

Keep Your GPU

Introduction

Dell Technologies¹ is pleased to provide the Keep Your GPU (“KYGPU”) in accordance with this service description (“Service Description”). Your quote, order form or other mutually agreed upon form of invoice or order acknowledgment (as applicable, the “Order Form”) will include the name of the service(s) and available service options that you purchased. For additional assistance or to request a copy of your service contract(s), contact Dell Technical Support or your sales representative.

The Scope of your Service Agreement

Subject to the exclusions and limitations listed below, the Service allows Customers to retain possession of their GPUs purchased in standard configurations (other than exclusions as set forth below), that are designated as Customer replaceable or field replaceable, and are within the corresponding Dell Limited Hardware Warranty term or the term set forth on the [Dell EMC Product Warranty and Maintenance Table](#) (the “Keepable GPUs”) when receiving replacements pursuant to a Qualified Repair.

KYGPU is available with select Dell PowerEdge™ products. A separate KYGPU contract must be purchased for each server or storage device (“Supported Product(s)”). A single contract will cover all Keepable GPUs contained within a Supported Product. The Customer must pay Dell at the time of purchase a fee for the KYGPU service for each Customer Supported Product for which the customer wants to retain the Keepable GPUs. KYGPU runs concurrently with the Limited Hardware Warranty and is available at point of sale or any time before the system experiences a Qualified Repair while the system remains under limited warranty. The KYGPU service will not be available to the Customer until a product is deemed eligible for a Qualified Repair. Failure of a component does not entitle a customer to a whole unit exchange unless deemed necessary by Dell in Dell’s sole discretion.

Service coverage is limited to one Qualified Repair² per Supported Product per contract term. Additionally, Service coverage is not to exceed 5% of Customer’s total number of GPUs installed in all Supported Products with a valid and active KYGPU contract entitlement (“Install Base”)³. Once the Service coverage limit on the Install Base is reached, Customer will be required to return all defective GPUs back to Dell Technologies pursuant to a replacement.

Dell Technologies reserves the right to change or modify any of the terms and conditions set forth in this Service Description at any time. Dell Technologies also reserves the right to determine whether and when any such changes apply to both existing and future Customers.

If Dell has retained ownership of the Supported Products under the relevant Supported Products sale or lease agreement, ownership of the Keepable GPUs will pass to the Customer upon receipt of the replacement.

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

² A “Qualified Repair” is a repair and/or replacement arising from a defect(s) in workmanship occurring within the hardware warranty period applicable to Customer’s Supported Product(s). All Qualified Repairs are provided pursuant to the terms of the Customer’s Limited Hardware Warranty or service agreement.

³ A minimum of one Keepable GPU

Support Procedures

Receiving Support:

Customers should call Dell technical support in accordance with Customer's applicable Limited Hardware Warranty or service agreement when they experience a problem or suspect a Keepable GPU failure. Customers will receive support in accordance with their applicable Limited Hardware Warranty or service agreement. If the technician determines that the GPU requires a Qualified Repair, Dell Technologies will ship the replacement GPU to the Customer pursuant to Customer's applicable Limited Hardware Warranty or service agreement.

In the event a Customer has purchased the Service, and includes or separately sends the Keepable GPU from the Supported Product entitled to this Service to Dell Technologies as part of a Qualified Repair, Customer agrees that their return of a component entitled to this Service (a "Returned Entitled Component") constitutes a transfer of the ownership of the Returned Entitled Component to Dell Technologies and a waiver of their right to receive the Service from Dell Technologies. After Dell Technologies receives a Returned Entitled Component, Dell Technologies will have no further obligation to the Customer with respect to such Returned Entitled Component. Dell Technologies will not under any circumstance be obligated to return a Returned Entitled Component to Customer, nor will Dell Technologies be required to remove data or take any other action with respect to the Customer's Returned Entitled Component, nor any data stored on the Returned Entitled Component. In the event that Dell Technologies receives a Returned Entitled Component, Dell Technologies may process the Returned Entitled Component in accordance with Dell Technologies' standard policies as a component returned to Dell Technologies pursuant to the terms of the Customer's underlying warranty and service contract applicable to the Customer's Supported Product.

Exclusions:

Keep Your GPU contract does not include or apply to:

- Repair or replacement. (Any repair or replacement support is provided pursuant to customer's Limited Hardware Warranty or service agreement)
- Data destruction or data wipe.
- Asset recovery, disposal, or recycling.
- 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 Technologies or due to failure of the Customer to take avoidance action previously advised by Dell Technologies, such as a communicated security advisory or critical fix update that a customer does not implement.
- Services that, in the opinion of Dell Technologies, are required due to improper treatment or use of the products or equipment.
- Retention of components that are subject to product recall due to health and safety risks.
- Retention of components that are subject to replacement in which Dell, at its sole discretion, initiates a proactive replacement event to replace affected components.
- Non-standard components requested as part of Dell Technologies Custom Factory Integration service.
- Support for failed/retained components. (Support continues solely on the replacement component pursuant to the applicable Limited Hardware Warranty or service agreement.)
- Deployment of any additional hardware, software, or licenses.
- Any activities not expressly stated 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 Limited Hardware Warranty or service agreement as applicable.

Customer Responsibilities

Data Backup; Removing Confidential Data. Customer will complete a backup of all existing data, software and programs on all affected systems prior to and during the delivery of this Service. Customer should make regular backup copies of the data stored on all affected systems as a precaution against possible failures, alterations, or loss of data. In addition, Customer is responsible for removing any confidential, proprietary, or personal information and any removable media such regardless of whether an on-site technician is also providing assistance.

DELL TECHNOLOGIES WILL HAVE NO LIABILITY FOR:

- ANY OF CUSTOMER'S CONFIDENTIAL, PROPRIETARY OR PERSONAL INFORMATION
- LOST OR CORRUPTED DATA, PROGRAMS OR SOFTWARE
- DAMAGED OR LOST REMOVABLE MEDIA
- THE LOSS OF USE OF A SYSTEM OR NETWORK
- AND/OR FOR ANY ACTS OR OMISSIONS, INCLUDING NEGLIGENCE, BY DELL TECHNOLOGIES OR A THIRD-PARTY SERVICE PROVIDER

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

Authority to Grant Access. Customer represents and warrants that it has obtained permission for both Customer and Dell Technologies to access and use the Supported Product, the data on it, and all hardware and software components included in it, 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 Technologies to perform these Services.

Cooperate with Phone Analyst and On-site Technician. Customer agrees to cooperate with and follow the instructions given by Dell Technologies phone analyst and its on-site technicians. Experience shows that most system problems and errors can be corrected over the phone as a result of close cooperation between the user and the analyst or technician.

Report Component failures. Customer agrees to report each instance of component failure to Dell Technologies hardware warranty support in accordance with Customer's applicable service agreement.

Provide Part Information. Upon request, Customer agrees to provide Dell Technologies the piece part identification information ("PPID") or adequate detail to validate that a contract covered component failure has occurred.

Onsite service. Customer agrees to inform the technician that KYGPU was purchased for the system.

Physical control. Customer agrees to retain physical control of components from systems covered by KYGPU. Dell Technologies is not responsible for data contained on components which are returned to Dell Technologies.

Disposal. The Customer is responsible for any disposal or destruction of the retained component(s) in a manner that complies with all applicable environmental laws and regulations and for ensuring that sensitive, classified, or proprietary data is destroyed or remains secure.

Maintain Software and Services Releases. Customer must maintain software and Supported Product(s) at Dell Technologies specified minimum release levels as specified on the [Reference Code Document](#).

Dell Customer Communication - Confidential

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 Technologies reserves the right, in its sole discretion, to deny support for any software and Supported Product(s) that does not meet Dell Technologies specified minimum release levels as specified on the [Reference Code Document](#).

Third Party Warranties. These Services may require Dell Technologies to access hardware or software that is not manufactured by Dell Technologies. Some manufacturers' warranties may become void if Dell Technologies or anyone else other than the manufacturer works on the hardware or software. It is Customer's responsibility to ensure that Dell Technologies' performance of Services will not affect such warranties or, if it does, that the effect will be acceptable to Customer. **DELL TECHNOLOGIES DOES NOT TAKE RESPONSIBILITY FOR THIRD PARTY WARRANTIES OR FOR ANY EFFECT THAT THE DELL TECHNOLOGIES SERVICES MAY HAVE ON THOSE WARRANTIES.**

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

NOTE: If Customer fails to comply with the responsibilities and terms outlined in this Service Description, then Dell Technologies is not obligated to provide the Service.

Dell Technologies Services Terms & Conditions

This Service Description is entered between you, the customer ("you" or "Customer"), and the Dell Technologies entity identified on your invoice for the purchase of this Service. This Service is provided subject to and governed by Customer's separate signed agreement with Dell Technologies that explicitly authorizes the sale of this Service. In the absence of such agreement, depending on Customer's location, this Service is provided subject to and governed by either Dell Technologies Commercial Terms of Service which are available on request or at country specific local Dell Technologies website and referenced in the table below (the applicable Dell Technologies Terms of Sale, Service and Support, and together with this Service Description, the "Agreement"). Please see the table below which lists the URL applicable to your Customer location where your Agreement can be located. The parties acknowledge having read and agree to be bound by such online terms.

Customer Location	Terms & Conditions Applicable to Your Purchase of Dell Technologies Services	
	Customers Purchasing Dell Technologies Services Directly From Dell Technologies	Customers Purchasing Dell Technologies Services Through an Authorized Dell Technologies Reseller
United States	Dell.com/CTS	Dell.com/CTS

* Customers may access their local www.dell.com website by simply accessing www.dell.com from a computer connected to the Internet within their locality

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

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

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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 Technologies software or Internet interface, you agree to be bound by this Service Description and the agreements incorporated by reference herein. If you are entering this Service Description on behalf of a company or other legal entity, you represent that you have authority to bind such entity to this Service Description, in which case "you" or "Customer" shall refer to such entity. In addition to receiving this Service Description, Customers in certain countries may also be required to execute a signed Order Form.

IMPORTANT ADDITIONAL INFORMATION

Assignment. Dell Technologies may assign this Service and/or Service Description to qualified third party service providers.

Cancellation. Cancellation. Dell Technologies 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 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 Technologies cancels this Service pursuant to this paragraph, Dell Technologies 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 Technologies sends notice of cancellation to Customer, unless local law requires other cancellation provisions that may not be varied by agreement.

Limits to Scope of Service. Dell Technologies may refuse to provide Service if, in its opinion, providing the Service creates an unreasonable risk to Dell Technologies or Dell Technologies Service providers or if any requested service is beyond the scope of Service. Dell Technologies is not liable for any failure or delay in performance due to any cause beyond its control, including but not limited to Customer's failure to comply with its obligations under this Service Description.

Term and Renewal. Customer will receive Services for the term indicated on Customer's Dell Technologies invoice. Prior to the expiration of the service term, Customer may be entitled to extend the term depending on available options then in effect and in accordance with Dell Technologies then-current procedures. In addition, Dell Technologies may, at its option, propose to renew this Service by sending Customer an invoice to renew the Services. Customer may, at its option (where permitted by law), agree to such renewal of the Services by paying such invoice by the due date. Payment of renewal invoices shall indicate Customer's agreement to extend the term of this Service. By renewing this Service, Customer agrees that the then current terms will apply to the renewal period. If Customer elects not to pay a renewal invoice, Services will be discontinued as of the expiration date set forth on the original or last paid Customer invoice.

Transfer of Service. Subject to the limitations set forth in this Service Description, Customer may transfer this Service to a third party who purchases Customer's entire Supported Product before the expiration of the then-

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current service term, provided Customer is the original purchaser of the Supported Product and this Service, or Customer purchased the Supported Product and this Service from its original owner (or a previous transferee) and complied with all the transfer procedures. A transfer fee may apply.

Please note that if Customer or Customer's transferee moves the Supported Product to a geographic location in which this Service is not available or not available at the same price as Customer paid for this Service, Customer may not have coverage or may incur an additional charge to maintain the same categories of support coverage at the new location. If Customer chooses not to pay such additional charges, Customer's Service may be automatically changed to categories of support which are available at such price or a lesser price in such new location with no refund available. Availability varies by country.

Dell Technologies commercial terms of sale apply and are available at www.Dell.com. Hard copies of Dell Technologies commercial terms of sale are also available upon request.

CONTACT US

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

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