required by Dell to perform the Service.
- Select available BIOS settings through Tech Direct or works with the SPOC to document and capture Customer's technical requirements in the Technical Specification document.
- Validates accuracy and verifies requirements by approving in TechDirect or returning the Technical Specification document to the SPOC.





- Ensure, by sending its mark, brand and/or logo to Dell that Dell and Dell Partners are fully authorized and/or granted a license or otherwise have rights to use such mark, brand and/or logo in accordance with the Customer's requirements.

## Dell Responsibilities

The process for each deployment which includes BIOS Customization is as follows:

- Dell develops scripts to enable factory setting of the BIOS customizations.
- BIOS customization process is tested during manufacturing process.
- BIOS settings are applied prior to shipment to Customer.

## Excluded Services

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

## Additional Terms and Conditions

- Not all BIOS customization settings are available on all Supported Products. Available BIOS settings by system type can be reviewed in TechDirect. Customer can also consult with the SPOC or Dell Sales for setting capability by system type.
- Any BIOS settings not configured through this Service listed in this Attachment are subject to change without notice. That is, use of the Service is the only way to guarantee consistent BIOS settings.
- Dell releases mandatory BIOS updates periodically. Mandatory BIOS updates apply to "frozen" BIOS. Customer may "re-freeze" BIOS at new updated level.

## Asset Tagging Service

### Service Overview

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

### Customer Responsibilities

- Supply technical requirements in TechDirect, or to the SPOC, including:
  - Type of asset tag and size.
  - Position of the asset tag on system.
  - Data fields required.



- Provide all necessary information required to populate asset tag, including but not limited to Customer asset range, if Dell is generating the asset tag.
- Ensure the location of the asset tag, as well as data fields required, is included within TechDirect or the Technical Specification Form
- Customer validates accuracy and verifies requirements within TechDirect or by approving and returning a technical specification form to Dell.
- Approve any design in TechDirect or in writing prior to submission to production.

## Dell Responsibilities

- Dell SPOC or Dell Sales works with Customer to document and capture Customer's technical requirements in the technical specification form.
- Dell engineer develops asset tag or CMOS customization as documented in technical specification form.
- Asset Tagging Service is tested in manufacturing processes.

## Excluded Services

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

## Additional Terms and Conditions

- The position/location of asset tag placement may vary by hardware platform and asset tag type. Contact your Dell Sales Representative or your SPOC for Supported Products asset tag placement options.

## Ship Box Label Service

### Service Overview

This ship box label ("Ship Box Label") Service provides a method for Customer to apply a Dell printed tag with standard or custom data to the system ship box. This Service offers the Customer the ability to customize a Ship box label that best suits their specific requirements.

The customizable components of the Ship Box Label Service are subject to change but may include the addition of proprietary content or system or customer order detail typically available from supporting Dell information systems (i.e., HDD size, RAM, Processor, model number, Customer PO number, ship date, asset number, service tag).

### Customer Responsibilities

- Provide all necessary information required to populate asset tag, including but not limited to Customer asset range, if Dell is generating the asset tag.
- Select a pre-designed Ship Box label at time of order placement or in TechDirect, select from available fields and layout options, or work with a SPOC to document and capture Customer's technical requirements in a technical specification document.
- Customer validates accuracy and verifies requirements within TechDirect or by approving and returning a technical specification form to Dell.
- Approve any design in TechDirect or in writing prior to submission to production.



## Dell Responsibilities

- Generate, print and/or apply label.
- Apply label to outside the box per Dell's specifications (system, peripherals, etc.). Different language(s) (International character set) may be required.
- All packaging labels will be installed in the same position on each package, regardless of size. The location is on top of the largest side. This is applicable globally, unless there are some in country/regional requirements that conflict otherwise.

## Excluded Services

- Any activities other than those specifically set forth in this Service Attachment.

## Standard Asset Report Service

This standard asset report ("Standard Asset Report") Service will generate a pre-defined report detailing system and order information.

This report will be provided each day that Supported Products are shipped to the Customer. Dell will provide this report in Microsoft Excel spreadsheet (.XLS) format.

Reports will be delivered via email or can be downloaded from TechDirect.

Fields included in the asset report are: account number, asset tag (as applicable), chassis description, chassis style, company name, computer name, CPU, shipping address 1, shipping address 2, shipping address 3, shipping city, shipping state, shipping zip, shipping country, customer name, customer number, Dell service tag, express service code, hard drive size, installed OS, MAC address 1, MAC address 2, MAC address 3, manufacture date, memory, model, order number (as applicable), PO number (as applicable), order date, ship date, pass through MAC address, processor speed, ship by date, and warranty expiration 3 years, warranty expiration 4 years, or warranty expiration 5 years.

## Customer Responsibilities

- If applicable, provide all reasonable assistance Dell requests to obtain any export license required to perform the Services.
- Ensure the Standard Asset Report Service meets Customer's requirements.

## Excluded Services

- Any activities other than those specifically set forth in this Service Attachment.

## Attachment B

### ProDeploy Plus for Client

The ProDeploy Plus for Client includes all Services features of ProDeploy for Client in addition to the following Services:

- OS and Software Preparation Service
- Data Migration Service
- Data Erase Service
- Deployment Support Service
- Asset Resale and Recycling Service (as defined in Attachment G)



## OS and Software Preparation Service

### Service Overview

The Dell OS and Software Preparation Service provides the Customer a choice of different options for loading operating systems and/or software onto the Supported Product purchased with the Service. The Customer-selected option will be applied to all Supported Products on the Order.

Customers may choose one of the following options:

- Ready Image Service (as defined in Attachment C)
- Custom Image Service (as defined in Attachment D)
- Connected Configuration Service (as defined Attachment E)
- Connected Provisioning Service (as defined in Attachment F)

### Customer Responsibilities

- Select one of the available options for loading operating systems and/ or software onto the Supported Products through TechDirect or communicate the selection to the SPOC in writing. Once the selection has been made by Customer, it cannot be changed after Supported Product orders have been released to be built.

### Excluded Services

- Any activities other than those specifically set forth in this Service Attachment.

## Data Migration Service

### Service Overview

The Data Migration Service provides for the migration of data, from a Legacy System to a new Dell Supported Product (the “Data Migration Service”) as set forth more specifically in this Service Attachment. This Service will provide the Customer with a Dell-provided data migration tool with detailed instructions. The data migration will be performed by the Customer..

Data migration can be performed in various ways:

- Directly from Legacy System to new Supported Product over a standard network cable
- Directly from Legacy System to new Supported Product over the Customer’s network
- From Legacy System to a customer-provided storage location (file share or USB/external drive), then from storage location to the new Supported Product

If the Customer has also purchased the Onsite PC Installation Service as an Add-on Service, this Service will be delivered by Dell on behalf of the Customer. This Service will be delivered during and in coordination with a new Supported Product installation. Please see the “*Additional Terms and Conditions When Delivered in Conjunction with the Onsite PC Installation Service*” section below and Attachment H for additional information.

### Customer Responsibilities

- Communicate the Dell provided instructions to complete the Data Migration Service to the appropriate Customer contact who will be performing the data migration.
- Follow the instructions provided using the data migration tool and the instructions provided by Dell.



- Provide temporary administrator access or an administrator account to anyone attempting to perform the Service.
- Should this Service be delivered in conjunction with the Onsite PC Installation Service, comply with the Customer responsibilities of the Onsite PC Installation Service (Attachment H.)
- If desired, provide a 3.x USB/external media for transferring data to the person performing the Data Migration Service. Any remediation required of the source storage array environment is the Customer responsibility, except for Dell supported storage platforms with valid support warranty(ies).
- When not delivered in conjunction with the Onsite PC Installation Service (i.e., Customer has not purchased the Onsite PC Installation Service), the Data Migration Service will be performed by the Customer or end user using the data migration tool and the instructions provided.

## Dell Responsibilities

- Provide instructions and a data migration tool to capture user data and settings from each of the Customer's system(s) being replaced by the Supported Product(s) and migrate data associated to domain user profile to the new Supported Product(s).

## Excluded Services

- Data migration using tools other than the tools Dell designates for the performance of the Service by Dell's personnel and the fulfillment of Customer's obligations.
- User profiles for local accounts (not in a domain) will not be migrated.
- Migrating data for user accounts to alternate domains is not supported.
- De-installation or re-installation of any existing products or software applications.
- Any recovery of data, including disaster recovery.
- The tool will not move / copy applications or software. Transferring applications or scripting for application installations at the system as part of the data migration.
- Any activities related to network infrastructure configuration or troubleshooting.
- The Data Migration Service may only be completed once per Supported Product.
- Any activities other than those specifically set forth in this Service Attachment.

## Additional Terms and Conditions When Delivered in Conjunction with the Onsite PC Installation Service

- If it is determined that there are elements of the Customer's environment or hardware that are limiting the transfer speed and extending the time required by the technician, Dell will work with the Customer to mitigate those issues. Based on Dell's determination, Customer may incur additional charges through the Change Control process.
- Reasonable attempts will be made to transfer the Customer's data; however, if after 3 attempts the transfer is deemed unfeasible by Dell, then the Service may not be performed.
- Transferring more than 100 GB of data per Supported Product
- Poor hard drive performance due to bad sectors, less than 5400 rpm speeds, or excessive fragmentation
  - Customer configured settings limiting transfer speeds, such as forcing all Network Interface Cards (NICs) to a slower speed than their optimal speed.
  - Processes running on the legacy system.
  - Not using CAT5e network cable for use on Gigabit NICs for any network related migrations
  - Not using USB 3.x Ports and External Hard Drives (USB2.0 minimum)
  - Processes running on the Legacy System
  - Not using CAT5e network cable for use on Gigabit NICs for any network related migrations





- Not using USB 3.x Ports and External Hard Drives (USB2.0 minimum)
- Data migration will be limited to a maximum of 45 minutes of desktide time per PC. Dell will assess the anticipated amount of time to complete these activities prior to the deployment beginning and during the deployment itself. If Dell finds that the amount of time to perform the onsite activities is more than the 45-minute limit, Dell will work with the customer to modify the instructions, so the desktide time is under the 45 minutes.
- Reasonable attempts will be made to transfer the Customer's data; however, if after 3 attempts the transfer is deemed unfeasible by Dell, then Service may not be performed.
- During multiple PC installations technicians will be migrating data on multiple PCs concurrently.
- For security reasons, Dell will not introduce USB/external media into the Customer's environment. If required (for either data migration or DMT installer), the Customer must provide USB/external media.
- Data Migration Services will be performed by Dell using the data migration tool by the same onsite Dell personnel and at the same time as the Onsite Installation Service.
- Upon completion of the transfer the onsite technician will confirm and/or report integrity of the transfer.

## Deployment Support Service

### Deployment Support Features when not purchased with the Onsite PC Installation Service

Dell provides remote assistance, upon Customer request, with the installation and connectivity of a new Supported Product, the transfer of end user files and system settings, data erasure, installation of Customer provided software, and deinstallation of the Legacy Device when ProDeploy Plus for Client is not purchased with the Onsite PC Installation Service.

#### **Assistance with Customer performed Installation of the Supported Product**

- Remote guidance on unpacking of a new Supported Product from shipping boxes and inspecting components for any damage.
- Assisting the Customer with the connection of Supported Product desktide peripherals, if provided by Customer (e.g., monitors, keyboards, power supplies, mice, etc.).
- Assisting the Customer with the connection of the Supported Product to the Customer's power and networking sources.

#### **Assistance with Customer performed Connectivity for Supported Product**

- Assistance with booting the new Supported Product and verify network connection for Customer's network connected devices.
- Assistance with logging on to the new Supported Product using Customer-provided user ID and password.
- If the Customer needs any of the items/actions below, the Customer must notify Dell of these requirement needs (via assigned SPOC):
  - Assistance with the reconnection of existing or installation of new external desktide peripherals to Supported Product and configuration for use. When required, Dell will load the drivers supplied by Customer and will conduct an agreed upon simple test for functionality (e.g., print a test page).
  - Assistance with the completion of basic domain join through Windows native interface.
  - Joining of Supported Product to workgroup. Supported Product can be joined to the default container within Active Directory upon request by Customer.
  - Assistance with the completion of Enterprise Enrollment.



- Configuration of IP address.
- Setup of email or online account.
- Configuring Remote Desktop Connection.
- Mapping of network printers to new Supported Product.
- Restore network file sharing.
- A brief and basic orientation on the primary functions of the new Supported Product.

#### **Assistance with Customer performed Data Migration Service**

- Assist with the download, installation and Customer initiated execution of the software required to migrate data.
- Reasonable attempts will be made to assist with the transfer the Customer's data; however, if after 3 attempts the transfer is deemed unfeasible by Dell, then Service may not be performed.

#### **Assistance with Customer performed Settings Transfer**

- Assist with the download, installation and Customer initiated execution of the software required to migrate settings.
- Reasonable attempts will be made to assist with the transfer the Customer's settings; however, if after 3 attempts the transfer is deemed unfeasible by Dell, then Service may not be performed.

#### **Assistance with Customer performed Software Installation**

- Installation of a Supported Product application(s) via Customer provided internet download, manual script, USB or CD/DVD.
- If requested by Customer, assistance with product activation and applying updates.
- Basic configuration of software for use (such as a remote desktop application) to confirm proper functionality.
- If requested by Customer, uninstalling the software application(s) as requested by the Customer.
- If requested by Customer, upgrading software application version(s).

#### **Assistance with Customer performed Data Erase**

- Assist with the download, installation and Customer initiated execution of the software required to erase data.

#### **Assistance with the Customer performed De-installation of Legacy System**

- Assistance with the disconnection of the hardware components, network cable, and power cord of the Customer's Legacy System.

## **Deployment Support Features when purchased with or without the Onsite PC Installation Service**

Dell provides 30 calendar days of support to the Customer, Provider, and end users from the initial installation and connectivity of the Supported Product for questions or issues related to the installation and connectivity of the Supported Product.

- Customer will be able to engage a Dell support team (via chat, email, or phone when initiated by a Dell technician) and obtain assistance with any issues with the Services provided as part of this Service Description for a period of 30 calendar days from the initial deployment of the Supported Product.



- Dell will work with the Customer or Provider to provide remote diagnosis of the Customer's issue.
- After the remote diagnosis, for any problems caused by Dell's implementation of the deployment, Dell will work with the Customer and/or Provider to develop and, if applicable, assist in the implementation of a remediation plan.
- This support is in addition to any other support the Customer may be entitled to receive under the Agreement. For more information on what other support might be available, please consult your Order Form and/or Agreement.

## Customer Responsibilities

- Customer must purchase one ProDeploy Plus for Client for each Supported Product.
- Customer must request assistance from Dell through the Deployment Support Page using the link provided by the SPOC.
- Provide reasonable and timely cooperation to Dell in its performance of the Service.
- The Customer must have phone and reliable and stable internet access.
- Test and verify that the software application operates according to the Customer's needs on the supported hardware platform(s) that will be purchased. Dell will not be held responsible for errors or non-compatibility issues that arise during the software installation process which result from Customer's failure to test and verify software compatibility.
- Test and verify that the software applications and operating system settings operate according to the Customer's needs on the Supported Product(s) that will be purchased.
- Prepare all work areas and end-user desks prior to the start of Services including access to the system, external peripherals, power, and network connectivity.
- Prior to the Service, create domain account and computer objects (if required prior to joining Supported Product to domain) within Active Directory to enable the domain join prior to scheduled deployment date.
- Customer has all necessary license and use rights for the software that is being installed – Dell will not confirm compliance.
- Standard Ethernet 100MB T base switched subnets, and 5-10 MB/sec throughput at the desktop is available for application load.
- Desktops and laptops are attached to a local area network and have reliable Internet access with Internet Explorer 7.0 (or higher) and vendor supported versions of Edge, Chrome and Firefox.
- Before contacting Dell for assistance be prepared to:
  - Provide all critical and relevant information needed for Dell to provide this Service in a timely manner.
  - Provide domain account credentials with rights necessary to join a computer to the default Computers container in Active Directory.
  - Ensure the Supported Product is attached to a local area network and has reliable Internet access.
  - Initiate connection to Dell for the remote performance of Services. This includes but is not limited to ensuring network connectivity and utilizing Dell provided remote interfaces such as chat and phone.
  - Supply all applicable drivers for hardware installation.
  - Ensure the Legacy System is available and fully operational for any Services to be performed that requires the Legacy System.
  - As required to complete the Service, grant technician access to the Customer's network to perform the Services.
  - If external media is required, the Customer must provide USB/external media.



- Provide all necessary licensing, installation media and installation instructions to Dell technicians as required.

## Dell responsibilities

- Dell will provide remote assistance, upon Customer request, with the installation and connectivity of a new Supported Product, the transfer of end user files and system settings, data erasure, installation of Customer provided software, and deinstallation of the Legacy Device.
- Dell may engage internal specialists or software partner resources to further assist in support and troubleshooting as required.
- Dell will only provide assistance for the deployment activities listed in this Attachment based on the Services purchased by the Customer.
- Dell may request specific information from the Customer, when contacted for assistance, that must be provided in order to perform this Service. If the requested information is not available, Dell will not be able to complete this Service.

## Excluded Services

- Setting up a new network
- Joining specific Organization Units within Active Directory; computers will be joined to the default Computers container.
- Troubleshooting errors associated to the native Windows domain join process.
- Providing or running custom scripts to join domain.
- Setting up or configuring Active Directory
- Data and settings transfer using tools other than the tool(s) Dell designates for the performance of the Service by Dell's personnel and the fulfillment of Customer's obligations.
- Any backup of data or recovery of data, including disaster recovery
- Transferring of applications or software. Software applications are installed/reinstalled not transferred.
- Installation of operating system software
- Customization and/or personalization of software (beyond what is required to ensure software is properly installed)
- Configuration of security software such as anti-virus/spyware/malware software
- Installation or configuration of enterprise software.
- Any activities other than those specifically set forth in this Service Attachment.

## Additional Terms and Conditions

- Desktop/Notebook Operating System is Microsoft Windows 7, or Window 8, Windows 10 [or applicable later version]
- Operating system is preloaded or already installed.
- Dell shall not be held responsible for errors during the installation process and any errors encountered during the installation.
- Applications installations must be delivered contiguously.
- Not available for Thin Client devices
- The Customer may also contact their SPOC should they have an issue with the setup or delivery of the Service.



## Data Erase Service

### Service Overview

This Service provides Customers, Dell resellers and Dell reseller end-users the option to use this Data Erase Service via the TechDirect Portal (centralized console) associated with their account on the TechDirect Portal. Customers will choose between a standalone option using a USB storage device that requires someone (i.e., Customer personnel) present at the device to initiate the Data Erase Service or a remote option using the TechDirect Portal that does not require someone present at the device to initiate the Data Erase Service.

All drives the Customer selects for data erasure will be data wiped using methods aligned with NIST (National Institute of Standards) SP 800-88r1 guideline.

Dell resellers will be able to provide access to this Data Erase Service to their end user but will not be able to manage the Service on the end user's behalf. The end user will be responsible for erasing the data on their device(s).

If a Customer purchases this Data Erase Service, Dell will assist Customer in preparing to erase their end devices through the use of the standalone option or the remote option. The Customer will be responsible for erasing the data on their device(s).

### Customer responsibilities

- Customer acknowledges that Dell is providing a self-service solution to erase data in the Supported Products and/or Legacy Systems. Customer assumes full responsibility for data backup and recovery. Customer acknowledges that the erased data cannot be recovered once overwritten. Dell assumes no responsibility or liability for any loss of, damage to, loss of access to unrecoverable data in connection with this Service.
- Backup any data or software they require on the target devices prior to performing an erasure.
- Customer is responsible for erasing their own drives through the use of the Dell-provided solution.
- Customer must specify a Technical Contact that will provide authorization and access to the tool to the specific Customer personnel who will perform the erase.
- The Customer must choose between using the standalone data erase option using a USB storage device or remote data erase option through the TechDirect Portal path.
- To use the remote data erase option, devices containing drives to be erased must be registered using Customer's Dell My Account.
- To use the remote data erase option, SupportAssist for Business (version 3.6 or newer) must be installed and running on Customer devices containing drives to be erased.
- To use the remote data erase option, devices containing drives to be erased must be connected to a power source and remain connected to a network throughout the erasure process.
- To use the standalone data erase option, the devices containing drives to be erased must be connected to a power source throughout the erasure process.
- To use the standalone data erase option, the Customer must provide USB/external media with at least 1 GB of storage to the Customer's authorized users of the erase tool.
- From their account, the Customer can choose to email the instructions, credentials and a link to download the data erase software for the performance of the Service.
- The Customer is responsible for uploading the files generated by the standalone data erase option to the TechDirect Portal in order to access the erase certificate online.





- The software provided should only be used on the number of the drives/hard drives for which it is requested for from the TechDirect Portal. Any misuse is strictly prohibited.
- If Customer experiences a failure due to inoperable hard drives or failed sectors, Customer may contact their Dell sales representative for Dell to physically destroy the failed drives. (This Service may not be available in all locations. Please contact your Dell sales representative for more information).

## Dell responsibilities

- Dell will provide a solution where Customers can use standalone erase using a USB storage device or remote erase through the TechDirect Portal to erase the data from their end devices according to the NIST standard.
- Customers who have purchased this Data Erase Service will have access to the solution through the TechDirect Portal.
- The Service will be available for 180 calendar days, from date of purchase, and will expire after that period of time.
- Each Data Erase Service credit is visible in the TechDirect Portal and will allow the Customer to erase one unique drive. Data Erase Service credits cannot be used for any other Service.
- The erase feature will adhere to the NIST SP 800-88r1 standard.
- Dell, through the TechDirect Portal, will provide summary reports for all erase activities performed by the Customer.
- This solution is intended to be used once per drive, but Dell, at its sole discretion, may allow for the solution to be repeated on the same device for a period of time or until the Service expires.

## Excluded Services

- Any activities other than those specifically set forth in this Service Attachment.

## Additional Terms and Conditions

- The Customer is an authorized user permitted to access the Data Erase software used to perform the Data Erase Service but is not a licensed end user by the publisher of the Data Erase software. The Customer's access and use of the Data Erase software will be limited to the specific process described in this Service Attachment for the set-up and initiation of any Data Erase using the TechDirect Portal. If the Customer attempts to copy or otherwise access or use the Data Erase software in any manner that does not conform to the use and access described in this Service Attachment, Customer shall defend, indemnify and hold Dell harmless on demand from, any third-party claim or action arising out of Customer's failure to obtain the appropriate license, intellectual property rights, or any other permissions, regulatory certifications or approvals associated with such non-conforming manner.
- The Customer is solely responsible to confirm that the Supported Products and/or Legacy Systems are properly reflected and configured in the TechDirect Portal before the Data Erase Service is performed. Any misconfiguration of the Supported Products and/or Legacy Systems that was viewable by Customer in the TechDirect Portal is the Customer's responsibility. It is the Customer's responsibility to take appropriate alternative actions to institute data security measures (including, but not limited to, any compliance data security standard required by law) for any Supported Products and/or Legacy Systems that cannot be successfully wiped using this Data Erase Service. Customer will indemnify, defend and hold Dell harmless from i) any claim related to a failure to properly confirm that the Supported Products and/or Legacy Systems are properly reflected and configured before the Data Erase Service is performed, and from ii) any claim related to a Supported Product that could not be successfully wiped using the Data Erase Service. If the Customer breaches any of its obligations or warranties outlined in this Service Attachment, Dell shall not be obligated to provide the Services or liable for any damages resulting



from 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.

- Several data encryption technologies have been verified as compatible with the Data Erase Service software, such as BitLocker and Dell Data Protection Encryption (DDPE). However, since not all data encryption technologies are the same, or if Customer's encryption technology blocks the execution of the Data Erase Service, then Dell will not be able to complete this Data Erase Service.
- The Customer's specific hardware configuration may prevent the Data Erase Service software from completing the execution of the Data Erase Service and impact the Customer's ability to effectively use this Data Erase Service. the Customer should contact their Dell sales representative for additional details.

## Important Additional Terms

### Liability

As it relates specifically to the Services provided under this Attachment only, and despite any conflicting terms in the Agreement, the following terms and conditions apply unless otherwise required by applicable local laws:

DELL'S AND ITS SERVICE PROVIDERS' LIABILITY FOR SERVICES PROVIDED IN ACCORDANCE WITH THIS SERVICE ATTACHMENT, 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 EXCEPT FOR THE UNAUTHORIZED DISCLOSURE OF DATA FROM A SYSTEM HARD DRIVE WHICH DELL AND/OR ITS SERVICE PROVIDERS FAILED TO PROPERLY PERFORM THE DATA ERASE AT CUSTOMER'S SITE IN ACCORDANCE WITH THE PROCESSES SET FORTH HEREIN AND SUBSEQUENTLY CERTIFIED SUCH HARD DRIVE AS BEING SUCCESSFULLY ERASED ON THE DATA ERASE SUMMARY. IN SUCH CASE DELL SHALL BE LIABLE TO CUSTOMER FOR DIRECT DAMAGES RESULTING FROM SUCH DISCLOSURE UP TO AN AMOUNT NOT EXCEED, IN THE AGGREGATE, THE TOTAL AMOUNT OF FEES PAID OR PAYABLE BY CUSTOMER UNDER THIS SERVICE DESCRIPTION WITHIN A CALENDAR YEAR.
- DELL'S MAXIMUM AND SOLE LIABILITY (WHETHER IN CONTRACT, TORT OR OTHERWISE) ARISING OUT OF OR IN CONNECTION WITH ANY CLAIM FOR LOSS OF ANY PHYSICAL ITEM OF EQUIPMENT SHALL IN NO EVENT EXCEED THE VALUATION THEREOF SET OUT IN THE CUSTOMER'S VALUE APPRAISAL, OR A VALUE OTHERWISE REASONABLY DETERMINED BY DELL USING INDUSTRY STANDARD EVALUATION METHODS.

## Attachment C

### Ready Image Service

#### Service Overview

The Dell Ready Image Service is a Service that provides the ability for the Customer's end user computing products to be configured with a specified Windows Professional version, base language, language pack(s), and platform appropriate drivers for a default Windows operating system installation.



## Corresponding Services

- If selected by Customer, this Ready Image Service may be included in ProDeploy Plus for Client. Customer may only choose one of the options specified as part of the OS and Software Preparation Service, as defined in Attachment B.
- This Ready Image Service can be purchased by Customer as an Add-on Service to ProDeploy for Client.

## Customer Responsibilities

- Select Windows Professional version, base language, and language pack(s) in TechDirect or work with a SPOC to document and capture Customer's technical requirements in a technical specification document.
- Customer validates accuracy and verifies requirements by approving in TechDirect.
- Approve any design in TechDirect or in writing prior to submission to production.
- 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 Supported Products using the Ready Image Service, or any failure by Customer to comply with the terms, conditions and Customer responsibilities set forth in this Service Attachment.

## Dell Responsibilities

- Apply selected Windows Professional version, base language, and language pack(s) prior to Supported Product shipment.

## 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 between Dell and Customer, 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.
- The Customer does not own the image. Customer only has access to the Services laid out within this Attachment that allows the image install.

## Excluded Services

- Provision or licensing of any third-party software, operating systems or other elements contained within the Ready Image
- Physical installation of any hardware or software that is not related to Ready Image Service.
- Customization of Ready Image beyond the Dell provided options.
- Troubleshooting or technical support for customer-specific Ready Image testing.
- Testing customer-specific applications or hardware for compatibility with the Ready Image.
- Any activities other than those specifically set forth in this Service Attachment.

## Attachment D

### Custom Image Service

#### Service Overview

The Custom Image Services is a Service that offers a convenient and efficient way for a Customer to custom develop a set of associated software applications and settings with their Operating System



(“Image”) in connection with their purchase of new Supported Product. Dell Custom Image Service processes validate and test the Customer’s image for installation in the Dell factories. Dell will load the image within the manufacturing processes enabling Customer’s Image to be applied to Customer’s Supported Products as they are being manufactured.

## Corresponding Services

- If selected by Customer, this Custom Image Service may be included in ProDeploy Plus for Client. Customer may only choose one of the options specified in part of the OS and Software Preparation Service, as defined in Attachment B.
- This Custom Image Service can be purchased by Customer as an Add-on Service to ProDeploy for Client.

## Customer Responsibilities

- Retain a copy of desired image to be loaded. DELL WILL HAVE NO LIABILITY FOR LOSS OR RECOVERY OF DATA OR PROGRAMS ON ANY IMAGE OR ON ANY SUPPORTED HARDWARE PLATFORMS.
- Create, test and verify that the Image operates according to the Customer’s needs on the supported hardware platform(s) that will be purchased.
- If applicable, Image must contain all drivers required to support the hardware documented in the Technical Specification Form. Dynamic Images provided utilizing the Dell Image Assist tool or custom task sequence deployments for boot in the factory imaging will not require complete driver support.
- Verify Image does not contain Personally Identifiable Information.
- Provide requested information through Tech Direct Portal or works with a SPOC to document and capture Customer’s technical requirements in the Technical Specification document.
- Complete, validate accuracy and verify requirements by approving in TechDirect or returning a technical specification form to Dell.
- Complete the Image Export Compliance Certificate certifying that the Image submitted by Customer may be exported by Dell outside of the country where the Image is submitted to Dell.
- Provide Image to Dell. The Image may be submitted to Dell by the Dell File Transfer Application (FTA), Dell Image Assist, or by mailing in DVD/USB media or hard drive.
- Ensure you notify Dell if requesting to utilize the Dell Online First Article service to approve your configuration. Customer agrees to the 2-business day configuration review process. Customer log in information will expire by the second day at 11:59pm Customer’s local time.
- Provide the product key for the operating system if the operating system is not Dell OEM.
- Approve Image and approve subsequent Image revisions.
- 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 Dell Supported Products using the Custom Image Service, or any failure by Customer to comply with the terms, conditions and Customer responsibilities set forth in this Service Attachment.

## Dell Responsibilities

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



- Manufacturing factory processes will ensure that your Image is replicated as supplied to Dell.

### Additional Terms and Conditions:

- Images must be provided within the Windows Imaging file format (WIM) created using Dell Image Assist or Microsoft toolsets. Check with the SPOC for capability of using other imaging tools. Customer is responsible for the selection and licensing of Customer's imaging tool.
- Service is available for Images built using major operating systems (e.g., select non-consumer Microsoft Windows Operating Systems, and certain Linux variations). Check with SPOC for capability on other operating systems.
- Image must be validated on supported hardware platforms for the configurations that will be purchased. If Customer does not have the specific supported hardware platform/configuration, the Customer should purchase a system to use when building and testing the Image.

### Excluded Services:

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

## Attachment E

### Connected Configuration Service

#### Service Overview

The Dell Connected Configuration Service is a Service that provides the ability to put an instance of Customer's systems management software ("Customer Deployment Solution") inside of Dell facilities via a secure internet connection. Customer gains direct access to either a virtually or physically hosted environment in Dell facilities where Customer can store and maintain Customer's Deployment Solution. The Customer will also be able to complete configuration tasks inside Dell facilities that otherwise could only be performed once the system is received by the Customer and connected to the Customer network.

#### Corresponding Services

- If selected by Customer, this Connected Configuration Service may be included in ProDeploy Plus for Client. Customer may only choose one of the options specified as part of the OS and Software Preparation Service, as defined in Attachment B.

#### Service Procedures & Dell Responsibilities

The Connected Configuration Service works together with other supported Services in this Service Description and may be purchased on select Supported Products. 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 / Supplier production environment, with a maximum bandwidth of 5 megabit/sec. Customer 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 processing time and ten (10) minutes of technician support for initiation and completion of the automated task sequence per Supported Product configured. Order fulfillment capacity will be calculated based on Customer's forecasted unit volumes and 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 can be established using the Customer's physical hardware or as a virtual machine. The physical hardware solution enables the Customer to provide their deployment solution and related Customer owned hardware to be integrated into the Dell configuration center(s). The virtual machine solution allows the Customer to create a Virtual Hard Disk (VHD) of their deployment environment and submit it to Dell to be loaded onto a hosting infrastructure designed and maintained by Dell.

Customer orders will be placed via the Dell Sales process and flow through the standard Dell manufacturing process. Additional supported Service(s) the Customer selects may take place in the manufacturing process and are outside of this Connected Configuration Service.

### 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 between Dell and Customer, 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 (defined below), 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 Dell Supported Product(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.

If there are any issues or errors caused by the Customer that hinder Dell from performing the Service within the facility environment and within the allotted timeframe, Dell will coordinate with the Customer to



ship the affected units "as-is" from the point of failure or from a simplified task sequence before the point of failure. Customers receiving "as-is" units will be responsible for performing the completion of the units' configuration within their own environment. Delays to future orders could occur if confirmation of resolution to the failure is not provided back to Dell.

## Excluded Services

The following activities are excluded from the Service:

- Creation by Dell of any task sequence, image, or any other Customer content ("Customer Content") on behalf of Customer.
- 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 Supported Product asset data.
- Resolving Customer Deployment Solution issues or failures,
- Any activities other than those specifically set forth in this Service Attachment.

## Connected Configuration Service Customer Responsibilities and Technical Requirements

The Customer must meet or exceed the following requirements and responsibilities to purchase, enable and utilize either of the physical hardware or virtual machine-based service solutions. Customer's failure to provide any item or perform any task required by these Connected Configuration Service Customer Responsibilities may delay or inhibit Dell from performing the Service.

In the event a customer "End-User" utilizes third parties (e.g., contractors, agents, System Integrators and/or Channel Partners), "Customer Partner" refers to third party utilized by Customer End-User ("Customer End-User").

- Customer Partner responsibilities (if applicable):
  - Convey in writing to the Customer End-User all the Customer Responsibilities as stated herein.
  - Facilitate any communications, set up of instructions or designate Dell to work directly with Customer End-User for such.
  - Provide, or cause Customer End-User to provide, deliverables required to complete the Service (Customer Work Instructions, VPN customer requirements document, Customer Deployment Solution [physical or virtual], etc.).
- Customer will assign a single point of contact ("Customer Contact") and technical points-of-contact ("Technical Contacts") as required to support the establishment and sustainment of each regional Connected Configuration Service environment.
- The Customer Contacts are required to have a working knowledge of the infrastructure components to be considered during the Services and will provide support including, but not limited to, the following:
  - Customer Contact will have the authority to act on the Customer's behalf in all aspects of the Service including bringing issues to the attention of the appropriate persons within the Customer's organization and resolving conflicting requirements.
  - Customer Contact will ensure that any communication between Customer and Dell, including any scope-related questions or requests, are made through the appropriate



## Dell SPOC.

- Customer Contact will provide timely access to technical and business points of contact and required data/information for matters related to the scope of Service.
- Customer Contact will ensure attendance by key Customer contacts at required meetings and deliverable presentations.
- Customer Contact will obtain and provide necessary project requirements, information, data, decisions and approvals.
- Customer is responsible for providing any hardware and/or software required to enable an appropriate and secure deployment solution as defined in coordination with Dell during the solution scoping process. The defined solution must support expected Supported Product deployment volumes.
- Customer will provide one (1) configured Deployment Solution for each regional Dell Configuration Center where the Connected Configuration Services will be fulfilled including: Customer Hardware and/or Customer software and/or all Customer content.
- Customer is responsible for all maintenance, security, management, monitoring and support of the Customer software and/or hardware, and Customer agrees that a support or maintenance issue related to the Customer Software and/or Hardware will excuse Dell of its obligation to perform the Service until such support or maintenance issue is resolved.
- Customer will implement and maintain a secure network between the Customer network and each Dell Configuration Center. The secure network connection must meet (or exceed) Dell site-to-site VPN security requirements.
- Customer is responsible for setting up and managing a Preboot Execution Environment (PXE) deployment process ensuring that such process can be completed within four (4) hours and limits technician interaction to a maximum of ten (10) minutes for the purposes of initiating and completing the Supported Product deployment.
  - Customer is responsible for:
    - Setup of PXE Boot environment
    - Testing / validation of Supported Product hardware platforms to be purchased. Before transitioning to new Supported Product hardware platform(s), Customer must purchase new platform(s) without Services and perform integration and testing of new model(s) and driver package(s) within Customer's OS deployment solution. The Operating System must be delivered by Customer's OS deployment solution (bare metal deployment). There can be no dependency on requiring existing OS/image on the system.
    - Supported Product hardware platforms without a network port (RJ-45) on the system must validate PXE deployment process using Dell Configuration Center approved USB-to-NIC network adapter. Specific network adapter supportability should be verified with your SPOC.
- Customer is responsible for providing and maintaining Supported Product OS deployment work instructions including steps required to initiate Supported Product OS deployment, instructions that clearly identify when OS deployment has completed, steps for system shut down prior to shipment, and troubleshooting steps to be taken in event of a failure during Supported Product deployment.
  - Supported Product OS deployment work instructions must include clear instructions and screen shots for Dell factory technicians to initiate and verify successful completion of your deployment.



- Customer's task sequence and work instructions must include a "complete screen" as one of the final tasks in the task sequence. This dialog box "complete screen" is a quality check for factory technicians to verify successful completion. The "complete screen" must remain on-screen until an action is taken by a technician.
- Customer will keep Customer Deployment Solution and system deployment, driver and operating system updates current, and ensure that content required for Supported Product deployment is available on their systems management environment hosted at Dell Configuration Center(s). Customer must leverage their hosted systems management environment for Supported Product deployments to minimize network traffic and reduce system deployment processing times.
- Customer is responsible for support & troubleshooting failures related to Customer Deployment Solution. Failures of Customer Deployment Solution may delay shipment of Customer **orders or require Dell to ship Customer units with a reduced task sequence or "as is"**. Customer must provide prompt response to support requests to minimize order delays or reduction of services provided. Customer must provide regular support contacts and escalation contacts in the event primary contact(s) are not available. Customer responsibility of support and troubleshooting includes:
  - Providing contacts, including email distribution list(s), telephone numbers (desk / mobile), and management contacts to be used for:
    - Regular business hours support
    - After hours & weekend support
    - Dell Configuration Center maintenance / downtime notices
  - Support of the Customer Deployment Solution includes troubleshooting of:
    - Client PXE boot environment
    - Customer Deployment Server and boundary groups (Microsoft Endpoint Configuration Manager (MECM) / Configuration Manager Distribution Point server, Microsoft Deployment Toolkit Distribution Share, etc.)
    - Client deployment task sequence steps, boot WIM, driver packs and application content, error handling, complete screen, etc.
    - Networking / firewall site-to-site secure VPN connection(s)
- Customers that will utilize a virtual instance of the Customer Deployment Solution must meet Dell Connected Configuration VM requirements (e.g., VM hard disk size, memory size, CPU cores, VHD export format).
- Customers that will utilize customer physical infrastructure assets Supported Product deployment, e.g., server, firewall/vpn endpoint, network switch(es), will maintain all firmware and hardware within each asset. Dell will work with the Customer as needed to provide access to supplied assets for maintenance or break fix. Dell can also work with the Customer to provide a reboot of a system upon a hard failure or firmware update. In no event will Customer's third-party maintenance contract entitle Customer or any third party to access Dell's facilities without Dell's prior written acknowledgement and acceptance of such access.
- Customer's providing physical infrastructure assets will procure, configure, and manage required Hardware for the Services as follows:
  - Hardware will be rack mountable.
  - Up to 4U of rack space may be used.
- Customer's changes to the deployment specifications during fulfillment of the Service may delay



or inhibit Dell's performance of the Service. Customers should follow change management best practices to ensure changes are appropriately documented, tested, approved, and communicated, prior to production implementation. Production implementation should be coordinated to limit disruption of the Service by avoiding Dell configuration center production hours (contact Dell SPOC for details). Notifying the Dell SPOC of upcoming changes as early as possible will help limit disruption and allow for potential additional order fulfillment cycle times. Customer must notify the Dell SPOC of:

- Intended changes to Customer's deployment specifications.
- Customer internal I.T. maintenance / downtime windows impacting Customer's Supported Product OS deployment solution.
- Changes to expected order volumes and/or time required to deploy Supported Product in excess of 4 hours.
- 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 Supported Products using the secure connection and the Connected Configuration Service, or any failure by Customer to comply with the terms, conditions and Customer responsibilities set forth in this Service Attachment. 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).

## Attachment F

### Connected Provisioning Service

#### Service Overview

The Dell Connected Provisioning Service is a Service that provides the ability for the Customer's Supported Product to be configured using their Unified Endpoint Management (UEM) solution via a secure internet connection within the Dell supply chain. Customer will be able to complete configuration tasks inside Dell facilities that otherwise could only be performed once the system is received by the Customer and connected to the internet.

#### Corresponding Services

- If selected by Customer, this Connected Provisioning Service may be included in ProDeploy Plus for Client. Customer may only choose one of the options specified in as part of the OS and Software Preparation Service, as defined in Attachment B.

#### Dell TechDirect Portal Access

Customers purchasing Connected Provisioning Services gain access to the TechDirect Portal. Through the TechDirect Portal, Customers view and perform tasks associated with their purchased Service, which include but are not limited to:

- Create and Manage End User's Profile
- Assign Profile to orders.
- Access to order visibility

All Customer Connected Provisioning Service details corresponding to the Service(s) purchased and used by Customer will be accessible through the TechDirect portal.



## Service Procedures & Dell Responsibilities

This Connected Provisioning Service works together with other compatible Services in this Service Description and may be purchased on select Dell Supported Products.

Systems will be loaded with a clean Microsoft Windows Professional operating system and Dell factory production drivers will be injected.

Systems will automatically be registered with the Customer's endpoint management environment prior to internet connection using inputs provided by the Customer. Customer is responsible for providing necessary and relevant inputs to Dell via a Dell portal or B2B connections (including, but not limited to Organizational name, Tenant ID and Group information). Customer is responsible for ensuring the accuracy of these inputs, and failure to provide accurate inputs may delay processing of Customer's order for the Services and Supported Products.

If required and supported, UEM agency needed to facilitate automated enrollment and provisioning for those endpoint management solutions will be installed prior to internet connection. Separate terms of use from Customer's UEM solution provider will apply to Customer's use of that UEM solution.

Dell will perform the following tasks for each new Supported Product during Dell's Connected Provisioning Service:

- Dell Technician will attach Customer's newly built and purchased Supported Products to the deployment environment via a wired ethernet connection.
- Dell Technician will then initiate the defined UEM provisioning process. Required touch time should not take longer than ten (10) minutes to start the deployment process with no further Technician interaction required prior to process completion. The overall deployment process must not exceed four (4) hours.
- The Customer-managed UEM provisioning process will automatically configure systems based on their implementation of the solution.
- After the process is complete (Green Screen), the Dell Technician will prepare the Supported Product for final shipment.
- In the event of a failure, (Red Screen), Dell will escalate to the Customer Contact to be investigated and rectified.

Customer orders will be placed via the Dell Sales process and flow through the standard Dell manufacturing process. Any additional supported Service(s) that the Customer selects and purchases will take place in the manufacturing process and are outside of this Connected Provisioning Service.

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 Supported Products using the secure connection and the Connected Provisioning Service, or any failure by Customer to comply with the terms, conditions and Customer responsibilities set forth in this Service Attachment. 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).

## 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 between Dell and Customer, 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 Provisioning Service 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, 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 provisioned by Customer's Unified Endpoint Management solution used by Customer in connection with the Services ("Customer Software") or Customer Content (defined below), 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 Products 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.

## Excluded Services

The following activities are excluded from the Service:

- Creation by Dell of any provisioning automation, or any other Customer content ("Customer Content") on behalf of Customer.
- Support or maintenance for any Customer Unified Endpoint Management Solution or Customer Software by Dell, provided, however, that any Customer Unified Endpoint Management 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.
- Supported Product data migration services.
- The development of any intellectual property created solely and specifically for the Customer.
- Resolving Customer Unified Endpoint Management Solution issues or failures, and
- Any activities other than those specifically set forth in this Service Attachment.

## Connected Provisioning Service Customer Responsibilities and Technical Requirements

The Customer must meet or exceed the following requirements and responsibilities to purchase this Service. Customer's failure to provide any item or perform any task required by these Connected Provisioning Service Customer Responsibilities may delay or inhibit Dell from performing the Service.

- Service is contingent on Dell validation of Customer's UEM provisioning solution. As part of validation Dell will work with Customer to collect and analyze information from Customer's UEM environment relevant to their provisioning process.
- Customer will assign a single point of contact ("Customer Contact") and technical UEM administrator points-of-contact ("Technical Contacts") as required to support the sustainment of each regional Connected Provisioning Service environment.
- The contacts are required to have a working knowledge of the components to be considered



during the Services and will provide support including, but not limited to, the following:

- Customer Contact will have the authority to act on Customer's behalf in all aspects of the Service including bringing issues to the attention of the appropriate persons within Customer's organization and resolving conflicting requirements.
- Customer Contact will ensure that any communication between Customer and Dell, including any scope-related questions or requests, are made through the appropriate Dell Connected Services Specialist.
- Customer Contact will provide timely access to technical and business points of contact and required data/information for matters related to the scope of Service.
- Customer Contact will ensure attendance by key Customer contacts at required meetings and deliverable presentations.
- Customer Contact will obtain and provide necessary profile information, data, decisions and approvals.
- Customer is responsible for providing an appropriate and secure provisioning solution as defined in coordination with Dell during the solution scoping process.
- Customer is responsible for all maintenance, security, management, monitoring and support of the Customer Unified Endpoint Management solution, and Customer agrees that a support or maintenance issue related to the Customer UEM solution will excuse Dell of its obligation to perform this Service until such support or maintenance issue is resolved.
- Customer is responsible for setting up and managing a Unified Endpoint Management provisioning process ensuring that such process can be completed within four (4) hours and limits technician interaction to a maximum of ten (10) minutes for the purposes of initiating and completing the Supported Product deployment.
- Customer's changes to the provisioning specifications during fulfillment of the Service may not be applied to those systems that have already began the provisioning process.
- Customer is responsible for selecting one of the available Dell Windows Professional OS options via their profile.
- Any provisioning error caused by Customer's Unified Endpoint Management will be remedied by the Customer's Technical Contact in a timely manner. If the issue is not resolved in a timely manner, Dell reserves the right to cancel these abandoned orders.

## Attachment G

### Asset Resale and Recycling Service

#### Service Overview

The Asset Resale and Recycling Service provides an environmentally appropriate and convenient way to dispose of unwanted equipment. All equipment is managed in accordance with the [Dell Electronic Disposition Policy](#) and the [Dell Media Sanitization of Data Storage Devices statement](#).

#### Service Features

This Service Attachment applies to the following Asset Resale and Recycling Service options for both Dell and non- Dell branded client and server equipment:

- **IT Asset Resale and Recycling Service with Offsite Data Sanitization (Expires 4 years from date of purchase) – no unit minimum required:** Recommended for customers who own their equipment and would like to responsibly dispose through resale or recycling. Customer must remove sensitive and personal data prior to shipping. Service includes shipping, processing, detailed disposal reporting, confirmation of disposal, and payment if there is residual value recovered on the equipment returned.



- Also includes a point of contact for easy customer management (“Recovery Manager”) and access to the TechDirect Portal.

Except to the extent applicable law requires otherwise, you may only use this Service during the 4-year (as indicated above) period following the date of your original purchase (“Expiration Date”). The original purchase date is defined as the earlier of the date of the invoice for the Service or order confirmation from Dell. Dell’s delivery of the Service will be deemed satisfied after the Expiration Date even if you do not use this Service.

### TechDirect Portal Access

Customers purchasing Asset Resale and Recycling gain access to the TechDirect Portal. Through the portal, Customers can view and perform tasks associated with their purchased Service, which include but are not limited to:

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

All Asset Resale and Recycling Service details corresponding to the Service(s) purchased and used by Customer will be accessible through the TechDirect portal.

A Customer’s use of the TechDirect Portal is subject to the TechDirect Portal Terms of Use (“Terms of Use”) that correspond to the Asset Resale and Recycling Service option purchased by the Customer.

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

### Deliverables

The following is provided as part of the Service:

- **Access to the TechDirect Portal**, granting the Customer the ability to:
  - **Obtain Value Appraisals:** see an estimated value of retiring equipment.
  - **View Dashboard:** see complete view of all available Asset Resale and Recycling Service credits, recent activities, and pending actions.
  - **Schedule Service:** schedule services for their location, desired date, and time within business hours.
  - **Track Service:** see status of each service including scheduled, pending, in progress, and completed services.
- **Logistics and packaging:**
  - More than 20 pieces of equipment: Dell provides logistics and packaging through freight providers.
  - Less than 20 pieces of equipment: Dell provides logistics through parcel service providers.
- **Processing:** For Resale/Recycle Service processing includes auditing full chain of custody



from shipping to delivery at processing facility, functional testing, cosmetic grading, data sanitization aligning to the NIST SP 800-88r1 standard, and resale value evaluation.

- **Reporting:** Customer can view and download reports on orders, Asset Resale and Recycling Service credit availability, schedules, and value recovery appraisals. Additional reporting for the following Services will also be available, within the TechDirect Portal:
  - Resale and Recycling will include equipment disposition reports and confirmation of disposals.
- **Payment:** When Customer is eligible to receive value for equipment resold, Customers will have the ability to request payment for electronic fund transfers through the TechDirect Portal. 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.

## Corresponding Services

- This Asset Resale or Recycling Service is included in ProDeploy Plus for Client.
- This Asset Resale or Recycling Service can be purchased as an Add-on Service with ProDeploy for Client.

## Customer Responsibilities

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

- For Freight Service (more than 20 pieces of equipment): Declare, at time of scheduling, any Site access issues, security restrictions, union labor requests, certificate of insurance requirements, dock restrictions or time restrictions.
- For Parcel Service (less than 20 pieces of equipment): Pack and seal each piece of equipment in a separate box using appropriate packing materials to ensure equipment is protected against damage during shipment to Dell, and use a printed label provided through the customer portal.
- Complete a commercial invoice for any country as required by Dell.
- Remove all confidential, proprietary, sensitive, or other non-public data and any third-party software from any and all equipment (e.g., hard drives that failed the Data Sanitization, etc.) which was not identified by Dell on the data sanitization summary as being successfully data sanitized ("PASS").
- Remove/disable all passwords and other access security features and terminate any theft deterrent or laptop tracking software contained within such equipment.
- Terminate or transfer all licenses associated with third party software contained on equipment.
- Remove from equipment and retain all loose data storage media (e.g., USB key, SD card, etc.).
- Remove from all printers any ink and toner cartridges.
- 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.
- 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.
- Unplug/un-rack/unpack/unbox all equipment and clearly segregate such equipment from equipment not for shipping (please note: if equipment is packed or boxed by the Customer prior to shipping, Dell may require the shipping to be rescheduled at the Customer's



expense, or Customer can sign a Customer Pack Waiver to allow shipping of equipment packed or shrink wrapped by Customer).

- Consolidate the equipment at each site (including the equipment that have been successfully data sanitized) in a central location which is reasonably accessible by Dell's logistics provider.
- Provide a site representative to direct Dell's logistics provider to the equipment to ensure correct equipment is removed.
- De-register equipment and other associated systems from Windows Autopilot, where applicable.

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

- The Customer has good and marketable title to the equipment free and clear of all liens, claims and encumbrances of any kind.
- The Customer has removed all confidential, proprietary, personal, sensitive and other non-public data and any third-party software from all equipment, which was not identified by Dell on the data sanitization summary as being successfully sanitized ("PASS").
- 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.
- Unless otherwise disclosed by Customer and acknowledged by Dell in writing prior to shipping, the equipment will be operating to the manufacturer's published specifications upon delivery to Dell.
- The Customer is responsible for and has complied with the health and safety requirements and obligations applicable to it in relation to the Site(s) to which Dell or its providers are given access by the Customer, including the Data Sanitization Workspace.

If the Customer breaches any of its obligations or warranties outlined in this Service Attachment, 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.

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

## Pricing and Payment Terms

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

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

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

The Customer hereby agrees to pay the price for each piece of equipment per the applicable Dell order confirmation, as well as any additional fees and costs set forth in this Service Attachment. The Customer acknowledges and agrees that Dell shall be entitled to offset amounts due to Dell from



Customer under this Service Description against the amounts otherwise payable by Dell to the Customer hereunder.

## Additional Fees

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

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

## Excluded Services

- Return of leased equipment.
- Any activities other than those specifically set forth in this Service Attachment.

## Important Additional Terms

### Title and Risk of Loss

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

### Liability

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

DELL'S AND ITS SERVICE PROVIDERS' LIABILITY FOR SERVICES PROVIDED IN ACCORDANCE WITH THIS SERVICE ATTACHMENT, 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 EXCEPT FOR THE UNAUTHORIZED DISCLOSURE OF DATA FROM A SYSTEM HARD DRIVE WHICH DELL AND/OR ITS SERVICE PROVIDERS FAILED TO PROPERLY PERFORM THE DATA SANITIZATION AT CUSTOMER'S SITE IN ACCORDANCE WITH THE PROCESSES SET





FORTH HEREIN AND SUBSEQUENTLY CERTIFIED SUCH HARD DRIVE AS BEING SUCCESSFULLY SANITIZED ON THE DATA SANITIZATION SUMMARY. IN SUCH CASE DELL SHALL BE LIABLE TO CUSTOMER FOR DIRECT DAMAGES RESULTING FROM SUCH DISCLOSURE UP TO AN AMOUNT NOT EXCEED, IN THE AGGREGATE, THE TOTAL AMOUNT OF FEES PAID OR PAYABLE BY CUSTOMER UNDER THIS SERVICE ATTACHMENT WITHIN A CALENDAR YEAR.

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

## Supplemental Terms & Conditions

**1. Term of Service.** This Service Attachment commences on the date listed on your Order Form and continues through the term ("**Term**") indicated on the Order Form. As applicable, the number of systems, licenses, installations, deployments, managed end points or end-users for which Customer has purchased any one or more Services, the rate or price, and the applicable Term for each Service is indicated on Customer's Order Form. Unless otherwise agreed in writing between Dell and Customer, purchases of Services under this Service Attachment must be solely for Customer's own internal use and not for resale or service bureau purposes.

### 2. Important Additional Information

- M. 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 Services. Any rescheduling of the Service will be confirmed by Customer at least 8 days prior to commencement of the Service.
- N. 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.
- O. 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 obligations under this Service Attachment.
- P. 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.
- Q. Assignment and Subcontracting.** Dell may subcontract this Service and/or assign this Service Attachment to qualified third party service providers who will perform the Service on Dell's behalf.
- R. 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 terms and conditions set forth in this Service Attachment.

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

**s. Geographic Limitations and Relocation.** This Service will be delivered to the site(s) indicated on the Customer's invoice. This Service is not available at all locations. Service options, including service levels, technical support hours, and onsite availability and response times will vary by geography and certain options may not be available for purchase in Customer's location, so please contact your sales representative for these details. Dell's obligation to supply the Services to relocated Supported Products is subject to various factors, including without limitations, local Service availability, additional fees, and inspection and recertification of the relocated Supported Products at Dell's then-current time and materials consulting rates. Online First Article service is not available in all geographies. Asset Tagging and Asset Reporting are also available on select peripherals (e.g., monitors, printers, racks) within the Americas, Europe, Middle East, and Africa regions.

## Attachment H

### Onsite PC Installation

#### Service Overview

This Add on Service provides for the onsite setup and connectivity of a new Supported Product or Legacy System (the "Onsite PC Installation").

#### Service Features

##### Installation of Supported Product

- Unpacking of a new Supported Product from shipping boxes and inspecting components for any damage.
- Organization and connection of Supported Product deskside peripherals (e.g., monitors, keyboards, power supplies, mice, etc.).
- Connection of the Supported Product to the Customer's power and networking sources.
- Movement of all boxes, packaging materials and debris to a disposal area within the building where the deployment Services are provided and properly cleaning the installation area, so it is returned to its original condition.

##### Connectivity for Supported Product

- Booting the new Supported Product and verify network connection for Customer's network connected devices.
- Log on to the new Supported Product using Customer-provided user ID and password.
- If the Customer needs any of the items/actions below, the Customer must notify Dell of these requirement needs (via assigned SPOC):



- The reconnection of existing or installation of new external desktide peripherals to Supported Product and configuration for use. When required, Dell will load the drivers supplied by Customer and will conduct an agreed upon simple test for functionality (e.g., print a test page).
- Completion of basic domain join through Windows native interface.
- Joining of Supported Product to workgroup. Supported Product can be joined to the default container within Active Directory.
- Completion of Enterprise Enrollment.
- Configuration of IP address.
- Setup of email or online account.
- Configuring Remote Desktop Connection.
- Mapping of network printers to new Supported Product.
- Restore network file sharing.
- A brief and basic orientation on the primary functions of the new Supported Product.

### **Settings Transfer**

- Transfer of common end-user personalization and settings from the Customer's Legacy System.
- Transfer of settings associated to user profiles to the new Supported Product(s).
- Transfer of common application settings.

### **Software Installation**

- Installation of a Supported Product application(s) via Customer provided internet download, manual script, USB, or CD/DVD.
- As requested, assistance with product activation and applying updates.
- Basic configuration of software for use (such as a remote desktop application) to confirm proper functionality.
- As requested by Customer, uninstalling the software application(s) as requested by the Customer.
- As requested by Customer, upgrading software application version(s).

### **De-installation of Legacy System** (if requested and when technician is still onsite)

- Disconnection of the hardware components, network cable, and power cord for the Customer's Legacy System.
- Placement of the Legacy System components in boxes using packaging materials from the new Supported Product or other materials supplied by the Customer.
- Movement of the Legacy System to an onsite storage area or new end-user site in the deployment building as designated by the Customer.

## **Corresponding Services.**

This Add-on Service can be purchased with:

- ProDeploy for Client
- ProDeploy Plus for Client

## **Customer responsibilities**

Customer agrees to the following specific responsibilities:

- Customer must purchase one Onsite PC Installation Service for each Supported Product.



- Prepare all work areas and end-user desks prior to the start of Services including access to the system, external peripherals, power, and network connectivity.
- Prior to the technician arriving on-site, create domain account and computer objects (if required prior to joining Supported Product to domain) within Active Directory to enable the domain join prior to scheduled deployment date.
- Provide domain account credentials for use by technician with rights necessary to join a computer to the default Computers container in Active Directory.
- Supply all applicable drivers for hardware installation.
- Ensure the Legacy System is available and fully operational for any Services to be performed on Legacy System.
- Create and provide the scheduling details of all necessary resources required for the Service, including the end user installation schedule.
- Provide requirements (e.g., address(es) and available installation times for the purpose of scheduling) and technical data needed for the Service via the site survey.
- Ensure all necessary Customer resources are available for the duration of the onsite installation, including technical contacts.
- Provide access to Customer facilities and systems as needed to provide the Service, including, but not limited to, safe and adequate parking facilities, any necessary keys or badges.
- Provide a safe working environment and reasonable office accommodation.
- Additionally, for Onsite Installations occurring at a residential office must have an adult present at all times during the performance of the Service.
- Provide Services Site Acceptance upon Site completion.
- Provide Dell with local administration rights necessary to perform the Service.
- Provide Dell with the software (e.g., the script, USB or CD/DVD) required to perform application installation.
- Test and verify that the software application operates according to the Customer's needs on the supported hardware platform(s) that will be purchased. Dell will not be held responsible for errors or non-compatibility issues that arise during the software installation process which result from Customer's failure to test and verify software compatibility.
- Provide any and all software licensing required and provide the Dell technician with an adequate quantity of installation media and installation instructions.
- Notify Dell that de-installation services are required at the conclusion of the data transfer.
- All systems in an order must be scheduled together as part of a singular event. In general, orders of 10 or less being scheduled for the same time/same day.
- All onsite services for a Supported Product will be coordinated to be performed at the same time.
- Service location must be easily accessible by vehicle and without use of special tools or equipment.
- De-installation of the Legacy System requires the concurrent installation of a new Supported Product.
- Customer must locate the Supported Product within the building in which it is to be installed prior to the commencement of the Service.
- Supply all applicable drivers for peripheral installation.
- As required to complete the Service, grant technician access to the Customer's network to perform the Services.
- Customer's network meets a minimum standard ethernet 100Mbps, switched subnets, and provides 5-10 Mbps throughput at the Supported Product.
- Maintain a stable network infrastructure across all Customer sites.
- Ensure the Supported Product is attached to a local area network and has stable and reliable Internet access.
- If external media is required, the Customer must provide USB/external media.
- If requested by Dell, provide the Dell technician internal access to the data migration tool installer which is available from the Deployment Support resource page that will be provided by the SPOC.



## Dell Responsibilities

- Collect site and scheduling information from the Customer.
- Dell will work with the Customer to review the scope of Services purchased.
- Dell may collect relevant current state data about the Legacy System to plan for the Service fulfillment. This may be done by phone, email or using Dell's deployment tools.
- Dell will collect site, contact and scheduling information for each of the Customer's deployment sites to ensure all critical details specific to the site are provided to Dell prior to Services beginning.

## Excluded Services

- Setting up a new network.
- Transportation of system between locations or any other type of logistic services.
- Offsite removal and/or recycling of Legacy System by onsite technician.
- Joining specific Organization Units within Active Directory; computers will be joined to the default Computers container.
- Providing or running custom scripts to join domain.
- Troubleshooting errors associated to the native Windows domain join process.
- Setting up or configuring Active Directory.
- Installation of point-of-sale /cash registers.
- Multiple technician visits per purchased Onsite PC Installation Add-on.
- Mounting hardware onto surfaces or peripheral devices requiring tools or multiple simultaneous technicians.
- Transfer of data in an event separate from the corresponding Onsite PC Installation Service event.
- Data and settings transfer using tools other than the tool(s) Dell designates for the performance of the Service by Dell's personnel.
- Transferring data for user accounts to alternate domains.
- Any backup of data or recovery of data, including disaster recovery.
- Separate scheduling of the transfer and installation services.
- Scripting for application installations.
- Transferring of applications or software. Software applications are installed/reinstalled not transferred.
- Installation of operating system software.
- Customization and/or personalization of software (beyond what is required to ensure software is properly installed).
- Transferring data from or to non-Windows based operating systems.
- Configuration of security software such as anti-virus/spyware/malware software.
- Installation or configuration of enterprise software.
- Any activities other than those specifically set forth in this Service Attachment.

## Additional Terms and Conditions

- Customer caused delays which prevent the Dell technician from performing the Onsite PC Installation Service prior to or while the technician is onsite may be subject to additional charges. There may be additional charges for any requests made directly to onsite technicians for additional activities.
- Customers may customize the standard instructions or provide their own set of instructions defining the onsite activities to be performed. Customized instructions and corresponding activities will be limited to 45 minutes of desktime per PC. Dell will assess the anticipated amount of time to



complete these activities prior to the deployment beginning and during the deployment itself. If Dell finds that the amount of time to perform the onsite activities is in excess of the 45-minute limit, Dell will work with the customer to modify the instructions, so the deskside time is under 45 minutes or assess additional charges for the additional time via the Change Control process.

- For security reasons, Dell will not introduce USB/external media into the Customer's environment. If required for access to the data migration tool installer used by Dell, the Customer must provide USB/external media. Additional charges, if determined to be warranted, will be charged through the Change Control process.
- Desktop/Notebook Operating System is Microsoft Windows 7, or Window 8, Windows 10 [or applicable later version].
- Operating system is preloaded or already installed.
- Dell shall not be held responsible for errors during the installation process and any errors encountered during the installation.
- Applications must be delivered contiguously with the Onsite PC Installation Service for the Supported Device it was purchased with, at a single deployment site, and must occur in the same business day. Any unused application installation cannot be credited, refunded, or transferred.
- Not available for Thin Client devices
- Dell will not make more than 3 attempts to install the software applications.

