



## Service Description

### Partner Experience Center Services

---

By receiving delivery of the Services (defined below), utilizing the Services or associated software or by clicking/checking the "I Agree" button or box or similar on the Dell.com website 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 "your" or "Partner" shall refer to such entity. In addition to receiving this Service Description (defined below), Partners in certain countries may also be required to execute a signed order form.

#### I. Introduction

Dell Technologies (means the legal entity providing Services to you) is pleased to provide Channel Partner Operations Support Services (the "Service(s)") in accordance with this Service Description ("Service Description"). For additional assistance or to request a copy of your service contract(s), contact your Channel Partner Operations Support personnel or sales representative.

#### II. Definitions

1. "Partner" or "you" or "your" shall mean the Dell Technologies Partner receiving the Services as provided by Dell Technologies.
2. "GBS" – shall mean Dell Technologies' Global Business Services organization
3. "PXC" – shall mean the Dell Technologies Partner Experience Center providing the Services
4. "PSPM" – Partner Success Program Manager (*formerly Channel Engagement Manager (CEM)*)
5. "SC" – shall mean the Dell Technologies Solutions Configurator (formerly known as Online Solutions Configurator)

#### III. The Scope of This Service

##### 1. Services:

Pursuant to this Service Description, Services shall be provided to you by the PXC team during the Term. The features of your Services shall include online and telephone support by Dell Technologies PXC personnel, in order to provide Partner general guidance, assistance with troubleshooting errors, and/or responses to inquiries on the following Dell Technologies subjects and/or programs ("Support"):

- On-boarding
- Deal Registration
- Order Management
- Sales Out and Claims
- DT Partner Program
- Invoicing
- Online Ordering Tools – Premier, Global Portal, Premier Connect (EDI), MyQuotes and SC

## 2. PXC Support Services:

All Services provided by the PXC team, shall be requested through the Partner Portal Case Management Tool and consist of Support on the following topics as they pertain to Dell Technologies and Partner and may include coordination with broader Dell Technologies functional teams:

- a. Order Support
  - i. Order management
  - ii. Order status tracking
  - iii. Logistics prioritization and escalation
  - iv. Backlog
  - v. Shortages
  - vi. Missing, wrong, damaged orders, end of life products (Storage)
  - vii. Product certification
- b. Online Order tools
  - i. User access support
  - ii. Degraded service support
  - iii. Training & Demos
- c. Deal Registration Support
- d. Pricing and Quoting detail information (not assistance with obtaining pricing and quoting)
- e. EOQ enhanced support hours for Partner/Sales
- f. Storage system and process infrastructure enablement
- g. Host partner webinar training for Partner Portal, Deal Registration, MyQuotes, Solutions Configurator, Compliance etc.
- h. Operational escalation point for partners

## IV. Exclusions

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

- Service does not include Support for Partner's own end-users or customers.
- Services does not include services provided by PSPMs.
- Any services, tasks or activities other than those specifically noted in this Service Description.
- The Service does not include the development of any intellectual property created solely and specifically for the Partner, as defined below.
- Support does not include providing pricing on products, such pricing should be obtained by sales teams or relevant Dell Technologies websites.
- Creating or amending any quotes.
- Services covered by any other Service Descriptions.
- Any coordinated global activities or rollouts (which require support from integrated program manager, determined at the sole discretion of Dell Technologies).

This Service Description does not confer on Partner any warranties which are in addition to the warranties provided under the terms of your Reseller Terms of Sale, a master services agreement or agreement, as defined below, as applicable.

## V. General Partner Responsibilities

1. **Authority to Grant Access.** Partner represents and warrants that it has obtained permission, subject to regional privacy laws (including GDPR for relevant regions), for both Partner and Dell Technologies to access and use, any data (from Partner or any 3<sup>rd</sup> parties) for the purpose of providing these Services. If Partner does not already have that permission, it is Partner's responsibility to obtain it, at Partner's expense, before Partner asks Dell Technologies to perform these Services.
2. **Partner Cooperation.** Partner understands that without prompt and adequate cooperation, Dell Technologies will not be able to perform the Service or, if performed, the Service may be materially altered or delayed. Accordingly, Partner will promptly and reasonably provide Dell Technologies with all cooperation necessary for Dell Technologies to perform the Service. If Partner does not provide reasonably adequate cooperation in accordance with the foregoing, Dell Technologies will not be responsible for any failure to perform the Service.

3. **Data Loss Disclaimer and Data and Programs Backup Obligation.** Unless otherwise required by applicable local laws (or in the case of Services in EMEA, unless liability limitation is otherwise provided in the applicable Terms of Sale or Agreement), DELL INC. AND ITS DIRECT AND INDIRECT SUBSIDIARIES, INCLUDING DELL TECHNOLOGIES, WILL HAVE NO LIABILITY FOR:

- A. ANY OF YOUR CONFIDENTIAL, PROPRIETARY OR PERSONAL INFORMATION;
- B. LOST OR CORRUPTED DATA, PROGRAMS OR SOFTWARE;
- C. DAMAGED OR LOST REMOVABLE MEDIA;
- D. THE LOSS OF USE OF A SYSTEM OR NETWORK; AND/OR
- E. FOR ANY ACTS OR OMISSIONS, INCLUDING NEGLIGENCE, BY DELL TECHNOLOGIES SERVICES OR A THIRD-PARTY SERVICE PROVIDER (not applicable in EMEA).

4. **Service Hours.** Subject to local law relating to weekly work hours, this Service will typically be performed Monday through Friday during normal Dell Technologies Channel Operations business hours, which is from 8:00 AM to 5:00 PM Partner local time. No Service activities will take place outside normal business hours or during local holidays unless other arrangements have been made in advance in writing.

## VI. Services Terms & Conditions

This Service Description is entered between you and Dell Technologies. This Service is provided subject to and governed by, depending on your location, either Dell’s Commercial Terms of Sale or the agreement referenced in the table below (as applicable, the “Agreement”). Please see the table below which lists the URL applicable to your Partner location where your Agreement can be located. The parties acknowledge having read and agree to be bound by such online terms.

Partner Location	Website Location of Commercial Terms of Sale
United States	<a href="http://Dell.com/CTS">Dell.com/CTS</a>
Canada	<a href="http://Dell.ca/terms">Dell.ca/terms</a> (English) <a href="http://Dell.ca/conditions">Dell.ca/conditions</a> (French-Canadian)
Latin America & Caribbean Countries	Local <a href="http://Dell.com">Dell.com</a> country-specific website or <a href="http://Dell.com/servicesdescriptions/global">Dell.com/servicesdescriptions/global</a> .*
Asia-Pacific-Japan	Local <a href="http://Dell.com">Dell.com</a> country-specific website or <a href="http://Dell.com/servicesdescriptions/global">Dell.com/servicesdescriptions/global</a> .*
Greater China	Local <a href="http://Dell.com">Dell.com</a> country-specific website or <a href="http://Dell.com/servicesdescriptions/global">Dell.com/servicesdescriptions/global</a> .*
Europe, Middle East, & Africa	Local <a href="http://Dell.com">Dell.com</a> country-specific website or <a href="http://Dell.com/servicesdescriptions/global">Dell.com/servicesdescriptions/global</a> .*  In addition, Partners located in France, Germany and the UK can select the applicable URL below:  France: <a href="http://Dell.fr/ConditionsGeneralesdeVente">Dell.fr/ConditionsGeneralesdeVente</a>

	Germany: <a href="https://www.dell.de/Geschaeftsbedingungen">Dell.de/Geschaeftsbedingungen</a>
	UK: <a href="https://www.dell.co.uk/terms">Dell.co.uk/terms</a>

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

To the extent there are conflicting provisions regarding your receipt of Services from Dell Technologies, the documents will prevail in the following order (in EMEA, subject to V.3): (1) this Service Description; and (2) 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.

## VII. Supplemental Terms & Conditions

1. **Term of Service.** This Service Description commences on the date you join the Dell Technologies Partner Program and shall continue until your membership in the Dell Technologies Partner Program terminates or this Service Description terminates ("**Term**"). Unless otherwise agreed in writing between Dell Technologies and Partner, purchases of Services under this Service Description must be solely for Partner's own internal use and not for resale or service bureau purposes.
2. **Important Additional Information**
  - A. **Commercially Reasonable Limits to Scope of Service.** Dell Technologies may refuse to provide Service if, in its commercially reasonable 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 Partner's failure to comply with its obligations under this Service Description. Further, the scope of the Services are subject to change at any time, without notice to you, in Dell Technologies sole discretion.
  - B. **Optional Services.** Optional services (including any services provided by PSPMs, point-of-need support, installation, consulting, managed, professional, support or training services) may be available for purchase from Dell Technologies and will vary by Partner location. Optional services may require a separate agreement or statement of work, as applicable, with Dell Technologies. In the absence of such agreement, optional services are provided pursuant to this Service Description.
3. **Assignment and Subcontracting.** Dell Technologies may subcontract this Service and/or assign this Service Description to qualified third party service providers who will perform the Service on Dell Technologies' behalf.
4. **Cancellation.** Dell Technologies may suspend or cancel providing the Service to you, in whole or in part, at any time during the Term for any of the following reasons:
  - A. Partner is abusive, threatening, or refuses to cooperate with any Dell Technologies representative;
  - B. Partner fails to abide by all of the terms and conditions set forth in this Service Description; or
  - C. For your breach, as determined in Dell Technologies sole discretion, of any agreement related to your participation in the Dell Technologies Partner Program
5. **Termination.** Dell Technologies, in its sole discretion, may terminate the Service Description in whole or in part, for all Dell Technologies authorized Solution Providers and Distributors, or for you alone, without cause, upon ten (10) days' notice.

6. **Geographic Limitations and Relocation.** This Service may not be available at all locations. Service options, including technical support hours, and response times will vary by geography and certain options may not be available for purchase in Partner's location, so please contact your channel sales operations representative for these details.
7. **Modifications.** Dell Technologies reserves the right to modify the terms of this Service Description at any time without prior notice. Your continued receipt or utilization of the Services will constitute your binding acceptance of the changes and your consideration supporting any such modifications.
8. **Limitation of Liability.** DELL TECHNOLOGIES SHALL HAVE NO LIABILITY FOR ANY CONSEQUENTIAL, SPECIAL, PUNITIVE, RELIANCE, EXEMPLARY, INCIDENTAL, OR INDIRECT LOSS OR DAMAGES ARISING FROM, OUT OF, OR RELATING TO THE SERVICES OR THIS SERVICE DESCRIPTION OR THE INTERPRETATION, BREACH, TERMINATION OR VALIDITY THEREOF. IN NO EVENT SHALL DELL TECHNOLOGIES BE LIABLE FOR ANY LOSS OF BUSINESS, INCOME, OR PROFITS, OR FOR LOST OR CORRUPTED DATA. IN NO EVENT SHALL DELL TECHNOLOGIES' AGGREGATE LIABILITY FOR ALL CLAIMS ARISING FROM, OUT OF, OR RELATING TO THE SERVICE OR THIS SERVICE DESCRIPTION EXCEED \$500.00 (U.S. DOLLARS). THESE LIMITATIONS OF LIABILITY SHALL APPLY TO ALL CLAIMS FOR DAMAGES, WHETHER BASED IN TORT, CONTRACT, OR OTHER THEORIES, AND WHETHER DELL TECHNOLOGIES KNEW OR SHOULD HAVE KNOWN THE POSSIBILITY OF SUCH DAMAGES. NOTWITHSTANDING ANYTHING IN THIS SERVICE DESCRIPTION, THE REMEDIES SET FORTH HEREIN SHALL APPLY EVEN IF SUCH REMEDIES FAIL THEIR ESSENTIAL PURPOSE.
9. **Severability.** If any provision herein is void or unenforceable, you and Dell Technologies agree to delete such provision and agree that the remainder of the Agreement will continue to be in effect.
10. **Waiver.** Dell Technologies' failure to enforce your strict performance of any term herein will not constitute a waiver of Dell Technologies' right to subsequently enforce such term or any other term of this Agreement.

© 2019 Dell 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's terms and conditions of sale is also available upon request.