# Service Description Multivendor Support

# Introduction

Dell Technologies (1) is pleased to provide Multivendor Support Service (the "Service(s)") in accordance with this Service Description ("Service Description"). Your quote, order form or other mutually agreed upon form of invoice or order acknowledgment (as applicable, the "Order Form") will include the name of the service(s) and available service options that you purchased. For additional assistance or to request a copy of your service contract(s), contact Dell Technologies Technical Support or your sales representative.

## **1** The Scope of This Service

#### 1.1 Service Overview

Dell Technologies is pleased to provide the Services for (i) select non-Dell Technologies in-warranty and out-ofwarranty and (ii) Dell Technologies out of warranty end of life ("**EOL**") server, storage and network devices/ systems ((i) and (ii) together are the "**Supported Product**(s)") in accordance with this Service Description. For any other type of systems/devices, please contact your local sales representative. The Services provide technical support options (telephone, etc.), service parts, and labor services as noted in your Customer Quote to maintain systems in a normal operating condition during the Term. The coverage period for each device ("**Coverage Period**") is included in your Customer Quote.

#### 1.1.1 Service Level Options Available

Services for Supported Products with or without original equipment manufacturers' ("**OEM**") warranty during the Coverage Period are set forth in the services term purchased for each device set out in your Customer Quote.

- 24x7 telephone support
- On-site Service options (next Business Day on-site support or 4-hour on-site support, available 24x7). "Business Day" means any day which is not a Saturday, Sunday or public, bank, or nationally recognized holiday/non-working business day.
- Direct telephone access twenty-four (24) hours each day, seven (7) days each week (including holidays) to analysts for troubleshooting assistance of hardware issues as described within this Service Description.
- On-site dispatch of technician and/or service parts to Customer's business location (as necessary and according to level of service purchased as set out in your Customer Quote) for repairs and resolution necessary to bring a Supported Product to normal operating condition.
- Remote troubleshooting assistance for common support issues, when available, and with Customer's consent.

<sup>1</sup> "Dell Technologies", 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 Technologies" in this document does not indicate a change to the legal name of the Dell or EMC entity with whom you have dealt. Supported Products: This Service is available on select non-Dell Technologies and Dell Technologies EOL systems which are in a standard configuration. The Supported Products in a standard configuration that are covered under this Service Description are identified in your Customer Quote; however, software, accessories, supply items, media replacement, operating supplies peripheral products/parts (batteries, frames, covers, etc.) are **not** covered by this service.

A separate service contract must be purchased by Customer for each Supported Product (for instance, the printer attached to an entitled system is NOT covered unless the printer has a separate support contract of its own). Each Supported Product will be designated by its OEM serial number or another designated serial number (the "Service Tag"). Additional products may be covered by this Service Description or added to the Supported Products list depending on region, location, or language, and in accordance with the Change Control Process, if applicable. Please contact your Dell Technologies sales representative for more detailed information on Supported Products for this Service.

## 1.2 Support Procedures

#### Step One: Call for Assistance

For telephone support requests, contact the Regional Dell Technologies Support Center to speak to a technical support analyst. Regional telephone numbers can be found at <u>https://www.dell.com/support/incidents-online/en-us/contactus</u>

- Caller must identify the location of the Supported Product.
- Provide the designated serial number (the "Service Tag") and other information as requested by the analyst. The analyst will verify Customer's Supported Product, applicable Service and response levels and confirm any expiration of Services.

#### Step Two: Assist with Telephone-based Troubleshooting

- When requested, identify error messages received and when they occur; what activities preceded the error message; and what steps have already been taken to attempt to solve the problem. Customer may need to be physically present at the Supported Product.
- The analyst will work through a series of troubleshooting steps to help diagnose the issue.
- If an on-site dispatch of a service technician is necessary, the analyst will provide additional instructions as required.

## 1.3 **On-Site Service Options**

Once the analyst has determined whether it is necessary to replace a part, Customer will be informed of the next steps to take.

On-site response options vary depending on the type of service purchased. If service was purchased with an on-site support service response level, your order indicates the applicable on-site service response level, which is described in more detail in the table attached as **Exhibit A**. Provided all applicable terms and conditions set forth in this Service Description have been fulfilled, Dell Technologies will dispatch a service technician to the Customer's business location for a Qualified Incident.

## 2 Exclusions

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

- A. Activities such as installation, de-installation, and relocation, preventative maintenance, training assistance, remote administration, software patch management, or firmware upgrades.
- B. Accessories, supply items, media replacement, operating supplies, peripherals or parts such as batteries, frames, and cover or support thereon.
- C. Direct third-party product support or any form of collaborative assistance, coordination with any original manufacturer, vendor, publisher or partner for of versions of third-party products not currently supported by the manufacturer, vendor, or partner, as applicable.
- D. Support required because Customer failed to maintain software and Supported Products at any applicable minimum release levels or configurations.
- E. Support for Supported Product(s) damaged by a force majeure event (such as but not limited to, lightning, flooding, tornado, earthquakes and hurricanes), misuse, accident, abuse of Supported Product or components (such as, but not limited to, use of incorrect line voltages, use of incorrect fuses, use of incompatible devices or accessories, improper or insufficient ventilation, or failure to follow operating instructions), modification, unsuitable physical or operating environment, improper maintenance by Customer (or Customer's agent), moving the Supported Product in a manner inconsistent with its design, removal or alteration of Supported Product(s) or parts identification labels, or failure caused by a product for which Dell Technologies is not responsible.
- F. Dell Technologies shall not be responsible for a failure to provide Services to the extent caused by: (1) any omissions, oversights, errors, or failures by Customer to perform its responsibilities under this Service Description; (2) problems caused by Customer software or data; (3) a defect or deficiency with respect to Customer's network, systems, or other equipment; (4) failures of hardware not maintained by Dell Technologies; or (5) modifications to hardware made by a party other than Dell Technologies or its representatives. Dell Technologies shall notify Customer and use commercially reasonable efforts to perform notwithstanding the occurrence of one or more of the foregoing events (with Customer reimbursing Dell Technologies for its additional out of pocket expenses for such efforts).
- G. Spyware/virus removal or data backup services.
- H. Advanced wireless, networking or remote installation, set-up, optimization and configuration of applications beyond those described in this Service Description.
- I. Scripting, programming, database design/implementation, Web development or recompiled kernels.
- J. Any services or activities not specifically identified in this Service Description.

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

## **3 Offer Specific Customer Responsibilities**

- A. Software Licenses: Customer is solely responsible for maintaining its right-to-use license. Dell Technologies is not responsible for Customer's expenses for items including, but not limited to, right-to-use license fees, transferring licenses, and/or software media expenses.
- B. Product Configuration and Location: Customer is responsible for accuracy of product configuration and location provided to Dell Technologies.
- C. Current Operating Condition: Customer is responsible for ensuring that the Supported Products are in normal operating condition as of the start of the Coverage Period evidenced on their Purchase Order or with Dell Technologies. Customer agrees to allow Dell Technologies to conduct an on-site inspection of the Supported Products to confirm that Supported Products are in normal operating condition and to inventory the configuration and to obtain component serial numbers. Any service necessary to return Supported Products to normal operating condition at the start of the Coverage Period is the responsibility of the Customer.
- D. Agent Delegation: For all non-Dell Technologies Supported Products, Customer hereby appoints Dell Technologies as its agent for purposes of obtaining warranty and technical assistance on Customer's behalf for the Supported Products covered hereunder. The above declaration of agency specifically does NOT authorize Dell Technologies to contractually or financially bind Customer without Customer's prior written consent.
- E. Point of Contact: Customer will provide Dell Technologies a single point of contact to serve as the liaison to Dell Technologies to assist in the execution of the service.

#### 4 General Customer Responsibilities

- A. 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 Products, 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 Technologies to perform these Services.
- B. Cooperate with Phone Analyst and On-site Technician: Customer will cooperate with and follow the instructions given by any Dell Technologies phone analyst or 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.
- C. On-site Obligations: Where Services require on-site performance, Customer will provide (at no cost to Dell Technologies) free, safe and sufficient access to Customer's facilities and the Supported Products, including ample working space, electricity, 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 Technologies), if the system does not already include these items.
- D. Maintain Software and Serviced Releases: Customer must maintain software and Supported Product(s) at manufacturer-specified minimum release levels or configurations as specified on the OEM web sites. Customer must also ensure installation of remedial replacement parts, patches, software updates or subsequent releases as directed by the OEM in order to keep the Supported Product(s) eligible for this Service.

- E. 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 as SIM cards, CDs, or PC Cards regardless of whether an on-site technician is also providing assistance. DELL WILL HAVE NO LIABILITY FOR:
  - ANY OF YOUR CONFIDENTIAL, PROPRIETARY OR PERSONAL INFORMATION.
  - LOST OR CORRUPTED DATA, PROGRAMS OR SOFTWARE.
  - DAMAGED OR LOST REMOVABLE MEDIA.
  - 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 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.

F. 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. Customer will 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 Services may have on those warranties.

## 5 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 master services 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 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.

	Terms & Conditions Applicable to Your Purchase of Dell Technologies Services		
Customer Location	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	
Canada	Dell.ca/terms (English) Dell.ca/conditions (French-Canadian)	Dell.ca/terms (English) Dell.ca/conditions (French-Canadian)	
Latin America & Caribbean Countries	Local <u>Dell.com</u> country-specific website	Local <u>Dell.com</u> country-specific website	

<sup>5</sup> Multivendor Support | v1.4 March 2023

Asia-Pacific- Japan	Local <u>Dell.com</u> country-specific website	Service Descriptions and other Dell Technologies service documents which you may receive from your seller shall not constitute an agreement between you and Dell Technologies 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 Technologies service document shall in this context be understood as a reference to you whereas any reference to Dell Technologies shall only be understood as a reference to Dell Technologies as a service provider providing the Service on behalf of your seller. You will not have a direct contractual relationship with Dell Technologies 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 <u>Dell.com</u> country-specific website In addition, customers located in France, Germany and the UK can select the applicable URL below: France: <u>Dell.fr/ConditionsGeneralesdeVente</u> Germany: <u>Dell.de/Geschaeftsbedingungen</u> UK: <u>Dell.co.uk/terms</u>	Service Descriptions and other Dell Technologies service documents which you may receive from your seller shall not constitute an agreement between you and Dell Technologies 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 Technologies service document shall in this context be understood as a reference to you whereas any reference to Dell Technologies shall only be understood as a reference to Dell Technologies as a service provider providing the Service on behalf of your seller. You will not have a direct contractual relationship with Dell Technologies 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 <u>Dell.com</u> website by simply accessing <u>Dell.com</u> from a computer connected to the Internet within their locality or by choosing among the options at Dell Technologies "Choose a Region/Country" website available at <u>Dell.com/content/public/choosecountry.aspx?c=us&l=en&s=gen</u>.

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.

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.

# 6 Additional Service Limitations

A. Dell Technologies liability to Customer resulting from the provision of the Service is limited to restoring the Supported Product(s) to good operating condition. Should Dell Technologies fail to restore the Supported Product(s) as provided herein, Dell Technologies shall replace affected Supported Product(s) which may include replacement of parts with Dell Technologies service parts. Dell Technologies disclaims all warranties, including any implied warranties of merchantability or fitness for a particular purpose and any warranties arising from a course of dealing, or trade usage. Dell Technologies does not warrant that the operation of the supported product(s) serviced hereunder will be uninterrupted or error free or that Dell

Technologies will correct all malfunctions. Dell Technologies sole obligation under any warranty is limited to maintenance and/or replacement as set out herein.

- B. Dell Technologies shall not be liable for any expense or damage incurred by Customer, whether internal to Customer or paid by Customer to any third party, from a failure of the Supported Product(s) to function or due to any malfunction of the Supported Product(s) upon whatever cause of action any claim is based. In no event shall Dell Technologies be liable to Customer for incidental, consequential, or special damages of any kind or for any damages resulting from the performance of the supported product(s), a temporary or permanent loss of profits arising out of or in connection with this Service Description, whether in an action of contract, tort (including negligence) or otherwise. The remedies provided for or referenced in this Service Description are exclusive; customer and Dell Technologies waive all other legal and equitable remedies. The limitations of this section shall survive the failure of any exclusive remedy.
- C. Customer agrees that Dell Technologies is not storing, processing, hosting or maintaining Customer data or personal data.

## 7 Supplemental Terms & Conditions Applicable to Support & Warranty-Related Services

- A. Hardware Coverage: Limitations may apply and service offerings may be available to extend these hardware limitations for an additional fee. Please contact a Dell Technologies technical support analyst for more details.
- B. Failure to Return:

Dell Technologies obligation to perform the Services will be satisfied when Dell Technologies has attempted any applicable service repair techniques which Dell Technologies determines to be effective in resolving the support issue Customer presented to Dell Technologies after contact Dell Technologies for support in accordance with this Service Description, even if Dell Technologies determines that the support issue Customer presented to Dell Technologies cannot be resolved. If Dell Technologies delivers a replacement unit to Customer, Customer must relinquish the defective system or component thereof to Dell Technologies, unless Customer has purchased "Keep Your Hard Drive" for the affected system, in which case Customer may retain the respective hard drive(s). If Customer does not relinquish the defective system or component to Dell Technologies as required above, or if the defective unit is not returned within ten (10) days in accordance with written instructions provided with the replacement unit (in the event the replacement unit was not delivered in person by a Dell Technologies technician), Customer agrees to pay Dell Technologies for the replacement unit upon receipt of invoice. If Customer fails to pay such invoice within ten (10) days after receipt, in addition to any other legal rights and remedies available to Dell Technologies, Dell Technologies may terminate this Service Description upon notice.

C. Parts Stocked: Dell Technologies 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 Product is not available from a Dell Technologies facility near the Customer's location and must be transferred from another facility, it will be shipped using overnight delivery. Four (4) hour parts locations stock key components of the system, as determined by Dell Technologies. A key component is one, which upon failure, may prevent the system from performing its basic functions. Parts deemed non-critical include, but are not limited to: software, floppy drives, media drives, modems, speakers, sound cards, zip drives, monitors, keyboards, and mice. In order to receive four (4) hour parts, Customer must be located within the coverage area determined by Dell Technologies. Dell Technologies shall only stock parts in accordance with standard configurations. Stocking of service parts requires thirty (30) days lead time.

- D. Ready to Service: The Ready to Service (RTS) interval is the number of days required to be ready to provide service after the acceptance date of your Purchase Order and is shown on your Customer Quote. Dell Technologies will commence providing the Service effective on the date shown on your customer quote. Stocking of parts requires additional time. Service is provided on a best-efforts basis between the acceptance date of your Purchase Order and the expiration of the RTS interval.
- E. Service Parts Ownership: All Dell Technologies service parts removed from the Supported Product and returned to Dell Technologies become the property of Dell Technologies. Customer must pay Dell Technologies at the then-current retail price for any service part removed from the Supported Product which are retained by Customer (except for hard drives from Supported Products covered by "Keep Your Hard Drive" service) if Customer has received replacement parts from Dell Technologies. Dell Technologies uses and Customer expressly authorizes the use of new and reconditioned parts made by various manufacturers in performing repairs.

## 8 Term of Service

This Service Description commences on the start date listed in the quote and continues through the term ("**Term**") indicated on the quote. 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 the quote. Unless otherwise agreed in writing between Dell Technologies 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.

## 9 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. Commercially Reasonable 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 Customer's failure to comply with its obligations under this Service Description. Service extends only to uses for which the Supported Product was designed.
- C. Optional Services: Optional services (including point-of-need support, installation, reporting, consulting, managed professional support, technical account management, or training services) may be available for purchase from Dell Technologies and will vary by Customer location. Optional services may require a separate agreement with Dell Technologies. In the absence of such agreement, optional services are provided pursuant to this Service Description.
- D. Assignment: Dell Technologies may assign this Service and/or Service Description to qualified third party service providers.
- E. Cancellation: Dell Technologies 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 Technologies cancels this Service, 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 by varied by agreement. If Dell Technologies cancels this Service pursuant to this paragraph, Customer shall not be entitled to any refund of fees paid or due to Dell Technologies.

F. 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. If your Supported Product is not located in the geographic location that matches the location reflected in Dell Technologies service records for your Supported Product, or if configuration details have been changed and not reported back to Dell Technologies, then Dell Technologies must first re-qualify your Supported Product can be reinstated. Pricing applicable to the Services may differ in a location other than the geographic location reflected in Dell Technologies service records for your supported Product, and you will be responsible to pay the additional price amount for the Services in the new location, if applicable. You will not be entitled to any refund of the amount you originally paid for the service if pricing is lower in the new location. Service options, including service levels, technical support hours, and on-site response times will vary by geography and certain options may not be available for purchase in Customer's location, so please contact your sales representative for these details. Dell Technologies 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 Technologies then-current time and materials consulting rates.

- G. Dell Technologies shall not assume the Supported Product warranty obligations of any manufacturer.
- H. Dell Technologies shall not assume the software warranty obligations of any manufacturer or maintain software of any kind pursuant to this Service Description.
- I. Service Exceptions and Additional Costs: Services due to the following causes are subject to additional costs: (i) Customer's or any third party's negligence; (ii) misuse or abuse, including failure to operate the Supported Product(s) in accordance with the OEM's specifications; (ii) movement, transportation, or re- configuration of the Supported Product(s) not in accordance with the OEM's specifications; (iv) maintenance or repair of the Supported Products by any party other than Dell Technologies; (iii) failure of equipment not maintained by Dell Technologies; (vi) causes external to the Supported Product(s) including fire, water, failure or fluctuation of electrical power, inadequate cooling, a force majeure event and damage ordinarily covered by insurance. Dell Technologies, in its discretion, may charge for service calls for Supported Product(s) in normal operating condition including, but not limited to, non-Supported Product(s) related failures and service calls placed when there has been no failure found.
- J. 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-current 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 the new transferee performs the onboarding steps required by Dell Technologies to purchase this service. A transfer fee may apply and the pricing for a subsequent transferee may differ from the transferring Customer's pricing. 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 is not available at the same price), Customer or Customer's transferee may not have coverage or may incur an additional charge to maintain the same categories of support coverage at the new location. If Customer or Customer's transferee chooses not to pay such additional charge, the 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.

## 10 Payment Criteria

- A. Fixed Fee (based upon systems listed in your Customer Quote): Payment for Services is for full duration of contact period. Please refer to your Customer Quote for listing of Supported Products and detailed pricing.
- B. Pricing Assumptions: In the event product details listed in your Customer Quote are not accurate or complete for the actual systems, Dell Technologies pricing may change.
- C. System Configuration(s): Pricing is based upon the configuration of the system(s) at the start of service. Any change(s) to the configuration(s) may result in a change in pricing.
- D. Invoice/Payment Terms: Invoice for Services will be billed in advance, upon receipt of Customer Purchase Order referencing this Service Description. Payment shall be made in the currency indicated in your Customer Quote or local currency in the appropriate country or region. Payment is due thirty (30) days from the date of the invoice unless otherwise stated in your agreement.
- E. Currency Conversion: Dell Technologies currency conversion rates are based on actual forward or option hedge contracts in place with global banking counterparties. These rates are generally set at the beginning of each quarter, but due to the dynamic nature of foreign exchange markets, Dell Technologies may at any time change the instruments, currencies or process for its hedge program.
- F. Expenses: Expenses are included in the fixed fee price. Unless the scope changes; Dell Technologies will not charge any additional expenses in connection with delivering the Services without the express written consent of Customer. Additional expenses include Service-related expenses including actual, reasonable and necessary travel and living expense.
- G. Taxes: Dell Technologies pricing does not include VAT or applicable local taxes.
- H. Scope Changes: Additional fees may apply if Customer changes or expands the scope of the Services. Any additional work that is required outside the scope of this Service Description must be agreed in accordance with the Change Control Process.
- I. Services Scheduling: Services may not be scheduled or commenced until the Purchase Order (if any) referencing this Service Description is received by Dell Technologies. Upon receipt of a Purchase Order referencing this Service Description, a Dell Technologies representative will typically contact Customer within seven (7) business days to begin Services scheduling. Services scheduling will be based upon Customer's schedule preferences/requirements and the availability of required resources.
- J. Pricing: The terms offered by Dell Technologies under this Service Description (including but not limited to the pricing) shall be valid for thirty (30) days following initial delivery of this Service Description to Customer. In the event this Service Description is executed by Customer after such thirty (30) day period, Dell Technologies may in its sole discretion, (i) accept the Service Description on the stated terms or (ii) reject such Service Description and may provide Customer with a revised Service Description setting forth any necessary updates to the terms of the previous Service Description.

# **Exhibit** A

#### **ONSITE RESPONSE**

#### On-site response levels available for purchase

The following response times apply for a Qualified Incident where expressly agreed within the applicable ordering documents with the Customer. Availability may vary by region/location – please contact Dell Technologies sales or support representative for additional details.

Dell will use commercially reasonable endeavors to respond to Qualified Incidents within the following periods:

Type of On-Site Response	On-site Response Time	Restrictions/Special Terms
4-Hour Onsite Response Service 7x24	Technician should arrive on-site within 4 hours after completion of telephone- based troubleshooting.	Available seven (7) days each week, twenty-four (24) hours each day - including holidays.
Next Business Day On-Site Response Service *	Following telephone-based troubleshooting and diagnosis, a technician can be dispatched to arrive on-site the next Business Day.	Available five (5) days each week, ten (10) hours each day - excluding holidays. Calls received by Dell Technologies expert center after 5:00 PM* local Customer time (Monday - Friday) and/or dispatches submitted by Dell Technologies after that time may require an additional Business Day for the service technician to arrive at Customer's location. In the event that additional parts/resources are required once the on-site technician is at the Customer's site, work may be temporarily suspended until the additional parts/resources arrive.
6-Hour Call to Repair 7x24: 2-Hour On-Site Response with 6-Hour Repair Service	Technician should arrive on-site within 2 hours after dispatch and often repairs the hardware within 6 hours of dispatch.	<ul> <li>Available seven (7) days each week, twenty-four (24) hours each day - including holidays.</li> <li>2 Hours Response and 6 hours repair from dispatch.</li> <li>Available on select models of Supported Products.</li> </ul>

\* For a technician to arrive Next Business Day, service calls must be received by the Dell Technologies expert center before local dispatch cut off times. Dispatch cut off times can vary by country and range between 3:30 and 5:00 pm local Customer time (Monday through Friday). Dispatches made after local cut-off time may require an additional business day for the service technician and/or parts to arrive at Customer's location.

Applies to Supported Product faults or repairs only. Software Support is not in scope.

© 2016 Dell Technologies Inc. All rights reserved. Trademarks and trade names may be used in this document to refer to either the entities claiming the marks and names or their products. A printed hardcopy of Dell Technologies terms and conditions of sale is also available upon request.

13 Multivendor Support | v1.4 March 2023