



Service Description

ProDeploy Assist

Introduction

This document and its attachments (the "Service Description") outline the service features for the ProDeploy Assist ("ProDeploy Assist") service (a "Service").

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

The scope of your service agreement

These Services are available on supported products which includes select new Dell™, Dell Pro™, Dell ProMax™, Dell Pro Rugged™ Laptops, Dell Pro Essentials™, Dell Precision™, Dell OptiPlex™, Dell Latitude™, and Dell XPS™ Notebooks systems(s) ("Supported Products") as they are being built, as indicated on your Order Form (the "Supported Products"). Please contact your sales representative for the most up-to-date list of Services that are available on your Dell or non-Dell products.

This ProDeploy Assist Service consists of Services which are delivered remotely from a Dell location to the Customer ("Remote Base Services").

ProDeploy Assist Service includes the following Remote Services:

- **Single Point of Contact.**
- **Deployment Expert.**
- **Remote PC Installation Assistance.**
- **Deployment Support.**

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

To complete certain services, the system containing the data, settings, or hard drive required to complete the service (the "Legacy System") must be available and fully operational.

General Exclusions

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

- The Service does not include the development of any intellectual property created solely and specifically for the Customer.
- Service of non-Windows or Windows IOT Supported Product(s). Additionally, certain limitations will exist when a Customer is transitioning from a non-Windows Legacy System to a Windows

Commented [KS1]: Change all instance of essentials to assist

Commented [KS2R1]: done

Commented [LL3]: See comments from the ProDeploy/ProDeploy Plus SD

Commented [KS4R3]: updated

Commented [LL5]: If there are no longer any optional services, does "Base Services" make sense?

Commented [KS6R5]: Removed base

Commented [LL7]: Where is this section in Attachment A? Should this reference be deleted?

Commented [KS8R7]: deleted



- Supported Product.
- Any Services, tasks, or activities other than those specifically noted in this Service Description.

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

General Customer Responsibilities

Customer agrees to the following specific responsibilities:

- Identify a primary point of contact who will work with Dell and its designated representatives to support the activities prior to and during the performance of the corresponding Service(s) (the "Customer Contact").
- Provide technical points-of-contact, with a working knowledge of the information technology components to be considered during the performance of the Services and have authority to make business decisions (the "Technical Contact(s)"). Dell may request that meetings be scheduled with Technical Contacts.
- Provide reasonable and timely cooperation to Dell in its performance of the Services
- Provide requirements and technical data needed to complete the Service(s) within 3 business days of submitting orders.
- Initiate connection to Dell for the remote performance of Services. This includes but is not limited to ensuring network connectivity and utilizing Dell provided remote interfaces such as chat and phone.
- Ensure communication between Customer and Dell, including any scope-related questions, Dell requests for direction, information, approvals, or decisions that are reasonably necessary for Dell to perform Service requests.
- Ensure all necessary Customer resources, including Technical Contact(s), are available for the duration of the Service.
- Provide all Service requirements (e.g., address(es) and available installation times for the purpose of scheduling) and technical data needed for the Service in a timely manner.
- Legacy System must be available and fully operational for any Services to be performed on or requiring the Legacy System.
- Supported Product must have the operating system preloaded or already installed.
- Coordinate the scheduling of all necessary resources required for the Service(s).

Commented [LL9]: See comments from the ProDeploy/ProDeploy Plus SD.

Please review the corresponding sections in the ProDeploy/ProDeploy Plus + ProDeploy Flex SDs to ensure consistency.

Commented [KS10R9]: reviewed

Technical Specification Notice and Disclaimer.

The Technical Specification is a Dell generated/owned document that acts as central collection point where customer technical configuration requirements reside as captured and understood by Dell. The Technical Specification acts as the source of truth for Dell when establishing the manner in which services are configured and rendered to the deployed PC.

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

Commented [KS11]: @Christensen, Jason do we need to add this for PD/PDP?

Commented [JC12R11]: Looks like it's already in the Plus SD

Commented [JJ13]: Per prior conversation, define intake of technical specifications as something akin to 'approved specification intake paths' or whatever your generic term for this is. Then define the term within the document either in a table or on first mention so that we define 'approved specification..' to mean the available, support collection tools available per offer. This may include Technical Specification Form, Service Portal (i.e., TechDirect, UPE, etc).

Commented [LL14]: Kirby, what does "not unreasonable opinion" mean? I recommend that you use "in Dell's sole opinion" in order to have control over the technical feasibility of the Services.

Commented [KS15R14]: Im fine with this - no clue who originally wrote not unreasonable



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

Data Controller. Customer acknowledges and agrees that Customer is the data controller and data exporter of any data contained in any physical hardware, drives, or any hosted virtual machine or other components provided by Customer to Dell ("Customer Deployment Solution"), system management software used by Customer in connection with the Services ("Customer Software") or Customer Content (defined below), as applicable, as data may be defined by each country including, but not limited to, the European Union (EU), and Dell is the data processor for Customer hereunder in its performance of the Services. Customer acknowledges and agrees that Customer is responsible for compliance with applicable data privacy laws in each country, and as the data controller and data exporter, and that Dell is responsible for compliance with applicable data privacy laws in each country as the data processor.

Customer will indemnify Dell for breaches any of Customer's obligations with respect to compliance with applicable data privacy laws in each country, and for any failure to perform its obligations in accordance with any applicable provisions set forth in the Customer's Agreement to purchase the Supported Dell System(s) and Service(s).

Dell shall not be obligated to provide and may terminate the Service(s) upon Customer's breach in accordance with the Customer's Agreement, and Dell shall not be liable for any damages resulting from Customer's breach. Alternatively, Customer may incur additional fees and expenses for any resulting additional time or materials, loss or damage incurred by Dell or its providers. Customer will immediately notify Dell and work with Dell in good faith to resolve any related matter if there is any lapse, defect, deficiency, or other problem in connection with its compliance with its obligations under applicable data privacy law and any related provisions in the Agreement.

Commented [LL16]: Kirby, please confirm with Privacy that this language does not need to be updated.

Commented [KS17R16]: I need a contact for this specific language

Commented [LL18R16]: Kirby, please confirm

Authority to Grant Access. Customer represents and warrants that it has obtained permission for both Customer and Dell to access and use the Supported Product(s), the data located thereon, and all hardware and software components included therein, for the purpose of providing these Service(s). 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 Service(s).

Non-solicitation. Customer will not, without Dell Technologies Services' 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 Technologies Services employee with whom you have come in contact in connection with Dell Technologies Services' 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 Technologies Services prior to the commencement of employment discussions with you. If this non-solicitation obligation is prohibited by local laws or regulations in the Customer's location, then this provision will not apply to such Customer.

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

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.



Unless otherwise required by applicable local laws, 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 will not be responsible for the restoration or reinstallation of any programs or data after the Service(s) are performed. Customers who use data migration services should back up any Customer data or take any other appropriate measures to prevent the risk of data loss.

Third Party Warranties. These Services may require Dell to access hardware or software that is not manufactured by Dell or sold by Dell. Some manufacturers' warranties may become void if Dell or anyone else other than the manufacturer works on the hardware or software. Customer will ensure that Dell's performance of 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.

Customer Partners. Customer may use third parties (e.g., contractors, agents, system integrators and/or channel partners) to represent Customer and work with Dell to the extent necessary for the Service(s) to be provided to Customer ("Customer Partners"). Customer is solely liable for all acts or omissions of its Customer Partners. Customer further agrees to indemnify and hold Dell harmless on demand from any and all damages, costs, and expenses (including legal fees and costs of court or settlement) arising out of or in connection with any act or omission of each Customer Partner in its capacity as a representative of Customer, regardless of the form of action.

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

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

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

Third Party Products. "Third Party Products" shall mean any hardware, parts, software or other tangible or intangible materials (either provided by Customer to Dell or procured by Dell at Customer's direction) that are used by Dell in conjunction with the Service(s). Customer warrants to Dell that it has obtained any



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

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

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

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

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



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

Data Controller. Customer acknowledges and agrees that Customer is the data controller and data exporter of any data contained in any physical hardware, drives, or any hosted virtual machine or other components provided by Customer to Dell ("Customer Deployment Solution"), system management software used by Customer in connection with the Services ("Customer Software") or Customer Content (defined below), as applicable, as data may be defined by each country including, but not limited to, the European Union (EU), and Dell is the data processor for Customer hereunder in its performance of the Services. Customer acknowledges and agrees that Customer is responsible for compliance with applicable data privacy laws in each country, and as the data controller and data exporter, and that Dell is responsible for compliance with applicable data privacy laws in each country as the data processor.

Customer will indemnify Dell for breaches any of Customer's obligations with respect to compliance with applicable data privacy laws in each country, and for any failure to perform its obligations in accordance with any applicable provisions set forth in the Customer's Agreement to purchase the Supported Dell System(s) and Service(s).

Dell shall not be obligated to provide and may terminate the Service(s) upon Customer's breach in accordance with the Customer's Agreement, and Dell shall not be liable for any damages resulting from Customer's breach. Alternatively, Customer may incur additional fees and expenses for any resulting additional time or materials, loss or damage incurred by Dell or its providers. Customer will immediately notify Dell and work with Dell in good faith to resolve any related matter if there is any lapse, defect, deficiency, or other problem in connection with its compliance with its obligations under applicable data privacy law and any related provisions in the Agreement.

Services Terms & Conditions

This Service Description is entered between you, the customer ("you" or "Customer"), and the legal entity identified on your Order Form for the purchase of this Service (the "Dell Legal Entity"). This Service is provided subject to and governed by Customer's separate signed master services agreement with the Dell Legal Entity that explicitly authorizes the sale of this Service. In the absence of such agreement explicitly authorizing this Service, depending on Customer's location, this Service is provided subject to and governed by either Dell's Commercial Terms of Sale or the agreement referenced in the table below (as applicable, the "Agreement"). Please see the table below which lists the URL applicable to your Customer location where your Agreement can be located. The parties acknowledge having read and agree to be bound by such online terms.

Customer Location	Terms & Conditions Applicable to Your Purchase from Dell of the Services	
	Customers Purchasing Services Directly	Customers Purchasing Services Through an Authorized Reseller
United States	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)

Commented [LL19]: See comments from the ProDeploy/ProDeploy Plus SD

Commented [KS20R19]: Reviewed



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



France: Conditions de vente Dell France Germany: Dell.de/Geschaeftsbedingungen UK: Terms & Conditions Dell UK	any reference to the Dell Legal Entity shall only be understood as a reference to a Dell Legal Entity as a service provider providing the Service on behalf of your seller. You will not have a direct contractual relationship with the Dell Legal Entity with regards to the Service described herein. For the avoidance of doubt any payment terms or other contractual terms which are by their nature solely relevant between a buyer and a seller directly shall not be applicable to you and will be as agreed between you and your seller.
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* 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](#).

Privacy: Dell will treat any personal information collected under this Service Description in accordance with the applicable jurisdiction's Dell Privacy Statement, all of which are available at <http://www.dell.com/localprivacy> and each of which is hereby incorporated by reference.

If there is a conflict between the terms of any of the documents that comprise this Agreement, the documents will prevail in the following order: (i) this Service Description; (ii) the Agreement; (iii) the Order Form. Prevailing terms will be construed as narrowly as possible to resolve the conflict while preserving as much of the non-conflicting terms as possible, including preserving non-conflicting provisions within the same paragraph, section or sub-section.

By placing your order for the Services, receiving delivery of the Services, utilizing the Services or associated software or by clicking/checking the "I Agree" button or box or similar on the Dell.com 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 a authority to bind such entity to this Service Description, in which case "you" or "Customer" shall refer to such entity. In addition to receiving this Service Description, Customers in certain countries may also be required to execute a signed Order Form.

Supplemental Terms and Conditions

1. Term of Service. This Service Description commences on the date listed on your Order Form and continues through the term ("Term") indicated on the Order Form. As applicable, the number of systems, licenses, installations, deployments, managed end points or end-users for which Customer has purchased any one or more Services, the rate or price, and the applicable Term for each Service is indicated on Customer's Order Form. Unless otherwise agreed in writing between Dell and Customer, purchases of Services under this Service 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 3 calendar days prior to the scheduled date. If Customer reschedules this service within 2 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 3 days prior to commencement of the Service.

Commented [LL21]: See comments from the ProDeploy/ProDeploy Plus SD.

Please review the corresponding sections in the ProDeploy/ProDeploy Plus + ProDeploy Flex SDs to ensure consistency.

Commented [KS22R21]: reviewed

Commented [JC23]: Check for 7 or 8 day references

Commented [KS24R23]: Kirby search for 7 or 8 days and remove and switch to 3 days for reschedule

Commented [KS25R23]: Done



- B. Payment for Hardware Purchased with Services.** Unless otherwise agreed to in writing, payment for hardware shall in no case be contingent upon performance or delivery of Services purchased with such hardware.
- C. Commercially Reasonable Limits to Scope of Service.** Dell may refuse to provide Service if, in its commercially reasonable opinion, providing the Service creates an unreasonable risk to Dell or 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. Optional Services.** Optional services (including point-of-need support, installation, consulting, managed, professional, support or training services) may be available for purchase from Dell and will vary by Customer location. Optional services may require a separate agreement with Dell. In the absence of such agreement, optional services are provided pursuant to this Service Description.
- E. Assignment and Subcontracting.** Dell may subcontract this Service and/or assign this Service Description to qualified third party service providers who will perform the Service on Dell's behalf.
- F. Cancellation.** Dell may cancel this Service at any time during the Term for any of the following reasons:
- Customer fails to pay the total price for this Service in accordance with the invoice terms.
 - Customer is abusive, threatening, or refuses to cooperate with the assisting analyst or on-site technician; or
 - Customer fails to abide by all terms and conditions set forth in this Service Description.

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

G. Geographic Limitations and Relocation. This Service will be delivered to the site(s) indicated on the Customer's invoice. This Service is not available at all locations. Service options, including service levels, technical support hours, and technician availability and response times will vary by geography and certain options may not be available for purchase in Customer's location, so please contact your sales representative for these details. Dell's obligation to supply the Services to relocated Supported Products is subject to various factors, including without limitations, local Service availability, additional fees, and inspection and recertification of the relocated Supported Products at Dell's then-current time and materials consulting rates..

H. Dell Partners. Dell may use affiliates and subcontractors to perform the Service(s). The Service(s) may be performed outside the country in which Customer and/or Dell is located. From time to time, Dell may change the location where Service(s) are performed and/or the party performing the Service(s); provided however, Dell shall remain responsible to Customer for the delivery of Service(s).

I. Transfer of Service. Customer may not transfer Configuration Service, or any rights conferred to Customer by this Service Description to a third party.

J. Combining with other services. Combining this Service with other Dell Services may result in limitations to Dell's ability to deliver the full scope of this Service. Please contact your sales representative to discuss any potential limitations due to the combination of Services ordered prior to purchase.

K. Service expires 180 calendar days after purchase. EXCEPT TO THE EXTENT APPLICABLE LAW REQUIRES OTHERWISE), YOU MAY USE THIS SERVICE ONE TIME DURING THE 180 CALENDAR DAY PERIOD FOLLOWING THE DATE OF ORIGINAL PURCHASE ("EXPIRATION DATE"). THE ORIGINAL PURCHASE DATE IS DEFINED AS THE DATE LISTED ON YOUR

Commented [LL26]: Jason, this is the first time I've seen this type of disclosure language. Can you please provide context?

Why would Dell allow customers to purchase services that potentially conflict/limit other Dell services? Arguably, isn't it Dell's responsibility to confirm that Dell services are aligned?

Commented [JC27R26]: The main example here is Ready Image. In certain situations (ProDeploy w/ RI + Ready Stock) there are issues with customers being able to take advantage of the SHIR functionality. While the core of the services are compatible with each other, there may be certain features of the different services that are not.

Commented [LL28R26]: OK. I recommend that the sales/delivery team manages this potential conflict carefully. Prior to allowing the customer to purchase services that are not compatible, it would help Dell to get customer's acknowledgement that they are aware of the limitations. You can avoid potential escalations (e.g., complaints that Dell is not delivering the services appropriately.).

You may also want to require the customer to discuss combining this Service with other Dell Services prior to purchase. This will help fully inform customers prior to purchase.

Commented [JC29R26]: Reference PDP SD for language

Commented [LL30R26]: Kirby, check ProDeploy Plus SD to ensure consistent language

Commented [KS31R26]: Updated for consistency



ORDER FORM FROM DELL. DELL'S DELIVERY OF THE SERVICE WILL BE DEEMED SATISFIED AFTER THE EXPIRATION DATE EVEN IF YOU DO NOT USE THE SERVICE.

- L. **Order of Precedence.** Unless otherwise agreed in an Agreement, if there is a conflict between the terms of any of the documents that comprise this Agreement, the documents will prevail in the following order: (i) this Service Description; (ii) the Agreement. Prevailing terms will be construed as narrowly as possible to resolve the conflict while preserving as much of the non-conflicting terms as possible, including preserving non-conflicting provisions within the same paragraph, section or sub-section.
- M. If no Service Description or Offer Specification is shown below, please contact your local Dell Sales Representative to confirm the availability of this service in your country.

ProDeploy Assist Service

Single Point of Contact

Service Overview

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

Customer Responsibilities:

- Identify a primary point of contact who will work with Dell and its designated representatives to support the activities prior to and during the performance of the corresponding Service(s)
- Provide technical points-of-contact, with a working knowledge of the information technology components to be considered during the performance of the Services and have authority to make business decisions ("Technical Contacts"). Dell may request that meetings be scheduled with Technical Contacts.
- Provide reasonable and timely cooperation to Dell in its performance of the Services

Dell Responsibilities:

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

Excluded Services

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

Additional Terms and Conditions

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

Deployment Expert

Service Overview

This Deployment Expert Service provides the Customer with Dell-provided recommendations to optimize the deployment activities associated with the delivery of the remote Service(s).



Commented [LL32]: See comments from the ProDeploy/ProDeploy Plus SD.

Please review the corresponding sections in the ProDeploy/ProDeploy Plus + ProDeploy Flex SDs to ensure consistency.

Commented [KS33R32]: reviewed

Commented [LL34]: See comments from the ProDeploy/ProDeploy Plus SD.

Please review the corresponding sections in the ProDeploy/ProDeploy Plus + ProDeploy Flex SDs to ensure consistency.

Commented [KS35R34]: Reviewed

Customer Responsibilities:

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

Dell Responsibilities:

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

Excluded Services

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

Additional Terms and Conditions

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

Remote Deployment Assistance Service

Assistance with Customer installation of the Supported Product

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

Assistance with Customer performed connectivity for Supported Product

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

Commented [LL36]: See comments from the ProDeploy/ProDeploy Plus SD.

Please review the corresponding sections in the ProDeploy/ProDeploy Plus + ProDeploy Flex SDs to ensure consistency.

Commented [KS37R36]: reviewed

Commented [KS38]: @Christensen, Jason does just the removal of onsite work here?

Commented [JC39R38]: Think the whole line needed to be deleted

Commented [SK40R38]: @Christensen, Jason as in what I struck through?

Commented [LL41]: Jason, can you double check this language?

Commented [JC42R41]: Aligned that we don't need

Commented [KS43]: @Christensen, Jason just remove this whole line?

Commented [JC44R43]: Deleted the section you had highlighted



Assistance with Customer performed Data Migration Service

- Assist with the download, installation and Customer initiated execution of the software required to migrate data
- If requested by Customer, assist with,
 - One time transfer of end-user data and files.
 - Capture end-user data and files from the Legacy System or Customer provided external drive or media.
 - Transfer of data associated to user profiles to the new Supported Product(s) or Customer provided cloud storage, external drive, or media.
 - Upon completion of the transfer the Dell technician will confirm and/or report the integrity of the transfer.
- Reasonable attempts will be made to assist with the transfer the Customer's data; however, if after 3 attempts the transfer is deemed unfeasible by Dell, then Service may not be performed.

Assistance with Customer performed Settings Transfer

- Assist with the download, installation and Customer initiated execution of the software required to migrate settings
- If requested by Customer, assist with.
 - Transfer of common end-user personalization and settings from the Customer's Legacy System.
 - Transfer of settings associated with user profiles to the new Supported Product(s).
 - Transfer of common application settings.
- Reasonable attempts will be made to assist with the transfer to the Customer's settings; however, if after 3 attempts the transfer is deemed unfeasible by Dell, then the Service may not be performed.

Assistance with Customer performed Software Installation

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

Assistance with the Customer performed De-installation of Legacy System

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

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

- Customer will be able to engage a Dell support team (via chat, email, or phone when initiated by a Dell technician) and obtain assistance with any issues with the Services provided as part of this Service Description for a period of 30 calendar days from the first boot of the Supported Product.
- Dell will work with the Customer or Provider to provide remote diagnosis of the Customer's issue.
- After the remote diagnosis, for any problems caused by Dell's implementation of the deployment, Dell will work with the Customer and/or Provider to develop and, if applicable, assist in the implementation of a remediation plan.

Commented [LL45]: Jason, should this be updated to "remote support"?

Commented [KS46R45]: Its now under the remote bucket with the deletion of the header



- This support is in addition to any other support the Customer may be entitled to receive under the Agreement. For more information on what other support might be available, please consult your Order Form and/or Agreement.

Customer Responsibilities

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

Dell responsibilities

- Dell will provide remote assistance, upon Customer request, with the installation and connectivity of a new Supported Product, the transfer of end user files and system settings, installation of Customer provided software, and deinstallation of the Legacy Device.
- Dell may engage internal specialists or software partner resources to further assist in support and troubleshooting as required.



- Dell will only aid with the deployment activities listed in this Attachment based on the Services purchased by the Customer.
- Dell may request specific information from the Customer, when contacted for assistance, that must be provided to perform this Service. If the requested information is not available, Dell will not be able to complete this Service.

Excluded Services

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

Additional Terms and Conditions

- Desktop/Notebook Operating System is Microsoft Windows 10 or Windows 11 [or applicable later version]
- The operating system is preloaded or already installed.
- Dell shall not be held responsible for errors during the installation process and any errors encountered during the installation.
- Applications installations must be delivered contiguously.
- Not available for Thin Client devices
- The Customer may also contact their SPOC should they have an issue with the setup or delivery of the Service.

Commented [LL47]: Jason, what is the difference between "Remote PC Installation" and "Remote Deployment Assistance Service"?

Commented [JC48R47]: They're most the same. The intention of the updates is to develop a single definition that fits Essentials and ProDeploy Plus. The main difference of the change is that the current language says we will do all of these things. The new language says that we assist (either walk through or perform on behalf of when applicable) with these things (closer to the current definition of Plus).

