ProSupport Plus for Infrastructure

Introduction

Dell[1] is pleased to provide ProSupport Plus for Infrastructure (the "**Service(s)" or "Support Services**") in accordance with this Service Description ("**Service Description**"). Your quote, order form or other mutually-agreed upon form of invoice or order acknowledgment from Dell (the "**Order Form**") will include the name(s) of the Product(s)[2], applicable Service(s) and related option(s), if any. For additional assistance, or to request a copy of Your governing agreement applicable to the Services (the "**Agreement**"), contact Your Dell sales representative. For a copy of Your agreement with Your applicable Dell reseller, contact that reseller.

The Scope of This Service

The features of this Service include:

- Telephone access twenty-four (24) hours each day, seven (7) days each week (including holidays)[3] to Dell's global expert center staffed by Senior ProSupport Engineers[4] for troubleshooting assistance of hardware and software issues
- On-site dispatch of a specialized Dell field technician and/or delivery of replacement parts to the Installation Site or other Customer business location approved by Dell as detailed in the Agreement to address a Product problem
- Access to remote Technical Customer Success Manager (Technical CSM)
- Replacement parts, when deemed necessary to resolve or prevent an issue
- ProSupport AIOps Platforms include Dell AIOps , TechDirect and MyService 360, which are enabled via connectivity software, such as secure connect gateway and provide benefits not limited to the following:
    - Proactive issue detection and automated case creation
    - Predictive detection of hardware failures
    - Self-serve case creation
    - Self-serve part dispatch
    - Dell Security Advisories
    - Dell AIOps Cybersecurity Assessment

Please review the table below for more details.

How to Contact Dell if You Require Service

Online, Chat, and Email Support: Dell website, chat, and email support available for select products at www.dell.com/contactus.

Telephone Support Requests: Available on a 24x7 basis (including holidays). Availability may differ outside of the United States and is limited to commercially reasonable efforts unless otherwise specified in this document. Visit www.dell.com/contactus for a list of applicable telephone numbers for Your location.

The following chart lists the service features of ProSupport Plus for Infrastructure provided under Dell's warranty and/or maintenance terms. ProSupport Plus for Infrastructure is available to support and maintain:

1. Dell Equipment which is identified on the Dell Product Warranty and Maintenance Table and/or on Your Order Form as:
    - including ProSupport Plus for Infrastructure during the applicable warranty period; or
    - eligible for upgrade to ProSupport Plus for Infrastructure during the applicable warranty period; or

[1] "Dell", as used in this document, means the applicable Dell sales entity ("Dell") specified on Your Dell Order Form and the applicable EMC sales entity ("EMC") specified on Your EMC Order Form. The use of "Dell" in this document does not indicate a change to the legal name of the Dell or EMC entity with whom You have dealt.
[2] As used in this document, "Dell Products", "Products", "Equipment" and "Software" means the Dell Equipment and Software identified on the Dell Product Warranty and Maintenance Table or on Your Order Form, and "Third Party Products" is defined in Your Agreement, or in the absence of such definition in Your Agreement, in the Dell Commercial Terms of Sale, or Your local Dell terms of sale, as applicable. "You" and "Customer" refers to the entity named as the purchaser of these Services named in the Agreement.
[3] Availability varies by country. Contact Your sales representative for more information.
[4] *Use of the term "engineer" herein is not intended to imply professional engineering licensure under applicable laws or regulations.*

- eligible for ProSupport Plus for Infrastructure during a subsequent maintenance period.

2. Dell Software which is identified on the Dell Product Warranty and Maintenance Table and/or on Your Order Form as eligible for ProSupport Plus for Infrastructure during a maintenance period.

SERVICE FEATURE	DESCRIPTION	PROSUPPORT PLUS—COVERAGE DETAILS
GLOBAL TECHNICAL SUPPORT	Customer contacts Dell by telephone or web interface on a 24x7 basis to report an Equipment or Software problem. Telephone contacts will be routed to a remote technical support contact to assist with their issue. Automated case creation is available when the AIOps platform has been set up via the secure connect gateway	Included. • For Severity 1 issues customers receive escalation management and critical situation "CritSit" procedures with Incident Manager coverage.
ONSITE RESPONSE	Dell sends authorized personnel to Installation Site to work on the problem after Dell has isolated the problem and deemed Onsite Response necessary.	Included for Equipment only. Initial Onsite Response objective is a four-hour service response after Dell deems Onsite Response is necessary. <u>On-site Response</u> A technician typically arrives on-site within 4 hours after completion of troubleshooting and isolating the issue. • Available seven (7) days each week, twenty-four (24) hours each day, including holidays. • Available within defined four (4) hour response locations. • 4 Hour parts locations stock essential operational components, as determined by Dell. Non-essential parts may be shipped using overnight delivery. <u>Onsite Response does not apply to Software and may be separately purchased.</u>
MISSION CRITICAL SUPPORT	For Severity 1 issues, Dell performs the included coverage as deemed necessary by Dell.	Included for Equipment only. • Critical situation procedures - Severity level 1 issues are eligible for quick Escalation/Resolution Manager and "CritSit" incident coverage. • Rapid Dispatch: dispatch of senior field engineer in parallel with phone-based troubleshooting. Applicable engineer and availability are determined by Dell. • On-demand onsite diagnosis from Dell when Customer's staff is not available or reasonably capable of performing onsite troubleshooting. Only for Equipment connected to the secure connect gateway. Customer request must be initiated via a Telephone Support Request. • Priority Production in the event of a critical situation caused by natural disaster. In many cases, this includes the expedited production of a new Dell system.
6-HOUR CALL TO REPAIR 7X24: 4-HOUR ON-SITE RESPONSE WITH 6-HOUR HARDWARE REPAIR SERVICE	Technician should arrive on-site within 4 hours after dispatch and often repairs the hardware within 6 hours of dispatch.	• Available seven (7) days each week, twenty-four (24) hours each day – including holidays. • For Severity 1 incidents, Dell will make commercially reasonable efforts to return the hardware to operating condition within 6 hours after dispatch • 4-hour response and 6-hour repair from dispatch. Applies to covered Supported Product faults or repairs only. Software Support is not in scope. • Available to Customers within a 50 mile or 80 kilometer distance from Dell designated support HUB. • Customer must have an activated and maintained supported version of the secure connect gateway software.

SERVICE FEATURE	DESCRIPTION	PROSUPPORT PLUS—COVERAGE DETAILS
PROSUPPORT AIOPS PLATFORMS	AIOps is artificial intelligence (AI) for IT operations. It refers to the strategic use of AI, machine learning (ML), and machine reasoning (MR) technologies that simplify and streamline processes and optimize the use of Customer's IT resources.	Included. ProSupport AIOps Platforms include Dell AIOps, TechDirect, and MyService 360, which are all enabled via connectivity, such as secure connect gateway, and provide benefits not limited to the following: • Proactive issue detection and case creation • Predictive detection of hardware failures • Self-serve case creation • Self-serve part dispatch • Dell Security Advisories • Dell AIOps Cybersecurity Assessment Dell AIOps is a cloud-based AIOps application that provides for simple and proactive monitoring and troubleshooting of Your Dell IT infrastructure. It leverages machine learning to proactively monitor and measure the overall health of servers, storage, converged, hyperconverged, data protection, and network devices through intelligent, comprehensive, and predictive analytics. Predictive analytics for capacity and performance of components, such as Solid State Drives and Memory, are enabled through use of Dell AIOps. Dell AIOps is available at no additional charge for products with a valid ProSupport (or higher) contract. Dell AIOps is hosted on Dell Private Cloud, providing each Customer an independent, secure portal and ensures that Customers will only be able to see their own environment. MyService360 provides 360 degree data visualizations and analytics across Your datacenter, and an end-to-end services history for Dell products. Key benefits include: • Proactive display of real-time critical incidents and risks • Clear, prescriptive recommendations for simplified action and planning • Historical trends and data analytics • Manage services health for data protection, storage and converged systems TechDirect allows Customer self dispatch of parts. The secure connect gateway is an enterprise monitoring technology that is delivered as an appliance and a stand-alone application. It monitors Your devices and proactively detects hardware issues that may occur. Depending on Your service contract, it also automates support request creation for issues that are detected on the monitored devices. Please contact Your Dell representative for covered products

REPLACEMENT PARTS	Dell provides replacement parts when deemed necessary by Dell.	Included. Replacement parts delivery objective is four-hour (4) service response (i.e., same business day) for critical parts after Dell deems that a replacement part delivery is necessary Four-hour (4) parts locations stock essential operational components as determined by Dell. Non-essential parts may be shipped using overnight delivery. Parts deemed non-essential and/or not stocked in four-hour (4) parts locations include, but are not limited to: bezels, mechanical chassis, hard drive blanks, rail kits, cable management accessories and Graphical Processing Units (GPUs). Parts that may be deemed essential are: motherboards, CPUs, select memory modules and hard disk drive that may impact array and production environment. Local country shipment cut-off times may impact the same day/next local business day delivery of non-essential replacement parts. Dell currently stocks parts in various locations throughout the world. Selected parts may not be stocked in the location closest to a customer's site. If a part that is needed to repair the supported Products is not available from a Dell facility near the Customer's location and must be transferred from another facility, it will be shipped using overnight delivery or as soon as is practical and commercially reasonable. Four (4) hour parts locations stock components of the system, as determined by Dell. In order to receive four (4) hour parts, Customer must be located within the coverage area determined by Dell. For more details on geographic limitations, see the Supplemental Terms and Conditions below. The parts delivery response times referenced above are only applicable for stocking parts in accordance with standard configurations. Stocking of service parts for new products or non-standard configurations may require longer than thirty (30) days lead time. Replacement parts and related service activities are subject to availability. Dell will use commercially reasonable efforts to source and deliver required parts; however, availability may be affected by conditions outside Dell's reasonable control, including but not limited to: (a) endemic or systemic supplier quality issues; (b) industry-wide shortages or allocation constraints; (c) recalls, safety holds, or regulatory actions; (d) force majeure events, trade restrictions, or sanctions; or (e) end-of-life or end-of-availability designations by component manufacturers (each, a "Supply Impact Event"). During a Supply Impact Event, Dell may, without liability, extend service response times, suspend Services, substitute functionally equivalent parts (including refurbished or remanufactured components), employ alternative repair methods, or prioritize part allocation across its customer base. Customer acknowledges that Dell will not be in breach of the Agreement, any service commitment or response time obligation to the extent performance is affected by a Supply Impact Event and further acknowledges that Dell will have no liability for delays or service degradation caused by a Supply Impact Event; in such cases, Dell's sole obligation will be to coordinate with suppliers and use commercially reasonable efforts to obtain replacement or alternative parts. Supply Impact Events will constitute force majeure events under the Agreement, even if not explicitly listed, and shall entitle Dell to all applicable protections thereunder. Installation of all replacement parts is performed by Dell as part of Onsite Response, but Customer has option to perform installation of Customer Replaceable Units (CRUs). See Dell Product Warranty and Maintenance Table for listing of parts designated as CRUs for specific Equipment or contact Dell for more details. If Dell installs the replacement part, Dell will arrange for its return to a Dell facility. If Customer installs the CRU, Customer is responsible for returning the replaced CRU to a facility designated by Dell. Should a

		Customer need assistance replacing a CRU, Dell may assist remotely and/or with a technician onsite to assist with replacement. If during diagnosis, the Dell Technician determines that a repair can be accomplished with a CRU-designated part or if Customer chooses to self-dispatch a CRU-designated part, Dell will ship the CRU-designated part directly to the Customer. If the Dell technician determines that the Supported Product is one that should be replaced as a whole unit, Dell reserves the right to send Customer a whole replacement unit. Whole unit replacements may not be stocked for same day response times and there may be extended lead times for arrival of a whole unit replacement at Your location, depending on where You are located and the type of Product being replaced.
PROACTIVE SOLID STATE DRIVE REPLACEMENT	If, prior to reaching its Endurance Level, a solid state drive reaches the Endurance Level Threshold (as determined by Dell) or beyond, the Customer is eligible to receive a replacement solid state drive. "Endurance Level" means the average life span of an eligible SSD. "Endurance Level Threshold" is the point in the SSD's life span (as determined by Dell) at which the drive becomes eligible for replacement--for example, upon reaching 95% of the Endurance Level. Endurance Level Thresholds will vary.	Included for Storage and Hyperconverged/Converged Infrastructure Products. Response objective is based on the applicable Replacement Parts Delivery and Onsite Response service features detailed above. Customer must activate and maintain the currently supported version(s) of remote IT support and monitoring software (implemented as the secure connect gateway) during the applicable term of support. Connectivity software enablement, as applicable, is a prerequisite for these additional renewal service features. Pre-imaged drives are not eligible for Proactive Solid State Drive Replacement by Dell.
RIGHTS TO NEW RELEASES OF SOFTWARE	Dell provides the rights to new Software Releases as made generally available by Dell.	Included.
INSTALLATION OF NEW SOFTWARE RELEASES	Dell performs the remote installation of new Software Releases.	**Equipment Operating Environment (OE) Software** Included only on storage equipment when the associated embedded operating environment software is covered by a Dell warranty or a current Dell maintenance contract. Equipment operating environment software is defined as user interface software programming and/or microcode needed to enable the Equipment administration, control, and performance of its basic functions, and without which the equipment cannot operate. Customer is entitled to remote installation of the OE software updates with an activated and maintained supported version of the secure connect gateway software. Please reference the Dell Product Warranty and Maintenance Table for eligible products. **Other Software (non-OE)** Customer performs the installation of new Software Releases unless otherwise deemed necessary by Dell.
24X7 REMOTE MONITORING AND REPAIR	Certain Products will automatically and independently contact Dell to provide input to assist Dell in problem determination. Dell remotely accesses Products if necessary for additional diagnostics and to provide remote support.	Included for Products that have a secure connect gateway, or other Dell enabled connectivity tools, for remote monitoring and technology available from Dell. See details about the secure connect gateway tool above in AIOPs platform section. Once Dell is notified of a problem, the same response objectives for Global Technical Support and Onsite Response will apply as previously described.

TECHNICAL CUSTOMER SUCCESS MANAGER (TECHNICAL CSM)

The ProSupport Plus designated Technical Customer Success Manager is an assigned remote resource that is knowledgeable of the customers business and provides a wide range of system, environmental and customer success features and capabilities designed to reduce downtime and maximize the overall support experience from Dell.

Included with the Technical CSM Service:

Lifecycle Management:

- Advocating for Customer across all enabled services; providing guidance, support and recommendations throughout the lifecycle of Supported Product entitlements
- Working closely with sales, support and product teams to address identified customer needs and concerns
- Collaborating, on behalf of the Customer, across all Dell services and commercial organizations when necessary to solve technical or business issues
- Assisting in Escalations, as needed, for issues that may not be resolved through standard processes, by coordinating necessary resources to resolve
- Advocating for Customers during critical unplanned IT service interruptions and outages with access to executive leadership, support escalations managers and technical support leadership

On-boarding assistance:

- Providing on-boarding assistance ensuring the Customer is fully enabled to receive ProSupport Plus services
- Providing educational resources to assist with questions regarding the secure connect gateway, and/or other Dell connectivity tools
- Verifying the accuracy of relevant Customer support information such as account name, point of contact, asset location and address, etc
- Providing knowledge transfers such as how to contact Dell to open service requests, and use of Dell support tools and technologies

Success Planning

- Providing Customer with Success Plans which are a series of recommendations through digital communications, and if requested, through scheduled reviews on an agreed cadence. The Success Plans will include goals, objectives and key activities recommended by Dell for the Customer on entitled ProSupport Plus assets. Dell Technical CSM Success Plans are not contractual documents and are not legally binding on Dell or Customer. They are guidelines to assist Customer and the Technical CSM in communicating Customer's technology and services outcomes

Included on Products covered by ProSupport Plus for Infrastructure service or then current maintenance contract during Dell normal local business hours which may vary by region and country, excluding Dell and local holidays. See additional Coverage Details below

Reporting

Reporting and analysis recommendations on entitled systems including:

- Summarizing open and closed service requests by month, or quarterly, based on Customer choice
- Verifying currently installed system software versions against target code recommendations; and
- Verifying contract status, including start/end dates and other basic contract details

Customer Success Service Optimization Review:

- Providing a service review of the details in the service report. Schedule, timeframe and other topics to be reviewed will be determined between the Technical CSM and the Customer during onboarding

System Maintenance:

- Assisting Customer, for entitled assets, in coordinating delivery of System Maintenance events within the Customer's maintenance window. See below for additional information.

SEVERITY LEVEL DEFINITIONS

SEVERITY 1 Critical – loss of ability to perform critical business functions and requires immediate response

SEVERITY 2 High – able to perform business functions, but performance/capabilities are degraded or severely limited

SEVERITY 3 Medium/Low – little to no business impact

Additional information on Mission Critical Support

Dell reserves the right to refuse service if Dell reasonably believes that the Customer is misusing or overusing the On-Demand Onsite Diagnosis feature for critical issues (such as when Customer does have personnel available for on-site troubleshooting or Customer's requests for onsite diagnosis visits exceed the standard failure rates due to examples below, for the components and systems involved). If Dell determines (in Dell's sole discretion) a Customer is abusing the Service, Dell reserves the right to deny the service.

Exclusions

The following activities are not included in the scope of this Service Description:

- De-installation, re-installation or configuration of product(s), software or application(s)
- Removal of de-installed Product from the Customer's premises
- Server/Storage/Networking Software are not classified as Equipment
- Operating environment Software troubleshooting above and beyond returning the Product to a working state (e.g. consulting, performance tuning, configuration, scripting or benchmarking are excluded)
- Services required due to failure to maintain software and Supported Product(s) at any specified minimum release level as set forth in the Reference Code Document.
- Services required due to failure of Customer to incorporate any system fix, repair, patch, or modification provided by Dell or due to failure of the Customer to take avoidance action previously advised by Dell, such as a communicated security advisory or critical fix update that a Customer does not implement

- Services that, in the opinion of Dell, are required due to improper treatment or use of the products or equipment
- Customization of the Customer's server or storage device except as expressly stated in this Service Description
- Any recovery or transfer of data or applications
- Warranty service or support for non-Dell systems, software, or additional components
- Services that, in the opinion of Dell, are required due to unauthorized attempts by third-party personnel to install, repair, maintain, or modify hardware, firmware, or software
- Network printer installation or network file share mapping
- Server, storage, network or router configuration of any kind
- Network services, including attachment of a system to a network (other than an Ethernet LAN)
- Any activity not specifically set forth in this Service Description
- Developing and providing security updates to address product security vulnerabilities. This Service does not guarantee the availability of security updates for Your Supported Product(s)

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

Customer Responsibilities for the Technical CSM Service

Dell provision of the Technical CSM service feature detailed above is contingent upon the Customer fulfilling the following responsibilities:

- Making an appropriate system maintenance window(s) available for the Technical CSM as deemed necessary by Dell.
- Ensuring that all environmental, technical and operational requirements are met.
- Providing the Technical CSM with timely access to (a) at least one technical contact with system administration responsibilities and appropriate system/information access privileges, and (b) applicable subject matter experts, systems and networks (including, without limitation, remote systems/ network access) as deemed necessary by Dell.
- Assuming all responsibility for network connectivity, performance, and configuration issues.
- Verifying that the Equipment location(s) is/are prepared prior to the commencement of ProSupport Plus for Infrastructure.
- Ensuring Product is connected to the secure connect gateway with the appropriate log collection options enabled.

Additional important information on the Technical CSM Service Feature

- In order to fully enable monthly or quarterly reporting, connectivity, such as the secure connect gateway, must be installed with the appropriate log collection options enabled
- Availability of the Technical CSM service is during normal business hours. Business hours are defined by the location where the Technical CSM resides and may vary by region and country. At Dell's discretion and when deemed necessary by Dell, the Technical CSM services may be performed onsite.
- After-hours support may be provided by other resources within Dell at Dell's discretion.
- The location of the Technical CSM will be assigned by mutual agreement during on-boarding based on Customer's preferred service area and Dell's staffing availability.
- Authorized Dell Reseller (defined below) may receive the Technical CSM Services, including reporting. Reporting may not be categorized by specific end-user Customers.
- Authorized Dell Resellers (defined below) must identify Supported Products that are re-sold, complete the Dell tag transfer process to change ownership to the new end-user Customer, and provide the Technical CSM with new Customer contact information in order to validate entitlement and on-board Customer separately.

Not Included with the ProSupport Plus Technical CSM feature

- Deployment of the secure connect gateway, and/or other Dell connectivity tools.
- Technical support, troubleshooting, or diagnostic activities. (provided by ProSupport Plus technical support)
- Quoting or selling of Products and services.

- Parts replacement in the event of Supported Product defect.
- Software or hardware installation and configuration.
- Any other services not listed as included in this Service Description.

PROSUPPORT PLUS FOR INFRASTRUCTURE PROACTIVE SYSTEM MAINTENANCE

ProSupport Plus System Maintenance provides Dell Customers with planned proactive remote maintenance events occurring during the term of the service contract on devices covered by ProSupport Plus for Infrastructure and monitored under applicable Dell connectivity technology, such as the secure connect gateway, as applicable. Such maintenance events help maintain performance and may reduce the likelihood of future incidents due to incompatible hardware, software, BIOS, and firmware versions. Planned proactive System Maintenance events are coordinated between the Customers, the Technical CSM and Dell support personnel. Delivery of such events is generally available 24x7x365, but may be subject to mutual Customer and Dell resource availability. Dell recommends planned proactive System Maintenance events occur twice per year. Certain Products may have limitations on the number of times planned proactive System Maintenance may be performed per year. Please consult with Your sales representative or the assigned Technical CSM for a list of supported Products and any applicable limitations.

Not Included in ProSupport Plus for Infrastructure System Maintenance

- Updates on interconnected devices not covered by a current ProSupport Plus for Infrastructure support contract.
- Updates on any software without corresponding entitlement to such updates under an appropriate software support contract by either Dell or a third party for select Third Party Products.
- Operating System upgrades and hypervisor patch creation or other related engineering or software development support.
- Creation of application patches.
- Onsite delivery of maintenance.
- De-installation or installation of additional hardware, or configuration tasks.
- Installation or configuration of software not specifically listed in this Service Description.
- Application performance tuning.
- Virus, spyware, or malware identification or removal.
- Any other updates or other activities not specifically documented within this Service Description.

Additional Important Information about ProSupport Plus for Infrastructure System Maintenance

- During the maintenance event, upgrades may cause a temporary loss of connectivity to other attached devices.
- After completion of the upgrade attached devices may need to be rebooted and connectivity verified.
- System(s) to be upgraded must be made available to Dell or Dell-authorized agents during the agreed upon maintenance window.
- Depending on the system(s) to be upgraded an additional system management system or resource may need to be made available.
- Depending on the system(s) to be upgraded appropriate administrative rights to the device may need to be provided to Dell or Dell authorized agents.
- Customer is responsible for having and maintaining all license requirements pertaining to Equipment and Software updates.
- In the event that updating Software on entitled Product could cause degradation or impact performance on other unentitled Product, Dell in consultation with the Customer may choose to not proceed with the System Maintenance activity until that situation is resolved.
- In order to fully enable ProSupport Plus for Infrastructure System Maintenance, applicable connectivity technology such as the secure connect gateway must be installed with log collection options enabled.
- Installation of new Software Releases for the Dell High End Storage systems, Converged and Hyperconverged Infrastructure systems, determined during System Maintenance including but not limited to software versions posted on applicable interoperability configuration matrices (The Dell Simple Support Matrix or the Release Certification Matrix) may require the purchase of a separate services engagement from Dell. Contact Dell for more information.

Reporting Delivery to Authorized Dell Resellers for End User Customers Who Purchase via Authorized Dell Resellers

The ProSupport Plus Technical CSM reporting will only be delivered by Dell to the authorized Dell r**eseller or distributor (as applicable) identified on the Dell quote (collectively, the "Reseller"). Reseller acknowledges and agrees that they have obtained appropriate consent from the end user Customer(s) of the Reseller ("End User(s)") to receive the End User Customer's Technical CSM Reporting**. Unless otherwise notified by the Reseller, Dell will distribute the ProSupport Plus Technical CSM reporting to the Reseller's address and contact information provided to Dell at the time the Service was purchased or the contact information that is contained in Dell current sales and service records, as determined by the Dell. Technical CSM reporting delivered to the Reseller will not be categorized by/for specific End Users. Custom reporting options may be available for separate purchase at an additional cost.

COLLABORATIVE ASSISTANCE

If a Customer opens a service request and Dell determines that the problem arises with an eligible third-party vendor's products commonly utilized in conjunction with Products covered by a current Dell warranty or maintenance contract, Dell will endeavor to provide Collaborative Assistance under which Dell: (i) serves as a single point of contact until the problems are isolated; (ii) contacts the third-party vendor; (iii) provides problem documentation; and (iv) continues to monitor the problem and obtain status and resolution plans from the vendor (where reasonably possible).

To be eligible for Collaborative Assistance, Customer must have the appropriate active support agreements and entitlements directly with the respective third-party vendor and Dell or an authorized Dell Reseller. Once isolated and reported, the third-party vendor is solely responsible to provide all support, technical and otherwise, in connection with resolution of the Customer's problem. **Dell IS NOT RESPONSIBLE FOR THE PERFORMANCE OF OTHER VENDORS' PRODUCTS OR SERVICES**. A list of Collaborative Assistance partners can be found on the Collaborative Assistance List. Please note that supported third-party products may change at any time without notice to Customers.

DELL SYSTEM SOFTWARE SUPPORT

Dell Software support included within ProSupport Plus for Infrastructure provides support for select Third Party Products, including select end-user applications, operating systems, hypervisors and firmware when such Third Party Products are 1) used with and are currently installed and operating on Products at the time that support is requested, 2) covered by an existing ProSupport Plus for Infrastructure support and maintenance term of service, and 3) have the appropriate active support agreements and entitlements directly with the respective Third Party Product publisher. This level of support is provided on entitled ProSupport Plus for Infrastructure Equipment, regardless of how the eligible software was purchased and licensed, but Customer is responsible for ensuring that such eligible software was purchased and licensed properly according to the publisher. Customer is solely responsible for correcting any problems with licenses and purchases of eligible software to be eligible to receive these Services at any time during the coverage period. A list of eligible software can be found on the Comprehensive Software Support List. Please note that supported Third Party Products may change at any time without notice to Customers. Situations giving rise to Customer's questions must be reproducible on a single system, which may be physical or virtual. Customer understands and accepts that resolutions of certain issues giving rise to Customer's service request may not be available from the publisher of the relevant software title (including, but not limited to, instances where the publisher is no longer providing support or maintenance on the relevant software title for any reason) or may require additional support from the publisher, including installation of additional software or other changes to Products. Customer accepts that in such situations where no resolution is available from the publisher of the relevant software title, Dell's obligation to provide support to the Customer will also be fully satisfied.

Additional Terms and Conditions Applicable to End Users Purchasing Product(s) from an OEM

An "OEM" is a reseller who sells the Supported Products in a capacity as an original equipment manufacturer that is purchasing Dell Products and Services from the OEM Solutions (or its successor) business group for an OEM project. An OEM typically embeds or bundles such Dell Products in or with OEM Customer's proprietary hardware, software or other intellectual property, resulting in a specialized system or solution with industry or task-specific functionality (such system or solution an "OEM Solution") and resells such OEM Solution under OEM's own brand. With respect to OEMs, the term "Supported Products" includes Dell Supported Products that are provided without Dell branding (i.e. unbranded OEM-ready system), and "End-User" means You, or any entity purchasing an OEM Solution for its own end-use and not for reselling, distributing or sub-licensing to others. It is OEM's responsibility to provide first level troubleshooting to the End User. An appropriate best-effort initial diagnosis should be performed by OEM before the call goes to Dell. This OEM maintains responsibility for providing the initial troubleshooting even when its End User engages Dell to request service, and if an End User contacts Dell for service without contacting their OEM, Dell will ask the End User to contact their OEM to receive first level troubleshooting before contacting Dell.

Dell ProSupport Plus for Infrastructure on Non-Standard Parts in Custom Server Products

The repairs and exchanges of non-standard or unique parts ("Non-Standard Component Support Services") are a value-added exchange service complementing Customer's PowerEdge Product warranty that covers standard Dell components in a standard configuration, and that require replacement due to defects in workmanship or materials ("Warranty Repairs"). Dell branded firmware/software for "Non-Standard Components" is NOT available, and the Customer must use manufacturer provided utilities to monitor and/or update the component. The Customer will also work with the manufacturer directly to resolve any quality issues related to software/firmware, utilities, and hardware. Dell will provide Non-Standard Support Services to replace non-standard or unique parts that Customer forecasted and guaranteed to be available as set forth above, and once Customer has made corresponding arrangements to assist Dell in placing any orders for service stock to facilitate repair activity. Provided Customer has accurately forecasted stocking needs, Dell will exchange the part that exhibits a defect according to the Customer's applicable response time for Warranty Repairs and install the replacement part in the Customer's Product, but Customer acknowledges and agrees that Dell is not liable to Customer to ensure part availability. Same day (e.g. 4 hour) parts and field response may not be available for "non-standard" component replacement, and Dell will default to Next Business Day Service in these cases (i.e., following telephone-based troubleshooting and diagnosis, a part or technician can usually be dispatched the next business day). Replacement parts may be new or refurbished as permitted by local law, and fulfillment of Non-Standard Component Support Services repairs and exchanges may require Dell to utilize a third party manufacturer/third party publisher's warranty and/or maintenance services, and Customer agrees to assist Dell and provide any materials requested by any third party manufacturer or third party publisher to facilitate utilization of the corresponding third party warranty and/or maintenance services.

Dell engineering testing of the resulting configuration pursuant to a separate statement of work (SOW) – e.g., testing done after installation of the non-standard or unique parts for a configuration that uses software requested by Customer -- is a point in time activity to be done once rather than on a continuous basis, and the Non-Standard Component Support Services are available only on the specific configuration as defined by Customer and tested by Dell. Dell will communicate the exact hardware configuration tested including firmware levels. Once engineering testing is complete Dell will provide the results via reports with indication of Pass/Fail. Dell will use commercially reasonable efforts to support recognition and operation of the non-standard component on the Dell Product, however modification of Dell standard utilities (including BIOS, IDRAC, and connectivity software) will not be supported. Customer will be responsible for working with the manufacturer directly to resolve any non-standard component issues which arise during engineering testing (including quality issues, software, firmware, or hardware specifications/limitations). Additional Dell engineering testing after Customer has received a report with an indication of PASS will require a new SOW and associated non-recurring engineering fees, including any engineering testing requested in connection with a repair or replacement of any component of the configuration during the warranty term of the Customer's Equipment.

General Customer Responsibilities

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

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

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

On-site Obligations. Where Services require on-site performance, Customer will provide all health and safety information, tools and infrastructure required by local applicable laws and regulations.

Customer will provide (at no cost to Dell) free, safe and sufficient access to Customer's facilities and environment, including ample working space, electricity, safety equipment (if applicable) such as: server lifts, ladders, hard hats, and ear protection, etc., 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. For products exceeding 70 lbs. (32 kg), the customer is responsible for providing appropriate lifting equipment for any on-site support or deployment event. For products weighing between 40 lbs. (18 kg) and 70 lbs. (32 kg), the customer may have to remove the product from the rack before Dell will provide service. Failure to meet these conditions may result in additional charges to the customer for the necessary resources to remove the server from the rack safely.

Data Backup. Customer will complete a backup of all existing data, software and programs on all affected systems prior to and during the delivery of this Service. Customer should make regular backup copies of the data stored on all affected systems as a precaution against possible failures, alterations,

or loss of data. Dell will not be responsible for the restoration or reinstallation of any programs or data. Unless prohibited by applicable local laws, Dell will have no data loss liability for:

1. Any of Your confidential, proprietary or personal information;
2. Lost or corrupted data, programs or software;
3. Damaged or lost removable media;
4. The loss of use of a system or network; and/or
5. For any acts or omissions, including negligence, by Dell or a third-party service provider.

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

Maintain Software and Services Releases. Customer must maintain software and Supported Product(s) at Dell specified minimum release levels as specified on the Reference Code Document.
Customer must also ensure installation of minimum software or firmware release levels on replacement parts, patches, software updates or subsequent releases as directed by Dell to keep the Supported Product(s) eligible for this Service. Dell reserves the right, in its sole discretion, to deny support for any software and Supported Product(s) that does not meet Dell specified minimum release levels as specified on the Reference Code Document. **Note:** Security support (i.e., developing and providing security updates to address product security vulnerabilities) is unrelated to support entitlement. This Service does not guarantee the availability of security updates for Your Supported Product.

Services Terms & Conditions

This Service Description is entered between You, the Customer ("You" or "Customer"), and Dell. This Service is provided subject to and governed by Customer's Agreement with Dell.

Products or services obtained from any Dell Reseller are governed solely by the agreement between the purchaser and the Reseller. That agreement may provide terms that are the same as the terms in this document or in the online terms below. The Reseller may make arrangements with Dell to perform warranty and/or maintenance services for the purchaser on behalf of the Reseller. Customers and Resellers who perform warranty and/or maintenance services or professional services must be properly trained and certified. Performance of any services by untrained/uncertified Customers, resellers or third parties may result in additional fees if support from Dell is required in response to such third parties' performance of services. Please contact the Reseller or the local Dell sales representative for additional information on Dell performance of warranty and maintenance services on Products obtained from a Reseller.

In the absence of an 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 Reseller agreement referenced in the table below. Please see the table below which lists the URL applicable to Your Customer location where Your agreement can be located. The parties acknowledge having read and agree to be bound by such online terms.

- **Customer Location**	- **Terms & Conditions Applicable to Your Purchase of the Services**	
	- **Customers Purchasing Services Directly**	- **Customers Purchasing Services Through an Authorized Reseller**
- United States	- Dell.com/CTS	- Dell.com/CTS
- Canada	- Dell.ca/terms (English) Dell.ca/conditions (French-Canadian)	- Dell.ca/terms (English) Dell.ca/conditions (French-Canadian)
- Latin America & Caribbean Countries	Local Dell.com country-specific website or Dell.com/servicedescriptions.*	Service Descriptions and other Dell service documents which You may receive from Your seller shall not constitute an agreement between You and Dell but shall serve only to describe the content of Service You are purchasing from Your seller, Your obligations as a recipient of the Service and the boundaries and limitations of such

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

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

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

By placing Your order for the Services, receiving delivery of the Services, utilizing the Services or associated software or by clicking/checking the "I Agree" button or box or similar on the Dell.com or DellEMC.com website in connection with Your purchase or within a Dell 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 & Conditions

1. Term of Service. This Service Description commences on the date listed on Your Order Form and continues through the term ("**Term**") indicated on the Order Form. As applicable, the number of systems, licenses, installations, deployments, managed endpoints 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) Limits to Scope of Service. Dell may refuse to provide Service if, in its opinion, providing the Service creates an unreasonable risk to Dell or Dell's Service providers or if any requested service is beyond the scope of Service. Dell is not liable for any failure or delay in performance due to any cause beyond its control, including Customer's failure to comply with its obligations under this Service Description.

d) Service Scope Changes. Unless otherwise agreed in writing with Customer, Dell reserves the right to change the scope of Services upon sixty (60) days' prior written notice to Customer (or such shorter time period where so required by the supplier of a Third Party Offering related to the Services).

e) 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.

f) 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.

g) 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.

h) Cancellation. Dell may cancel this Service at any time during the Term for any of the following reasons:

a. Customer fails to pay the partial or total total price for this Service in accordance with the invoice terms;
b. Customer is abusive, threatening, or refuses to cooperate with the assisting analyst or on-site technician
c. Customer fails to abide by all of the terms and conditions set forth in this Service Description;
d. Customer requests replacement of components that materially exceed the standard failure rates for the component and system involved, which failure rates are constantly monitored. Please reference exclusion section above.

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

i) Geographic Limitations and Relocation.

1. Dell may not be able to provide 4 hour On-site and replacement parts Support Services with respect to Equipment that is outside the Dell Service Area. "Dell Service Area" means a location that is within (i) one hundred (100) drivable miles or one hundred sixty (160) drivable kilometers of a Dell service location; and (ii) the same country as the Dell service location, unless otherwise defined in Your governing agreement with Dell, in which case the definition in the governing agreement prevails. For EMEA Customers, unless stated otherwise in this Service Description or the Agreement, on-site service is available within a distance of up to 150 kilometers from nearest Dell Logistics location (PUDO or Pick-Up/Drop-Off location). Please contact Your sales representative for more information about availability of on-site service in EMEA based upon Dell Technogies service locations prior to purchase.

2. This Service is not available at all locations. If Your Product is not located in the geographic location that matches the location reflected in Dell's service records for Your Product, of if configuration details have been changed and not reported back to Dell, then Dell must first re-qualify Your Product for the support entitlement You purchased before applicable response times for the Product can be reinstated. Service options, including service levels, technical support hours, and on-site response times will vary by geography

and configuration, 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 Products is subject to various factors, including without limitations, local Service availability, additional fees, and inspection and recertification of the relocated Products at Dell then-current time and materials consulting rates. Unless otherwise agreed between Dell and Customer, in cases where service parts are shipped directly to Customer, the Customer must be able to accept shipment at the location of the Products to be serviced. Dell will not be held liable for support delays due to the Customer's failure or refusal to accept shipment of parts. Multi-component storage systems require active support option agreements on all hardware and software components of the system in order to receive all of the benefits of the support agreement for the entire solution. Unless otherwise agreed in writing with Customer, Dell reserves the right to change the scope of Support Services on sixty (60) days' prior written notice to Customer.

j) Order of Precedence. Unless otherwise agreed in an agreement in writing by the parties, if there is a conflict between the terms of this Service Description and any of the documents referenced herein, 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 sub-section.

CONTACT US

To learn more, contact Your local representative or authorized reseller.

Copyright © 2026 Dell Inc. or its subsidiaries. All Rights Reserved. Dell, Dell and other trademarks are trademarks of Dell Inc. or its subsidiaries. Other trademarks may be trademarks of their respective owners. Published in the USA.

Dell believes the information in this document is accurate as of its publication date. The information is subject to change without notice.