



Service Description

ProDeploy Flex for Client Suite

Introduction

Dell Technologies Services is pleased to provide ProDeploy Flex for Client Suite (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 technical support or your sales representative.

The Scope of This Service

This document and its attachments (the “Service Description”) outline the service features for ProDeploy Flex for Client Suite (each a “Service” and collectively the “Services”).

ProDeploy Flex for Client Suite allows a Customer (“you” or “Customer”) to purchase one or many deployment services to create a combination of services tailored to their needs. The Customer must make selections from the optional deployment services list (included below). Each service listed below is considered an independent service and is not included in your ProDeploy Flex for Client Suite order unless purchased.

The service attachments (the “Service Attachments” or “Attachments”) listed below in this document are à la carte. Each Service under the “Factory Configuration Services” and “Asset Recovery Services” categories can be purchased as a standalone service. Services listed under the “Onsite Services” category, or “Remote Services” category must be purchased with the “Onsite PC Installation” Service or “Remote PC Installation” Service, respectively.

“Supported Products” are defined as select Latitude, OptiPlex, Precision, and XPS models intended for commercial use. Models excluded include, but are not limited to: ThinClient, Chromebook, Inspiron, and Vostro models. Please contact your sales representative for the most up-to-date list of Services that are available on your Dell products.

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.

A Client System is defined as a new PC purchased from the Supported Product list.

A Legacy System is defined as a Customer’s existing PC.

ProDeploy Flex include a base of:

- Single Point of Contact
- Discovery and Recommendations
- Post Deployment Support

Optional Deployment Services List:

- Factory Configuration Services
 - Custom Image (Attachment 1)
 - Ready Image (Attachment 2)
 - Connected Configuration (Attachment 3)
 - Configure BIOS Settings (Attachment 4)
 - Asset Tagging (Attachment 5)
 - Asset Reporting (Attachment 6)
 - Ship Box Label (Attachment 7)
 - Connected Provisioning (Attachment 18)
- Onsite Services
 - Onsite PC Installation (Attachment 8)
 - Onsite End User Scheduling (Attachment 9)
 - Offsite Trash Removal (Attachment 10)
 - Onsite Additional Technician Time (Attachment 11)
 - Onsite Data Migration (Attachment 12)
 - Onsite Application Installation (Attachment 13)
- Remote Services
 - Remote PC Installation (Attachment 14)
 - Remote Application Install (Attachment 15)
 - Remote Data Migration (Attachment 16)
- Asset Recovery Services
 - Resale and Recycling (Attachment 17)

Exclusions

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

- 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 Customer, as defined below.

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, as applicable.

General Customer Responsibilities

Customer must provide at least one point of contact, the Customer's Program Manager, to work with Dell. Customer's Program Manager will work with the Dell SPOC (Single Point of Contact) and designated representatives to support the activities prior to and during the performance of the corresponding Service(s). These responsibilities include, but are not limited to:

- Provide reasonable and timely cooperation to Dell in its performance of the Services
- 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.
- Provide requirements and technical data needed to complete the Service(s) within 3 business days of submitting orders.
- If onsite services are purchased, assign a Site Coordinator for each Customer site where an onsite deployment of the Service(s) will occur.
- Ensure all necessary Customer resources are available for the duration of the deployment, including technical contacts.
- Coordinate the scheduling of all necessary resources required for the Service(s).
- Maintain communication to prevent scheduling conflicts.
- Provide Dell with access to Customer facilities and systems as needed to provide the Service(s). and

- Provide specifications acceptance documentation and site acceptance materials upon completion of corresponding onsite Service(s), when applicable.

Cooperate with Phone Analyst and Onsite Technician. When applicable, Customer and their End Users will cooperate with and follow the instructions given by any Dell phone analyst or onsite technicians.

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

Non-solicitation. Where allowed by law, 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.

Customer Cooperation. Customer understands that without prompt and adequate cooperation, Dell Technologies Services 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 Technologies Services with all cooperation necessary for Dell Technologies Services to perform the Service. If Customer does not provide reasonably adequate cooperation in accordance with the foregoing, Dell Technologies Services will not be responsible for any failure to perform the Service and Customer will not be entitled to a refund.

On-site Obligations. Where Services require on-site performance, Customer will provide (at no cost to Dell Technologies Services) free, safe and sufficient access to Customer's facilities and environment, including ample working space, electricity, safety equipment (if applicable) 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 Services), if the system does not already include these items.

Data Backup. Customer will complete a backup of all existing data, software and programs on all affected systems prior to and during the delivery of this Service. Customer should make regular backup copies of the data stored on all affected systems as a precaution against possible failures, alterations, or loss of data. Dell Technologies Services will not be responsible for the restoration or reinstallation of any programs or data.

Unless otherwise required by applicable local laws, DELL TECHNOLOGIES SERVICES 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.
- THE LOSS OF USE OF A SYSTEM OR NETWORK; AND/OR
- FOR ANY ACTS OR OMISSIONS, INCLUDING NEGLIGENCE, BY DELL TECHNOLOGIES SERVICES OR A THIRD-PARTY SERVICE PROVIDER.

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

Dell Technologies Services 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 Technologies Services business hours, which is from 8:00 AM to 6:00 PM Customer local time:

Country	Normal Dell Technologies Services 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 WARRANTES 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 (as defined below), 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.

Technical Specifications Notice and Disclaimer. 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 and not unreasonable 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.

Customer is strongly advised to log in via the Dell Online First Article (OFA) service (regional availability of OFA varies) for inspection, and approval based on any Factory Services being purchased. The Customer agrees to a 2-business day configuration review process when using the Online First Article service; Customers will have a secure Customer log in that will expire by the second day at 11:59pm Customer's local time. Ensure you notify Dell if requesting to utilize the Dell Online First Article service to approve your configuration.

Upon completing inspection of the OFA, Customer is also advised to order a sample review unit for inspection to approve their configuration ("Customer Review Unit") and use the Customer Review Unit to inspect and approve that the Service(s) operate(s) as designed and required by Customer. In the event Customer elects not to order a Customer Review Unit, any mismatched application versions, device manager conflicts, or other performance issues with your Services, will likely be replicated on all Supported Products shipped to you by Dell. Dell continued provision of the Services and/or processing of your volume orders in accordance with the terms of this Service Description, any relevant master services agreement or Dell purchase order, shall be deemed to release Dell from any liability or

responsibility for any issues which would have been reasonably prevented by ordering and validating your Services on a Customer Review Unit.

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 onsite 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.

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 of the Services	
	Customers Purchasing Services Directly	Customers Purchasing Services Through an Authorized Reseller
United States	Dell.com/CTS	Dell.com/CTS
Canada	Dell.ca/terms (English) Dell.ca/conditions (French-Canadian)	Dell.ca/terms (English) Dell.ca/conditions (French-Canadian)
Latin America & Caribbean Countries	Local Dell.com country-specific website or Dell.com/servicedescriptions .*	Service Descriptions and other Dell 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: France: Dell.fr/ConditionsGeneralesdeVente Germany: Dell.de/Geschaeftsbedingungen UK: Dell.co.uk/terms	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.

* Customers 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).

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/servicesdescriptions](https://www.dell.com/servicesdescriptions).

Privacy: Dell Technologies Services will treat any personal information collected under this Service Description in accordance with the applicable jurisdiction's Dell Technologies 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 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.

Supplemental Terms and Conditions

1. Term of Service. 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 Technologies Services and Customer, purchases of Services under this Service Description must be solely for Customer’s own internal use and not for resale or service bureau purposes.

2. Important Additional Information

- A. Rescheduling.** Once this Service has been scheduled, any changes to the schedule must occur at least 8 calendar days prior to the scheduled date. If Customer reschedules this service within 7 days or less prior to the scheduled date, there will be a rescheduling fee not to exceed 25% of the price for the Services. Any rescheduling of the Service will be confirmed by Customer at least 8 days prior to commencement of the Service.
- B. Payment for Hardware Purchased With Services.** Unless otherwise agreed to in writing, payment for hardware shall in no case be contingent upon performance or delivery of services purchased with such hardware.
- C. Commercially Reasonable Limits to Scope of Service.** Dell Technologies Services may refuse to provide Service if, in its commercially reasonable opinion, providing the Service creates an unreasonable risk to Dell Technologies Services or Dell Technologies Services’ Service providers or if any requested service is beyond the scope of Service. Dell Technologies Services 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 Technologies Services and will vary by Customer location. Optional services may require a separate agreement with Dell Technologies Services. In the absence of such agreement, optional services are provided pursuant to this Service Description.
- E. Assignment and Subcontracting.** Dell Technologies Services may subcontract this Service and/or assign this Service Description to qualified third party service providers who will perform the Service on Dell Technologies Services’ behalf.
- F. Cancellation.** Dell Technologies Services 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 Services cancels this Service, Dell Technologies Services 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 Services sends notice of cancellation to Customer, unless local law requires other cancellation provisions that may not be varied by agreement. If Dell Technologies Services cancels this Service pursuant to this paragraph, Customer shall not be entitled to any refund of fees paid or due to Dell Technologies Services.

- 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 onsite 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. Online First Article service is not available in all geographies. Asset Tagging and Asset Reporting are also available on select peripherals (e.g. monitors, printers, racks) within the Americas, Europe, Middle East, and Africa regions.
- 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. Service expires 180 calendar days after purchase.** Except to the extent applicable law requires otherwise and for the Asset Recovery Service (see attachment 17), 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 earlier of the date of the invoice for the service or order confirmation from dell. dell's delivery of the service will be deemed satisfied after the expiration date even if you do not use the service

If no Service Description or Offer Specification is shown below, please contact your local Dell Services Sales Representative to confirm the availability of this service in your country.

ProDeploy Flex Base

Single Point of Contact

Service Overview

The Single Point of Contact (“SPOC”) Service provides the Customer a single Dell contact for the ProDeploy Flex for Client Suite Services included on their order. The SPOC will serve as the Customer’s primary point of contact until the successful completion of the deployment.

Service Procedures:

- Once orders containing one of the ProDeploy Flex for Client Suite Services 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 days 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

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

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.

Discovery and Recommendations

Service Overview

Discovery and Recommendations provides the Customer with Dell provided recommendations to optimize the deployment activities associated with the delivery of the onsite or remote service.

Service Procedures:

- Prior to the commencement of deployment activities, Dell will request information about the Customer’s deployment objective, existing deployment plan, IT environment, and end user needs
- Based on the information collected and the Service purchased, Dell may make certain recommendations on revisions to the existing deployment plan to help produce optimal results.

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:

- 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.

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

Post Deployment Support

Service Overview

Dell provides 30 calendar days of support to the Customer, Provider, and end users:

- Customer will be able to engage a Dell support team (via phone, email or chat) and obtain assistance with any ProDeploy Flex for Client Suite Services purchased under this Service Description.
- 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.
- 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.

Attachment 1

Custom Image

Service Overview

Custom image offers a convenient and efficient way for a customer to custom develop a set of associated software applications and settings with their operating system (“Image”) in connection with their purchase of new supported Dell Supported Products. Dell’s configuration services processes validate and test the Customer’s Image for installation in the Dell factories. Dell will load the Image within the manufacturing processes, which enables Customer’s Image to be applied to Customer’s Supported Products as they are being manufactured.

Service Procedures & Dell Responsibilities

The process for each Custom Image Project (project defined as the configuration services specification applied in Dell’s factory) is as follows:

Project Initiation

- SPOC or Dell Sales works with Customer to document and capture Customer’s technical requirements in the Technical Specification Form.
- Customer validates accuracy and verifies requirements by approving and returning Technical Specification form to Dell.
- Customer reviews, approves, and returns Export Compliance Form to Dell certifying that the Image submitted by Customer may be exported by Dell outside of the country where the Image is submitted to Dell. Export Certification is required upon initial Custom Image project set-up.
- Customer provides Image to Dell. The Image may be submitted to Dell by the Dell File Transfer Application (FTA), Dell Image Assist, or by mailing in DVD/USB media or hard drive.
- The Customer agrees to a 2-business day configuration review process when using the Online First Article service; Customer will have a secure log in that will expire by the second day at 11:59pm Customer’s local time.

Project Development

- If applicable, Custom Image engineer develops the Custom Image Project to enable factory loading of the Customer’s Image and to set any customizations requested by the Customer.
- Image is validated and tested within Dell manufacturing processes, ensuring that Customer’s Image will load properly during initial manufacturing system build.

Project Completion

- Manufacturing factory processes will ensure that your Image is replicated as supplied to Dell. If Custom Image Service is purchased, Customer is strongly advised to order a Customer Review Unit for inspection or log into via the Dell Online First Article service and confirm that the Image is fully tested and validated in Customer’s environment before being promoted for volume orders.
- Project is ready for volume orders.

Customer Responsibilities

Prior to submitting each Image to Dell, Customer shall:

- Retain a copy of such Image. Dell will have no liability for loss or recovery of data or programs on any image or on any supported hardware platforms.
- Create, test and verify that the Image operates according to the Customer’s needs on the supported hardware platform(s) that will be purchased.

- If applicable, Image must contain all drivers required to support the hardware documented in the Technical Specification Form. Dynamic Images provided utilizing the Dell Image Assist tool or custom task sequence deployments for boot in the factory imaging will not require complete driver support.
- Verify Image does not contain Personally Identifiable Information.
- If applicable, complete, validate accuracy and verify requirements by approving and returning Technical Specification Form to Dell.
- Ensure you notify Dell if requesting to utilize the Dell Online First Article service to approve your configuration. Customer agrees to the 2-business day configuration review process. Customer log in information will expire by the second day at 11:59pm Customer's local time.
- During initial Configuration Services Project development, complete the Image Export Compliance Certificate certifying that the Image submitted by Customer may be exported by Dell outside of the country where the Image is submitted to Dell.
- Provide the product key for the operating system if the operating system is not Dell OEM.
- If applicable, ensure the Custom Imaging Services meet Customer's requirements by ordering, or utilizing the Dell Online First Article configuration review service.
- Approve Image and approve subsequent Image revisions.
- Customer shall defend, indemnify, and hold Dell harmless on demand from, any claim or action arising out of any Customer direction regarding the configuration of the Dell Supported Products using the Custom Image Service, or any failure by Customer to comply with the terms, conditions and Customer responsibilities set forth in this Service Attachment.
- 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 Dell Supported Product(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.

Service Requirements:

- Images must be provided within the Windows Imaging file format (WIM) created using Dell Image Assist or Microsoft toolsets. Check with the SPOC for capability of using other imaging tools. Customer is responsible for the selection and licensing of Customer's imaging tool.
- Custom Imaging Services are available for Images built using major operating systems (e.g., select non-consumer Microsoft Windows Operating Systems, and certain Linux variations). Check with SPOC for capability on other operating systems.

- Image must be validated on supported hardware platforms for the configurations that will be purchased. If Customer does not have the specific supported hardware platform/configuration, the Customer should purchase a development system to use when building and testing the Image.

Not Included with Custom Image Services:

- Provision or licensing of any third-party software, operating systems or other elements contained within the Image
- Physical installation of any hardware or software that is not related to this Configuration Imaging Service.
- Creation of an Image.
- Troubleshooting or technical support for Image creation.
- Testing customer-specific applications or hardware for compatibility with the Image.
- Any activities other than those specifically set forth in this Service Attachment.

Additional Provisions

The Service may be performed outside the country in which Customer and/or Dell is located. From time to time, and in compliance with the terms of the Agreement between Dell and Customer, Dell may change the location where Services are performed and/or the party performing this Service; provided however, Dell shall remain responsible to Customer for the delivery of Service.

Optional Configuration Imaging Services

CD / DVD / USB Image Restore Media. This Configuration Imaging Service offers a convenient and efficient way to obtain a copy of the final production Customer Image that is currently being installed on new Supported Products. This Service may only be purchased in conjunction with a Configuration Services Project which includes Configuration Imaging Services. The CD/DVD/USB Image restore media enables Customers to restore a Supported Products back to its original delivery state at the Customer's site. The restore image media may only be used to restore images on Supported Products that Dell provided Configuration Imaging Service in conjunction therewith. The restore image will not restore user data, the dell utility partition, or be updated to include other changes or modifications made to an image after the restore image is delivered to customer. CD/DVD/USB Image restore media may not be available for all operating systems (e.g. Linux), contact your SPOC for Image restore media availability.

Dell System Restore

This optional Configuration Imaging Service allows you to rebuild a system from a hidden partition on the hard disk when a custom image is loaded by Dell in the factory. The Service restores images on certain Dell client systems only (Dell Precision, Dell OptiPlex, and Dell Latitude) from an image stored within a hidden partition located on the local hard disk of the computer.

The Dell system restore menu and screens are in English only. The service may only be purchased in conjunction with a Configuration Service Project which includes Configuration Imaging Service. This restore image service is limited to the specifications of the Image, and any data or functionality not specifically included in the Image at the point of manufacture will not be restored e.g. user data, the Dell Utility Partition or any other changes or modifications made to an image after the system is delivered to Customer. Should the hidden partition become corrupted, hard disk fail, or be replaced, another restoration solution will be required. Dell System Restore operates with Microsoft Windows images. For more specific needs please speak with your SPOC.

Other Dell Imaging Services

For information regarding other Dell Custom Imaging Services (e.g. Dell Image Assist, Microsoft® Configuration Manager, Microsoft® Deployment Toolkit, VMware Workspace ONE®), please contact your SPOC.

Attachment 2

Ready Image

Service Overview

The Dell Ready Image Service provides the ability for the Customer's end user computing products to be configured with a specified Windows Professional version, base language, language pack(s), and platform appropriate drivers for a default Windows operating system installation.

Service Procedures & Dell Responsibilities

The Ready Image Service works together with other compatible Services in this Service Description and may be purchased on select Supported Products.

Customer Responsibilities

Customer shall defend, indemnify, and hold Dell harmless on demand from, any claim or action arising out of any Customer direction regarding the configuration of the Supported Products using the Ready Image Service, or any failure by Customer to comply with the terms, conditions and Customer responsibilities set forth in this Service Attachment.

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 Dell Supported Product(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.

Additional Provisions

The Service may be performed outside the country in which Customer and/or Dell is located. From time to time, and in compliance with the terms of the Agreement between Dell and Customer, Dell may change the location where Services are performed and/or the party performing this Service; provided however, Dell shall remain responsible to Customer for the delivery of Service. Customer does not own the image. Customer only has access to the services laid out within this Attachment that allows image install.

Excluded Services

The following activities are excluded from the Service:

- Provision or licensing of any third-party software, operating systems or other elements contained within the Ready Image.
- Physical installation of any hardware or software that is not related to Ready Image Service.

- Customization of Ready Image beyond the Dell provided options.
- Troubleshooting or technical support for customer-specific Ready Image testing.
- Testing customer-specific applications or hardware for compatibility with the Ready Image.
- Any activities other than those specifically set forth in this Service Attachment.

Attachment 3

Connected Configuration

Service Overview

The Dell Connected Configuration service provides the ability to put an instance of Customer's systems management software ("Customer Deployment Solution") inside of Dell facilities via a secure internet connection. Customer gains direct access to either a virtually or physically hosted environment in Dell facilities where Customer can store and maintain Customer's Deployment Solution. Customer will also be able to complete configuration tasks inside Dell facilities that otherwise could only be performed once the system is received by the Customer and connected to the Customer network.

Service Procedures & Dell Responsibilities

The Connected Configuration Service works together with other supported Services in this Service Description and may be purchased on select Supported Products. The Customer's Deployment Solution will be hosted at a Dell configuration center and will be connected to the Customer's network via a secure tunnel. The secure connection will be offered as a gateway between Customer's environment and Dell / Supplier production environment, with a maximum bandwidth of 5 megabit/sec. Customer may use the secure tunnel to provide further customization of other deployment options, including, but not limited to encryption and other security and access features, and role-based administration, active directory discovery and other network, database, and security configurations. The deployment process will be limited to a maximum of four

(4) hours processing time and ten (10) minutes of technician support for initiation and completion of the automated task sequence per device configured. Order fulfillment capacity will be calculated based on Customer's forecasted unit volumes and capability of Customer's Deployment Solution as defined in coordination with Dell during the scoping process. This includes average time to deploy per unit, and maximum units that can be deployed concurrently. Service is contingent on Dell validation of Customer's proposed OS deployment solution. As part of validation Dell will work with Customer to collect and analyze information from Customer's environment relevant to their OS provisioning process.

The deployment solution can be established using the Customer's physical hardware or as a virtual machine. The physical hardware solution enables the Customer to provide their deployment solution and related Customer owned hardware to be integrated into the Dell configuration center(s). The virtual machine solution allows the Customer to create a Virtual Hard Disk (VHD) of their deployment environment and submit it to Dell to be loaded onto a hosting infrastructure designed and maintained by Dell.

Customer orders will be placed via the Dell Sales process and flow through the standard Dell manufacturing process. Additional supported Service(s) Customer selects will take place in the manufacturing process and are outside of this Connected Configuration Service.

Additional Provisions

The Service may be performed outside the country in which Customer and/or Dell is located. From time to time, and in compliance with the terms of the Agreement between Dell and Customer, Dell may change the location where Services are performed and/or the party performing the Service; provided however, Dell shall remain responsible to Customer for the delivery of Service. If any of the volumetric assumptions used by Dell and Customer to scope any Connected Configuration Service project are materially outside of the established requirements to complete performance of the Service (including Customer's forecasted unit volumes, average time to deploy per unit, maximum units that can be deployed concurrently using Customer's deployment solution, and/or configuration factors requiring additional time on task), Dell may adjust the pricing and fulfillment capacity to reflect such changes.

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 Dell Supported Product(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.

If there are any issues or errors caused by the Customer that hinder Dell from performing the Service within the facility environment and within the allotted timeframe, Dell will coordinate with the Customer to ship the affected units "as-is" from the point of failure or from a simplified task sequence before the point of failure. Customers receiving "as-is" units will be responsible for performing the completion of the units' configuration within their own environment. Delays to future orders could occur if confirmation of resolution to the failure is not provided back to Dell.

Excluded Services

The following activities are excluded from the Service:

- Creation by Dell of any task sequence, image, or any other Customer content ("Customer Content") on behalf of Customer.
- Support or maintenance for any Customer Deployment Solution or Customer software by Dell, provided, however, that any Customer Deployment Solution that carries an active Dell support or maintenance contract will be serviced by Dell in accordance with the such active Dell support or maintenance contract.
- Data migration services.
- The development of any intellectual property created solely and specifically for the Customer.
- Pre-provisioning of client system asset data.
- Resolving Customer Deployment Solution issues or failures,
- Any other activity other than those specifically noted in this Service Attachment.

Connected Configuration Customer Responsibilities and Technical Requirements

The Customer must meet or exceed the following requirements and responsibilities to purchase, enable and utilize either of the physical hardware or virtual machine-based service solutions. Customer's failure to provide any item or perform any task required by these Connected Configuration Customer Responsibilities may delay or inhibit Dell from performing the Service.

In the event a customer "End-User" utilizes third parties (e.g., contractors, agents, System Integrators and/or Channel Partners), "Customer Partner" refers to third party utilized by Customer End-User ("Customer End-User").

- Customer Partner responsibilities (if applicable):
 - Convey in writing to the Customer End-User all the Customer Responsibilities as stated herein.
 - Facilitate any communications, set up of instructions or designate Dell Services to work directly with Customer End-User for such.
 - Provide, or cause Customer End-User to provide, deliverables required to complete the service (Customer Work Instructions, VPN customer requirements document,

Customer Deployment Solution [physical or virtual], etc.).

- Customer will assign a single point of contact (“Customer Contact”) and technical points-of-contact (“Technical Contacts”) as required to support the establishment and sustainment of each regional Connected Configuration environment.
- The Customer Contacts are required to have a working knowledge of the infrastructure components to be considered during the Services and will provide support including, but not limited to, the following:
 - Customer Contact will have the authority to act on Customer’s behalf in all aspects of the Service including bringing issues to the attention of the appropriate persons within Customer’s organization and resolving conflicting requirements.
 - Customer Contact will ensure that any communication between Customer and Dell, including any scope-related questions or requests, are made through the appropriate Dell SPOC.
 - Customer Contact will provide timely access to technical and business points of contact and required data/information for matters related to the scope of Service.
 - Customer Contact will ensure attendance by key Customer contacts at required meetings and deliverable presentations.
 - Customer Contact will obtain and provide necessary project requirements, information, data, decisions and approvals.
- Customer is responsible for providing any hardware and/or software required to enable an appropriate and secure deployment solution as defined in coordination with Dell during the solution scoping process. The defined solution must support expected client system deployment volumes.
- Customer will provide one (1) configured Deployment Solution for each regional Dell Configuration Center where the Connected Configuration services will be fulfilled including: Customer Hardware and/or Customer software and/or all Customer content.
- Customer is responsible for all maintenance, security, management, monitoring and support of the Customer software and/or hardware, and Customer agrees that a support or maintenance issue related to the Customer Software and/or Hardware will excuse Dell of its obligation to perform the Service until such support or maintenance issue is resolved.
- Customer will implement and maintain a secure network between the Customer network and each Dell Configuration Center. The secure network connection must meet (or exceed) Dell site-to-site VPN security requirements.
- Customer is responsible for setting up and managing a Preboot Execution Environment (PXE) deployment process ensuring that such process can be completed within four (4) hours and limits technician interaction to a maximum of ten (10) minutes for the purposes of initiating and completing the client system deployment.
 - Customer is responsible for:
 - Setup of PXE Boot environment
 - Testing / validation of client hardware platforms to be purchased. Before transitioning to new client hardware platform(s), Customer must purchase new platform(s) without services and perform integration and testing of new model(s) and driver package(s) within Customer’s OS deployment solution. The Operating System must be delivered by Customer’s OS deployment solution (bare metal deployment). There can be no dependency on requiring existing OS/image on the system.
 - Client hardware platforms without a network port (RJ-45) on the system must validate PXE deployment process using Dell Configuration Center approved

USB-to-NIC network adapter. Specific network adapter supportability should be verified with your SPOC.

- Customer is responsible for providing and maintaining client OS deployment work instructions including steps required to initiate client OS deployment, instructions that clearly identify when OS deployment has completed, steps for system shut down prior to shipment, and troubleshooting steps to be taken in event of a failure during client system deployment.
 - Client OS deployment work instructions must include clear instructions and screen shots for Dell factory technicians to initiate and verify successful completion of your deployment.
 - Customer's task sequence and work instructions must include a "complete screen" as one of the final tasks in the task sequence. This dialog box "complete screen" is a quality check for factory technicians to verify successful completion. The "complete screen" must remain on-screen until an action is taken by a technician.
- Customer will keep Customer Deployment Solution and system deployment, driver and operating system updates current, and ensure that content required for client system deployments is available on their systems management environment hosted at Dell Configuration Center(s). Customer must leverage their hosted systems management environment for client system deployments to minimize network traffic and reduce system deployment processing times.
- Customer is responsible for support & troubleshooting failures related to Customer Deployment Solution. Failures of Customer Deployment Solution may delay shipment of Customer **orders or require Dell to ship Customer units with a reduced task sequence or "as is"**. Customer must provide prompt response to support requests to minimize order delays or reduction of services provided. Customer must provide regular support contacts and escalation contacts in the event primary contact(s) are not available. Customer responsibility of support and troubleshooting includes:
 - Providing contacts, including email distribution list(s), telephone numbers (desk / mobile), and management contacts to be used for:
 - Regular business hours support
 - After hours & weekend support
 - Dell Configuration Center maintenance / downtime notices
 - Support of the Customer Deployment Solution includes troubleshooting of:
 - Client PXE boot environment
 - Customer Deployment Server and boundary groups (Microsoft Endpoint Configuration Manager (MECM) / Configuration Manager Distribution Point server, Microsoft Deployment Toolkit Distribution Share, etc.)
 - Client deployment task sequence steps, boot WIM, driver packs and application content, error handling, complete screen, etc.
 - Networking / firewall site-to-site secure VPN connection(s)
- Customers that will utilize a virtual instance of the Customer Deployment Solution must meet Dell Connected Configuration VM requirements (e.g., VM hard disk size, memory size, CPU cores, VHD export format).
- Customers that will utilize customer physical infrastructure assets for client system deployment, e.g., server, firewall/vpn endpoint, network switch(es), will maintain all firmware and hardware within each asset. Dell will work with the Customer as needed to provide access to supplied assets for maintenance or break fix. Dell can also work with the Customer to provide a reboot of a system upon a hard failure or firmware update. In no event will Customer's third-party maintenance contract entitle Customer or any third party to access Dell's facilities without Dell's

prior written acknowledgement and acceptance of such access.

- Customer's providing physical infrastructure assets will procure, configure, and manage required Hardware for the Services as follows:
 - Hardware will be rack mountable
 - Up to 4U of rack space may be used
- Customer's changes to the deployment specifications during fulfillment of the Service may delay or inhibit Dell's performance of the Service. Customers should follow change management best practices to ensure changes are appropriately documented, tested, approved, and communicated, prior to production implementation. Production implementation should be coordinated to limit disruption of the Service by avoiding Dell configuration center production hours (contact Dell SPOC for details). Notifying the Dell SPOC of upcoming changes as early as possible will help limit disruption and allow for potential additional order fulfillment cycle times. Customer must notify the Dell SPOC of:
 - Intended changes to Customer's deployment specifications
 - Customer internal I.T. maintenance / downtime windows impacting Customer's client OS deployment solution
 - Changes to expected order volumes and/or time required to deploy client systems in excess of 4 hours
- Customer shall defend, indemnify and hold Dell harmless on demand from, any claim or action arising out of any Customer direction regarding the configuration of the Supported Products using the secure connection and the Connected Configuration service, or any failure by Customer to comply with the terms, conditions and Customer responsibilities set forth in this Service Description. Customer hereby acknowledges and agrees that Dell is authorized to take all reasonable measures to protect the physical assets or any other aspect of the IT environment of Dell and/or any third parties that may be impacted by a security threat introduced by Customer into Dell's or such third parties' physical assets or IT environment(s).

Attachment 4

Configure BIOS Settings

The Configure BIOS Settings Service is a convenient and efficient way for Customers to customize the Dell standard Basic Input/Output Settings (“BIOS”) on new Supported Products as they are being manufactured. Customers may elect to deviate from the Dell default BIOS configuration by selecting from a Dell managed and provided set of BIOS choices.

Service Procedures & Dell Responsibilities

The process for each Deployment which includes BIOS settings is as follows:

- Customer selects available BIOS settings by working with the SPOC to document and capture Customer’s technical requirements in the Technical Specification document.
- Customer validates accuracy and verifies requirements in the Technical Specification document.
- Dell develops scripts to enable factory setting of the BIOS settings.
- BIOS customization process is tested during manufacturing process.

Customer Responsibilities

- Test and verify that the BIOS settings requested operate according to Customer’s requirements on the Supported Product. **DELL WILL HAVE NO LIABILITY FOR LOSS OR RECOVERY OF DATA OR PROGRAMS RELATED TO THE CUSTOM BIOS SETTINGS.**
- Provide any and all reasonable assistance Dell requests to obtain any export license required by Dell to perform the Service.
- 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 Dell Supported Product(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.

Service Requirements

- Not all BIOS configuration settings are available on all Supported Products. Customer should consult with the SPOC or Dell Sales for particular setting capability by system type.
- Any BIOS settings not configured through this Service listed in this Attachment are subject to change without notice. That is, use of the service is the only way to guarantee consistent BIOS settings.

Not Included With Configure BIOS Settings Services:

- Provision or licensing of any third-party software application.
- Physical installation of any hardware or software that is not related to this BIOS Settings Service
- Creation of custom BIOS settings outside of Dell's standard BIOS settings.
- Troubleshooting or technical support for Customer image with customized BIOS settings.
- Testing Customer-specific application or hardware for compatibility with the Customer's image and customized BIOS settings.
- Any activities other than those specifically noted in this Service Attachment

Attachment 5

Asset Tagging Service

Service Overview

The asset tagging service (“Asset Tagging Service”) offers a convenient and efficient way for a customer-supplied or Dell-generated asset tag to be placed onto new Supported Products as they are being manufactured, as well as offering capabilities for tagging external to system/platform boxes (e.g., shipping boxes and pallets). At the Customer’s request, this Service may also include the capability to program the system CMOS memory to include asset tag data on Customer’s system during the manufacturing process.

Service Procedures & Dell Responsibilities

The process for each Configuration Services Project which includes Asset Tagging Services is as follows:

Project Initiation

- If applicable, SPOC or Dell Sales works with Customer to document and capture Customer’s technical requirements in the Technical Specification Form.
- Position of the asset tag on system and/or peripheral, as well as data fields required, is determined with the Technical Specification Form.
 - The position/location of asset tag placement varies by hardware platform and asset tag type. Contact your Dell Sales Representative or your SPOC for Supported Products asset tag placement options.
- If applicable, Customer validates accuracy and verifies requirements by approving and returning Technical Specification Form to Dell.
- Customer provides consigned Third-Party Products (i.e., asset tags) to Dell if required.

Project Development

- If applicable, Configuration Services engineer develops asset tag or CMOS customization as documented in Technical Specification Form.
- Configuration Services Asset Tagging Service is tested in manufacturing processes.

Project Completion

- Customer is advised to order a Customer Review Unit for validation and inspection that Asset Tagging Services satisfy Customer’s requirements.
- Project is ready for volume orders.

Customer Responsibilities. Customer shall:

- Provide all necessary information required to populate asset tag, including but not limited to Customer asset range, if Dell is generating the asset tag.
- If applicable, complete, verify accuracy, approve, and submit Technical Specification Form.
- If applicable, ensure the location of the asset tag, as well as data fields required, is included within the Technical Specification Form.
- If applicable, provide any and all reasonable assistance Dell requests to obtain any export license required to perform the Configuration Services.
- Consider ordering a Customer Review Unit to ensure the Asset Tagging Services meet Customer’s requirements
- If applicable, participate with and provide reasonable assistance to Dell procurement to provide adequate volumes of consigned (Customer- owned) Third-Party Products to Dell to fulfill Supported Products orders.

- 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 Dell Supported Product(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.

Asset Tagging Service Requirements:

- Dell-generated asset tags are printed with black ink. Color printing is not available. The following Dell- generated asset tags are available:

Americas:

1. Large 5” x 5” tags on matte white paper are for use on the outside of a system box.
2. Medium 1.5” x 3” tags on matte platinum polyester are for use on a system or peripheral.
3. Small 1” x 2” tags on glossy white polyester are for use on a system or peripheral

Europe, Middle East, Africa (EMEA):

1. Large 127mm x 80mm tags on matte white paper are for use on the outside of a system box.
2. Medium 70mm x 38mm tags on matte platinum polyester are for use on a system or peripheral.
3. Small 50mm x 25mm tags on glossy white polyester label are for use on a system or peripheral.

Asia Pacific, Japan (APJ):

1. Large 127mm x 76.2 mm tags on glossy white polyester label are for use on the outside of a system box.
2. Medium 38.1mm x 50.8mm and Custom 50.8mm x 76.2 mm tags on glossy white polyester label are for use on a system or peripheral.
3. Small 50.8mm x 25.4mm tags on glossy white polyester label are for use on a system or peripheral.

China:

1. Large 76.2mm x 50.0mm tags on glossy white polyester label are for use on the outside of a system box.
2. Medium 76.2mm x 38.1mm tags on glossy white polyester label are for use on a system or peripheral.
3. Small 50.8mm x 25.4mm tags on glossy white polyester label are for use on a system or

peripheral.

- Customer-supplied (consigned) asset tags must be pre-printed, include perforation for single tag separation and in some regions (e.g. EMEA and APJ) must include a barcode. You must check with your SPOC for local requirements and restrictions on Customer-supplied asset tags.

Not Included with Asset Tagging Services:

- Provision or licensing of any third-party software application.
- Physical installation of any hardware or software that is not related to this Asset Tagging Service.
- Printing asset tags on Customer-supplied label material.
- Any activities other than those specifically noted in this Service Attachment.

Attachment 6

Asset Reporting Services

Service Overview

The asset reporting services (“Asset Reporting Service”) offers a convenient and efficient method for Customer to receive periodic reports detailing system and order information. The reports are provided to Customer on a frequency of the Customer’s choosing (daily, weekly, or monthly) as either a comma-delimited text file or Microsoft® Excel spreadsheet.

Service Procedures & Dell Responsibilities

The process for each configuration services project which includes the Asset Reporting Service is as follows:

Project Initiation

- SPOC or Dell Sales works with Customer to document and capture Customer’s technical requirements in the Technical Specification Form.
- Customer validates accuracy and verifies requirements by approving and returning Technical Specification Form to Dell.

Project Development

- Configuration Services engineer develops report as documented in Technical Specification Form.

Project Completion

- Project is ready for volume orders.

Customer Responsibilities. Customer shall:

- Provide email address for report delivery.
- If applicable, complete, verify accuracy, approve and submit Technical Specification Form.
- If applicable, provide any and all reasonable assistance Dell requests to obtain any export license required to perform the Services.
- Ensure the Asset Reporting Service meets Customer’s requirements.
- 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 Dell Supported Product(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.

Service Requirements:

- Customer will either receive blank asset reports or not receive asset reports if no systems have been ordered during the reporting period.
- Not all report date fields are available for all systems or peripherals. Check with SPOC for particular and available report fields by system or peripheral type.

Not Included with Asset Reporting Services:

- Provision or licensing of any third-party software application.
- Physical installation of any hardware or software.
- Printing asset tags or any activities other than those specifically noted in this Service Attachment.

Attachment 7

Ship Box Label

Service Overview

The ship box label service (“Ship Box Label Service”) provides a method for Customer to apply a printed tag with custom data (“Ship Box Label”) to the system ship box. This Service offers the Customer the ability to customize a Ship Box Label that best suits their specific requirements.

The customizable components of the Ship Box Label are subject to change but may include the addition of proprietary content or system or customer order detail typically available from supporting Dell information systems (i.e., HDD size, RAM, Processor, model number, Customer PO number, ship date, asset number, service tag).

Service Procedures:

The process for this Service is as follows:

- Customer selects a fixed option which includes a pre-selected Ship Box Label at time of order placement, or
- Customer selects from available fields and layout option through working with a Dell SPOC to document and capture Customer’s technical requirements in the Technical Specification Form.
- Customer validates accuracy and verifies requirements by approving and returning Technical Specification Form to Dell

Customer Responsibilities:

Customer shall:

- Provide all necessary data for any proprietary Ship Box Label content
- Complete, verify accuracy, approve, and submit Technical Specification Form
- Approve any design in writing prior to submission to Dell for production
- 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 Dell Supported Product(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.

Service Requirements:

- Generate, print and/or apply label.
- Apply label to outside the box per Dell's specifications (system, peripherals, etc.). Different language(s) (International character set) may be required.
- All packaging labels will be installed in the same position on each package, regardless of size. The location is on top of the largest side. This is applicable globally, unless there are some in country/regional requirements that conflict otherwise.

Not Included With Ship Box Label Services:

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

Attachment 8

Onsite PC Installation

This Service provides for the onsite installation and connectivity of a new Client System (PC purchased from Dell's Supported Product list) or Legacy System (Customer's existing PC replaced by new Client System) (the "Onsite PC Installation") as set forth more specifically in this Attachment.

Deployment Plan and Schedule

Dell will collect site and scheduling information from the Customer. As applicable, Dell will also collect relevant as-deployed data on the Legacy System to plan for the service fulfillment. This may be done by phone, email or using Dell's deployment tools. For each of the Customer's deployment sites, the Customer will ensure all critical information specific to each site is provided to Dell prior to beginning onsite Services. Customer will promptly notify Dell of any conflicts to lock the schedule prior to the scheduled installation date.

Onsite Client Installation Features

Installation of Client System

- Unpacking of a new Client System from shipping boxes and inspecting components for any damage
- Organization and connection of Client System desktide peripherals (e.g., monitors, keyboards, power supplies, mice, etc.)
- Connection of the Client System to the Customer's power and networking sources
- Movement of all boxes, packaging materials and debris to a disposal area within the building where the deployment Services are provided and properly cleaning the installation area, so it is returned to its original condition

Connectivity for Client System

- Booting the new Client System and verify network connection for Customer's network connected devices
- Log on to the new Client System using Customer-provided user ID and password
- If the customer needs any of the items/actions below, the Customer must notify Dell of these requirement needs (via assigned SPOC):
 - The reconnection of existing or installation of new external desktide peripherals to Client System 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)
 - Completion of basic domain join through Windows native interface
 - Joining of Client System to workgroup. Client System can be joined to the default container within Active Directory
 - Completion of Enterprise Enrollment
 - Configuration of IP address
 - Setup of email or online account
 - Configuring Remote Desktop Connection
 - Mapping of network printers to new Client System
 - Restore network file sharing
 - A brief and basic orientation on the primary functions of the new Client System

De-installation of Legacy System (if applicable and when technician is still onsite)

- Disconnection of the hardware components, network cable, and power cord for the Customer's Legacy System
- Placement of the Legacy System components in boxes using packaging materials from the new Client System or other materials supplied by the Customer
- Movement of the Legacy System to an onsite storage area or new end-user site in the deployment building as designated by the Customer

Corresponding Services

Onsite PC (Client) Installation service may be purchased with the following:

- End User Scheduling (Attachment 9)
- Offsite Trash Removal (Attachment 10)
- Onsite Additional Technician Time (Attachment 11)
- Onsite Data Migration (Attachment 12)
- Onsite Application Installation (Attachment 13)

Service Requirements

In order to execute this Service, the following conditions must be met:

- Customer must purchase an individual 'Onsite PC Installation Service' for each Client System to be installed
- All systems in an order must be scheduled together as part of a singular event. Dell will make reasonable efforts to maximize the quantity of Services at each Customer Site which are in reasonable proximity within the same building and minimize the number of return visits to each Customer Site
- Service location must be easily accessible by vehicle and without use of special tools or equipment
- De-installation of the Legacy System requires the concurrent installation of a new Client System
- Customer must locate the Client System within the building in which it is to be installed prior to the commencement of the Service. Customer must provide Dell with the exact location of each Client System.
- Legacy System must be available and fully operational for any Services to be performed on the Legacy System
- The customer must have phone and reliable internet access
- If the Customer has purchased "Onsite Data Migration Service" (Attachment 12), the schedule of the migration with installation services will be coordinated within the same project scope and, wherever possible, using the same onsite technician
- Client System must have the operating system preloaded or already installed

Excluded Services

- Setting up a new network
- Transportation of system between locations or any other type of logistic services (if this is needed, Customer can purchase Onsite Additional Tech Time (Attachment 11))
- Offsite removal and/or recycling of Legacy System (if needed, Customer can purchase Offsite Trash Removal Attachment 10)
- Joining specific Organization Units within Active Directory; computers will be joined to the default computers container
- Providing or running custom scripts to join domain
- Troubleshooting errors associated to the native Windows domain join process
- Setting up or configuring Active Directory
- Installation of point-of-sale /cash registers
- Multiple technician visits per purchased Onsite PC Installation Service

- Mounting hardware onto surfaces or peripheral devices requiring tools or multiple simultaneous technicians
- Any backup of data or recovery of data, including disaster recovery
- Any data migration (if needed, Customer can purchase “Onsite Data Migration Service” (Attachment 12))
- Migration of data in an event separate from the corresponding Onsite PC Installation Service event
- Data and settings transfer using tools other than the tool(s) Dell designates for the performance of the Service by Dell’s personnel
- Transferring data for user accounts to alternate domains
- Separate scheduling of the transfer and installation services
- Scripting for application installations
- Transferring of applications or software. Software applications are installed/reinstalled and not transferred
- Installation of operating system software
- Customization and/or personalization of software (beyond what is required to ensure software is properly installed)
- Transferring data from or to non-Windows based operating systems
- 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 8

Customer responsibilities

Customer agrees to the following specific responsibilities:

- For each of the Customer’s deployment sites, provide all critical information specific to each site to Dell prior to Dell beginning onsite Services
- 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 technician arriving onsite, create domain account and computer objects (if required prior to joining Client System to domain) within Active Directory to enable the domain join prior to scheduled deployment date
- Provide domain account credentials for use by Dell technician with rights necessary to join a computer to the default Computers container in Active Directory
- Supply all applicable drivers for hardware installation
- Ensure the Legacy System is available and fully operational for any Services to be performed on Legacy System
- Purchasing additional Services, if required by Customer. Please see Corresponding Services.
- Create and provide the scheduling details of all necessary resources required for the Service, including the end user installation schedule.
- Assign a site coordinator for each Customer site
- Provide requirements (e.g. address(es) and available installation times for the purpose of scheduling) and technical data needed for the Service via the Site Survey
- Ensure all necessary Customer resources are available for the duration of the onsite installation, including technical contacts
- Provide access to Customer facilities and systems as needed to provide the Service, including, but not limited to, safe and adequate parking facilities, any necessary keys or badges.
- Provide a safe working environment and reasonable office accommodation
- Additionally, for Onsite Installations occurring at a residential office must have an adult present at all times during the performance of the service
- Provide Services Site Acceptance upon Site completion
- Provide Dell with local administration rights necessary to perform the Service

- Legacy system must be available and fully operational for any services to be performed on legacy system
- Customer's network meets a minimum standard ethernet 100Mbps switched subnets, and provides 5-10 Mbps throughput at the Client System
- Maintain a stable network infrastructure across all Customer sites
- Ensure the Client System is attached to a local area network and has stable and reliable Internet access
- 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 Dell Supported Product(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.

Additional Terms and Conditions

- Customer caused delays which prevent the performing the Onsite Client Installation Service prior to or while the technician is onsite may be subject to additional charges. There may be additional charges for any requests made directly to onsite technicians for additional activities.
- Customers may customize the standard instructions or provide their own set of instructions defining the onsite activities they wish to have performed. Customized instructions and corresponding activities will be limited to 45 minutes of deskside time per PC. Dell will assess the anticipated amount of time to complete these activities prior to the deployment beginning and during the deployment itself. If Dell finds that the amount of time to perform the onsite activities is in excess of the 45-minute limit, Dell will work with the customer to modify the instructions, so the deskside time is under 45 minutes or assess additional charges for the additional time via the Change Control process.
- For security reasons, Dell will not introduce USB/external media into the Customer's environment. If required for access to the data migration tool installer used by Dell, the Customer must provide USB/external media. Additional charges, if determined to be warranted, will be charged through the Change Control process.

Attachment 9

Onsite End User Scheduling

If a customer purchases this End User Scheduling Service, Dell will assist Customer with the coordination between the individuals receiving a new device (End User) and the onsite technician responsible for performing the installation service.

This Service must be purchased in conjunction with Onsite PC Installation (1 per device).

Dell responsibilities

- Dell will develop a schedule for each End User by day and location of the scheduled installation based on, and incorporated into, the deployment plan agreed to by Dell and the Customer.
- Dell will notify each End User, via email, their scheduled day/date and send email reminders of their upcoming deployment according to the Deployment plan.
- To a reasonable extent, Dell will update the schedule for each End User including the day and location of the scheduled installation based on requests to reschedule from the End User.
- Dell will coordinate with onsite technicians to meet the scheduled installation day
- Dell will provide a list of End Users who have not confirmed their appointment to the Customer's designated contact as necessary

Customer responsibilities

It will be the Customer's responsibility to:

- Customer must appoint at least one contact to serve as their designated contact for the deployment schedule, preferably on premise.
- Must provide the End User contact information, including but not limited to; names, phone number, and email address using the Excel template (provided by the Dell SPOC) to incorporate it into the deployment plan.
- Customer must advise their End Users that Dell will be in contact to schedule their deployment prior to Dell attempting to schedule installations
- Customer designated lead must communicate any requests made to them to reschedule to Dell.
- Customer must work with Dell to coordinate installation with any End User who is unresponsive to Dell's attempts to schedule the installation
- Once the deployment and End User schedule are finalized, customer is responsible for ensuring availability of the End User or identifying an alternative End User if the scheduled End User is unavailable.
- Customer must purchase this Service in conjunction with Onsite PC Installation (1 per device)
- 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 Dell Supported Product(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.

Additional Provisions

- End User schedule will be considered finalized 8 days prior to the scheduled day
- Charges may apply for schedule changes requested with less than 7 days' notice. If Dell is unable to accommodate requested schedule changes, additional Rescheduling or Cancellation fees may apply.
- Requests to reschedule made less than 5 days in advance may not be able to be honoured
- Additional fees may be charged for any End Users who are unavailable on their scheduled installation day.
- Customers may request prioritization of End Users
- Once the schedule is finalized, any revisits required, rescheduling, or other changes to the Deployment plan may result in additional fees to the Customer.
- Dell technicians will make every effort to maintain the communicated schedule, however if, due to unforeseen circumstances, Dell reserves the right to adjust the schedule.
- Not available for ThinClient devices

Excluded Services

- Scheduling an End User at a specific time of day
- Phone as the primary End User contact method, phone may be used to contact select End Users at Dell's discretion.
- Onsite scheduling resources and installation technicians are not responsible for maintaining or updating schedules
- Any activities other than those specifically set forth in this Service Attachment

Attachment 10

Offsite Trash Removal

If a customer purchases this Offsite Trash Removal Service, Dell will remove packaging and material of the systems and peripherals being deployed. This Service does not include the removal of system(s) being replaced (the “Legacy Systems”). Service must be delivered in conjunction with Onsite Installation services.

Customer must purchase this Service in conjunction with Onsite PC Installation (1 per device).

Customer responsibilities

Customer needs to provide Dell with advance notice if Customer needs to retain any packaging.

Provide Dell with any specific trash removal requirements on how the packaging is removed from the Customer’s facility.

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 Dell Supported Product(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.

Excluded Services

Dell will not dispose of legacy system or peripherals.

Attachment 11

Onsite Additional Technician Time

This Service option provides the Customer with additional technician time as part of Onsite PC Installation Service (the “Onsite Additional Technician Time”) as set forth more specifically in this Attachment 11. Technician time is tied to a specific PC.

Onsite Additional Technician Time Features

- Technician to perform Customer-directed client deployment activity for a predetermined period of time (e.g. post-installation onsite support)
- Additional technician time will be provided with same skill-set level as that used in Onsite PC Installation Service
- Onsite Additional Technician Time is defined as one additional hour of a technician’s time.
- For activities on a per unit (box, tied) basis

“Onsite Additional Technician Time” can be used to cover the following:

- Monitor Setup
- Staging
- Peripheral installation
- Configuration of PC & monitor
- Customer questions related to the installation

Corresponding Services

Customer must purchase this Service in conjunction with Onsite PC Installation (1 per device).

Service Requirements

In order to execute this Service, the following conditions must be met:

Customer must purchase this Service in conjunction with Onsite PC Installation (1 per device). Scheduling of Onsite Additional Technician Time will be contiguous with the Onsite PC Installation service for the system it was purchased with, at a single deployment site, and must occur in the same business day.

Excluded Services

- Non-client deployment-related activities, or any Services which a client deployment technician would not be qualified to perform
- Provision of any software or hardware.
- Any activities other than those specifically set forth in this Service Attachment 11

Customer Responsibilities

Customer agrees to the following specific responsibilities:

- Review desired Services during service review with the Dell designated representative
- Provide detailed instructions to the Dell technician once at the Customer’s onsite location
- Keep activities to the allotted time frame of Onsite Additional Technician Time
- 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 Dell Supported Product(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.

Attachment 12

Onsite Data Migration

Service Overview

The Onsite Data Migration Service provides for the migration of data, from Legacy System (an existing local computer), to a new Dell Supported Product (the “Data Migration Service” or “Data Migration Services”) as set forth more specifically in this Service Attachment. This Service is delivered during and in coordination with a new system installation process.

Data Migration Service Features

- Capture user data and settings from each of the Customer’s system(s) being replaced by the Supported Product(s) (the “Legacy system”) based on requirements defined during the site survey.
- Migrate data associated to domain user profiles to the new Supported Product(s)
- Data migration can be performed in various ways:
 - Directly from Legacy System to new Supported Product over a standard network cable
 - Directly from Legacy System to new Supported Product over the customer’s network
 - From Legacy System to a customer-provided storage location (file share or USB/external drive), then from storage location to the new Supported Product
- Upon completion of migration the Dell technician will confirm and/or report integrity of the migration

Service Requirements

- Customer must purchase this Service in conjunction with Onsite PC Installation (Attachment 8) (1 per device)
- Data Migration services must be delivered in conjunction with Onsite PC Installation service
- Data Migration services will be performed by Dell using the data migration tool.
- Schedule of migration and installation services must be coordinated within the same project scope and using the onsite Dell personnel
- During multiple PC installations technicians will be migrating data on multiple PCs concurrently.
- Dell assumes that there are no factors limiting the transfer speed of the Legacy system to the replacement system, including but not limited to:
 - Poor hard drive performance due to bad sectors, less than 5400 rpm speeds, or excessive fragmentation
 - Customer configured settings limiting transfer speeds, such as forcing all Network Interface Cards (NICs) to a slower speed than their optimal speed
 - Processes running on the legacy system
 - Not using CAT5e network cable for use on Gigabit NICs for any network related migrations
 - Not using USB 3.x Ports and External Hard Drives (USB2.0 minimum)

Excluded Services

- Transferring more than 100 GB of data if delivered in conjunction with an onsite system installation event
- Data Migration using tools other than the tools Dell designates for the performance of the Service by Dell’s personnel and the fulfilment of Customer’s obligations
- User profiles for local accounts (not in a domain) will not be migrated.
- Migrating data for user accounts to alternate domains is not supported
- De-installation or re-installation of any existing products or software applications.
- Any recovery of data, including disaster recovery.
- Separate scheduling of migration and installation services.
- Transferring applications or scripting for application installations at the system.

- The tool will not move / copy applications or software.
- Any activities related to network infrastructure configuration or troubleshooting.
- Any activities other than those specifically noted in this description of the Data Migration service feature in this Attachment 12.

Customer responsibilities

It will be the Customer's responsibility to:

- Comply with the customer responsibilities of the Onsite PC Installation Service (Attachment 8)
- If desired, Customer shall provide a 3.x USB/external media for transferring data
- 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 this Service.
- Customer will ensure timely communication between Customer and Dell, including any scope-related questions or requests. Customer shall provide a list of key contacts at project kick off to work with Dell. Key contacts will be responsible for communication and managing project deliverables with Dell.
- Customer will provide access to technical and business points of contact as required for matters related to the scope of Service. Key contacts will attend meetings and deliver timely decisions and information as necessary for Dell to perform Service.
- Any remediation required of the source storage array environment is the Customer responsibility, except for Dell supported storage platforms with valid support warranty (ies).
- Customer is responsible for any configuration of the source storage array, unless otherwise specified in this Service.
- Customer is responsible for bringing applications into a production state after offline migration.
- Customer is responsible for shutting down host/server applications prior to start of offline data migration.
- Legacy system must be available and fully operational for any services to be performed on the Legacy system
- Customer will provide any relevant as-deployed data on the Legacy System to plan for the service fulfilment. This may be done by phone, email or using Dell's deployment tools. Customer will also provide site and (as applicable) scheduling information for each of the Customer's deployment sites to ensure all critical details specific to the site are provided to Dell prior to Services beginning.

Additional Terms and Conditions

- Reasonable attempts will be made to transfer the Customer's data; however, if after 3 attempts the transfer is deemed unfeasible by Dell, then the Service may not be performed.
- If it is determined that there are elements of the Customer's environment or hardware that are limiting the transfer speed and extending the time required by the technician, Dell will work with the Customer to mitigate those issues. Based on Dell's determination, Customer may incur additional charges through the Change Control process.
- For security reasons, Dell will not introduce USB/external media into the Customer's environment. If required (for either data migration or DMT installer), the Customer must provide their own USB/external media.
- 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 Dell Supported Product(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.

Attachment 13

Onsite Application Installation

If a customer purchases Onsite Application Installation, Dell will assist Customer with installation of up to five (5) certain software applications or modify select operating system settings in connection with their installation of new Supported Products. Installation of applications will take place onsite, during the deployment of new assets.

Dell will work with Customer to document and capture Customer's application installation requirements through the work instructions (via email to SPOC). Customer validates accuracy and verifies requirements by reviewing and approving the specifications through email from SPOC

Customer responsibilities

It will be the Customer's responsibility to:

- Provide the script, USB or CD/DVD required to perform the application installation
- Create, test and verify that the software application and operating system settings operate according to the Customer's needs on the supported hardware platform(s) that will be purchased.
- Complete, validate accuracy and verify requirements by reviewing and approving work instructions via email with SPOC.
- All necessary licensing, adequate quantity of installation media and installation instructions will be provided to Dell technicians upon arrival.
- Customer has all necessary license and use rights for the software that is being installed – Dell will not confirm compliance
- Dell must be able to leverage Customer's network to perform the Services if required for application installation
- 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.
- Network infrastructure is stable across all Customer sites.
- Customer ensures all software applications are certified, operational, and compatible with the new Client System configuration and operating systems.
- Customer must purchase this Service in conjunction with Onsite PC Installation (1 per device)
- 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 Dell Supported Product(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.

Service Limitations

- Desktop/Notebook Operating System is Microsoft Windows 7, or Windows 8, Windows 10 [or applicable later version]
- 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 must be delivered contiguously with the onsite installation service for the system it was purchased with (Onsite PC Installation – Attachment 8), at a single deployment site, and must occur in the same business day. Any unused application installation cannot be credited, refunded, or transferred
- Not available for ThinClient devices
- Dell will not make more than 3 attempts to install the software applications.

Attachment 14

Remote PC Installation

Services Overview

This Remote PC Installation Service provides remote assistance with the installation and connectivity of a new Client System (PC purchased from Dell's Supported Product list) or Legacy System (Customer's existing PC replaced by new Client System) and if applicable, accompanying desktide peripherals as well as the transfer of end user files and system settings, and installation of Customer provided software (the "Remote PC Installation"), if also included on the Customers invoice.

Corresponding Services

- Remote Data Migration
- Remote App Installation

Services Review

Dell will work with the Customer to review the scope of Services purchased. As applicable, Dell will also collect relevant as-deployed data on the Legacy System to plan for the service fulfillment. This may be done by phone, email or using Dell's deployment tools. Dell will also work to collect site and (as applicable) scheduling information for each of the Customer's deployment sites to ensure all critical details specific to the site are provided to Dell prior to Services beginning.

Remote PC Installation Features

Assistance with the Installation of the Client System

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

Assistance with Connectivity for Client System

- Assistance with booting the new Client System and verifying network connection for Customer's network connected devices
- Assistance with logging on to the new Client System using Customer-provided user ID and password
- If the Customer needs any of the items/actions below, the Customer must notify Dell of these requirement needs (via assigned SPOC):
 - Assistance with the reconnection of existing or installation new of external desktide peripherals to Client System 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 of Client System to workgroup. Client System 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 Client System
- Restore network file sharing
- Brief and basic orientation on the primary functions of the new Client System

Settings Transfer

- Transfer of common end-user personalization and settings from the Customer's Legacy System
- Transfer of settings associated to user profiles to the new Client System(s)
- Transfer of common application settings

Assistance with the De-installation of Legacy System

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

Service Requirements

In order to execute this Service, the following conditions must be met:

- Customer must purchase an individual Remote PC Installation Service for each Client System to be installed
- The customer must have phone and reliable internet access
- Legacy System must be available and fully operational for any Services to be performed on the Legacy System
- If the Customer has purchased "Remote Data Migration Service" (Attachment 16), the schedule of the migration with installation services will be coordinated within the same project scope and, wherever possible, using the same remote technician
- Client System must have the operating system preloaded or already installed

Excluded Services

- Setting up a new network
- Joining specific Organization Units within Active Directory; computers will be joined to the default Computers container
- Providing or running custom scripts to join domain
- Troubleshooting errors associated to the native Windows domain join process
- Setting up or configuring Active Directory
- Transfer of data in a separate event
- Data and settings transfer using tools other than the tool(s) Dell designates for the performance of this Service by Dell's personnel
- Transferring data for user accounts to alternate domains
- Any data migration (if needed, Customer can purchase "Remote Data Migration Service" (Attachment 16))
- Any backup of data or recovery of data, including disaster recovery
- Separate scheduling of the transfer and installation services
- Scripting for application installations
- Transferring of applications or software. Software applications will be installed/reinstalled and not transferred
- Installation of operating system software
- Customization and/or personalization of software (beyond what is required to ensure software is properly installed)
- Transferring data from or to non-Windows based operating systems

- 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 14

Customer Responsibilities

Customer agrees to the following specific responsibilities:

- Prior to the start of this Service, provide all critical and relevant information needed for Dell to provide this Service in a timely manner
- 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 Client System to domain) within Active Directory to enable the domain join prior to scheduled deployment date
- 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.
- Provide domain account credentials with rights necessary to join a computer to the default Computers container in Active Directory
- Supply all applicable drivers for hardware installation
- Ensure the Legacy System is available and fully operational for any Services to be performed on Legacy System
- 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.
- Provide any and all software licensing required and provide the technician with an adequate quantity of installation media and installation instructions
- As required for application installation, grant technician access to the Customer's network to perform the Services
- Customer's network meets a minimum standard ethernet 100Mbps switched subnets, and provides 5-10 Mbps throughput at the Client System
- Maintain a stable network infrastructure across all Customer sites
- Ensure the Client System is attached to a local area network and has reliable Internet access
- If external media is required, the Customer must provide USB/external media
- If applicable, provide cloud storage, external drive or media
- Purchase corresponding Remote Services add-ons, if required

Additional Terms and Conditions

- Customer caused delays which prevent Dell from performing the Remote PC Installation Service may be subject to additional charges.
- 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 Dell Supported Product(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.

Attachment 15

Remote Application Installation

Services Overview

If a Customer purchases this Remote Application Installation Service, Dell will assist Customer with installation of up to five (5) certain software applications or modify select operating system settings in connection with their installation of new Dell Supported Product(s). Installation of applications will take place remotely, during the remote deployment of new assets. This Service must be purchased in conjunction with Remote PC Installation Service (Attachment 14) (1 per device).

Dell will work with Customer to document and capture Customer's technical requirements through the work instructions (via email to SPOC). Customer validates accuracy and verifies requirements by reviewing and approving the specifications through email from SPOC

Corresponding Services

- Remote Data Migration

Customer responsibilities

It will be the Customer's responsibility to:

- Provide the script, USB or CD/DVD (end user must be in possession of physical media) required to perform the application installation
- Create, test and verify that the software application and operating system settings operate according to the Customer's needs on the supported hardware platform(s) that will be purchased.
- Complete, validate accuracy and verify requirements by reviewing and approving work instructions via email with SPOC.
- All necessary licensing, adequate quantity of installation media and installation instructions will be provided to Dell technicians as required.
- Customer has all necessary license and use rights for the software that is being installed – Dell will not confirm compliance.
- Dell must be able to leverage Customer's network to perform the Services if required for application installation
- 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.
- Network infrastructure is stable across all Customer sites.
- Customer ensures all software applications are certified, operational, and compatible with the new Client System configuration and operating systems.
- Customer must purchase this Service in conjunction with Remote PC Installation Service (1 per device)
- 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 Dell Supported Product(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.

Service Limitations

- Desktop/Notebook Operating System is Microsoft Windows 7, or Window 8, Windows 10 [or applicable later version]
- 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 must be delivered contiguously Remote PC Installation (Attachment 14) for the system it was purchased with, at a single deployment site, and must occur in the same business day. Any unused application installation cannot be credited, refunded, or transferred
- Not available for ThinClient devices
- Dell will not make more than 3 attempts to install the software application.

Attachment 16

Remote Data Migration

Services Overview

This Remote Data Migration Service provides for the transfer of end-user data from the Legacy System to the new Client System (the “Remote Data”), as set forth more specifically in this Attachment. This Service must be purchased in conjunction with Remote PC Installation (Attachment 14) (1 per device).

Services Review

Dell will work with the Customer to review the scope of Services purchased. As applicable, Dell will also collect relevant as-deployed data on the Legacy System to plan for the service fulfillment. This may be done by phone, email or using Dell’s deployment tools. Dell will also work to collect site and (as applicable) scheduling information for each of the Customer’s deployment sites to ensure all critical details specific to the site are provided to Dell prior to Services beginning.

Data Migration

- 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 Client System(s) or customer provided cloud storage, external drive or media
- Upon completion of the transfer the technician will confirm and/or report integrity of the transfer

Corresponding Services

Remote Data Migration is available for purchase with the following:

- Remote PC Installation

Service Requirements

In order to execute this Service, the following conditions must be met:

- Remote Data Migration services must be delivered in conjunction with Remote PC Installation service
- Legacy System must be available and fully operational for any Services to be performed on the Legacy System
- The customer must have phone and reliable internet access
- Schedule of the transfer with installation services will be coordinated within the same project scope
- Client System must have the operating system preloaded or already installed

Excluded Services

- Transfer of data in an event separate from the corresponding Remote PC Installation Service event
- Transferring more than 100GB of Data
- Data and settings transfer using tools other than the tool(s) Dell designates for the performance of the Service by Dell’s personnel
- Transferring data for user accounts to alternate domains

- Any backup of data or recovery of data, including disaster recovery
- Separate scheduling of the transfer and installation services
- Scripting for application installations
- Transferring of applications or software. Software applications are installed/reinstalled and not transferred
- Installation of operating system software
- Customization and/or personalization of software (beyond what is required to ensure software is properly installed)
- Transferring data from or to non-Windows based operating systems
- 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 16

Customer Responsibilities

Customer agrees to the following specific responsibilities:

- Comply with the customer responsibilities of the Remote PC Installation Service (Attachment 14)
- Customer's network meets a minimum standard ethernet 100Mbps switched subnets, and provides 5-10 Mbps throughput at the Client System
- Maintain a stable network infrastructure across all Customer sites
- Ensure the Client System is attached to a local area network and has reliable Internet access
- If external media is required, the Customer must provide own USB/external media
- If applicable, provide cloud storage, external drive, or media
- Provide relevant as-deployed data on the Legacy System to plan for the service fulfillment. This may be done by phone, email or using Dell's deployment tools
- 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 Dell Supported Product(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

Additional Terms and Conditions

- Reasonable attempts will be made to transfer the Customer's data; however, if after 3 attempts, the transfer is deemed unfeasible by Dell, then the Service may not be performed
- If it is determined that there are elements of the Customer's environment or hardware that are limiting the transfer speed and extending the time required by the technician, Dell will work with

the Customer to mitigate those issues. Based on Dell's determination, Customer may incur additional charges through the Change Control process.

Attachment 17

Asset Recovery Services: Asset Resale and Recycling

Can be purchased in combination with:

- Any ProDeploy Flex for Client Suite service

Introduction

Dell Technologies Services (“Dell”) is pleased to provide Asset Recovery Services (the “Service(s)”) in accordance with this Service Attachment (“Service Attachment”).

The Scope of This Service

This service provides an environmentally appropriate and convenient way to dispose of unwanted ~~or out of lease equipment~~. All equipment is managed in accordance with the [Dell Electronic Disposition Policy](#) and the [Dell Media Sanitization of Data Storage Devices statement](#).

This Service Description applies to the following Asset Recovery Services options for both Dell and non- Dell branded client and server equipment:

Options for Customers-owned equipment:

- **IT Asset Resale and Recycling Service with Offsite Data Sanitization (Expires 4 years from date of purchase) – no unit minimum required:** Recommended for customers who own their equipment and would like to responsibly dispose through resale or recycling. Customer must remove sensitive and personal data prior to shipping. Service includes shipping, processing, detailed disposal reporting, confirmation of disposal, and payment if there is residual value recovered on the equipment returned.
- **All the Services:** also include a single point of contact for easy customer management (“Recovery Manager”) and access to the Dell Self-Service Portal.

Except to the extent applicable law requires otherwise, you may only use this Service during the 4-year (as indicated above) period following the date of your original purchase (“Expiration Date”). The original purchase date is defined as the earlier of the date of the invoice for the Service or order confirmation from Dell. Dell’s delivery of the Service will be deemed satisfied after the Expiration Date even if you do not use this Service.

Dell Self-Service Portal Access

Customers purchasing Asset Recovery Services gain access to the Dell Self-Service Portal. Through the portal, Customers can view and perform tasks associated with their purchased Service, which include but are not limited to:

- Receive appraised values
- View service credits
- Schedule & track services
- View and download reports
- Request payment for recovered residual value on equipment resold under this Asset Resale and Recycle Service

All Customer Asset Recovery Service details corresponding to the Service(s) purchased and used by Customer will be accessible through the Dell Self-Service portal.

A Customer’s use of the Dell Self-Service Portal is subject to the Dell Self-Service Portal Terms

of Use (“Terms of Use”) that correspond to the Asset Recovery Services option purchased by the Customer.

The Terms of Use agreed to by Customer include, but are not limited to: (1) the Customer’s obligation to review, acknowledge and approve specifications for the supported Service; and (2) the disclaimers of liability by Dell and/or assumption of liability by Customer for any aspects of use of the Customer Self- Service Portal that Customer accepts pursuant to the Terms of Use presented to Customer via the Dell Self-Service Portal.

Deliverables

The following is provided as part of the Service:

- **Access to the Dell Self-Service Portal**, granting the Customer the ability to:
 - **Obtain Value Appraisals:** customer can see an estimated value of retiring equipment
 - **View Dashboard:** complete view of all available service credits, recent activities, and pending actions
 - **Schedule Service:** customer can schedule services for their location, desired date, and time within business hours.
 - **Track Service:** Customer can see status of each service including scheduled, pending, in progress, and completed services.
- **Logistics and packaging:**
 - More than 20 pieces of equipment: Dell provides logistics and packaging through freight providers
 - Less than 20 pieces of equipment: Dell provides logistics through parcel service providers
- **Processing:** For Resale/Recycle Service processing includes auditing full chain of custody from shipping to delivery at processing facility, functional testing, cosmetic grading, data sanitization aligning to the NIST SP 800-88r1 standard, and resale value evaluation.
- **Reporting:** Customer can view and download reports on orders, service credit availability, schedules, and value recovery appraisals. Additional reporting for the following Services will also be available, within the online portal:
 - Resale and Recycling will include equipment disposition reports and confirmation of disposals
- **Payment:** When Customer is eligible to receive value for equipment resold, Customer will have the ability to request payment for electronic fund transfers through the Dell Self-Service Portal. Value Recovery funds are net of applicable taxes, and each party shall pay all sales and goods and services taxes owing in respect of the amounts payable by it hereunder.

Exclusions

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

- 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 Customer.

Offer-Specific Customer Responsibilities

Customer agrees to meet the following specific responsibilities and acknowledges that failure to meet these responsibilities may negatively affect Dell Technologies Services’ ability to perform

the Service:

- **Resale/Recycle Service.** Prior to service, the Customer shall:
 - For Freight Service (more than 20 pieces of equipment): Declare, at time of scheduling, any Site access issues, security restrictions, union labor requests, certificate of insurance requirements, dock restrictions or time restrictions.
 - For Parcel Service (less than 20 pieces of equipment): Pack and seal each piece of equipment in a separate box using appropriate packing materials to ensure equipment is protected against damage during shipment to Dell, and use a printed label provided through the customer portal.
 - Complete a commercial invoice for any country as required by Dell.
 - Remove all confidential, proprietary, sensitive, or other non-public data and any third-party software from any and all equipment (e.g. hard drives that failed the Data Sanitization, etc.) which was not identified by Dell on the data sanitization summary as being successfully data sanitized (“PASS”).
 - Remove/disable all passwords and other access security features and terminate any theft deterrent or laptop tracking software contained within such equipment.
 - Terminate or transfer all licenses associated with third party software contained on equipment.
 - Remove from equipment and retain all loose data storage media (e.g. USB key, SD card, etc.).
 - Remove from all printers any ink and toner cartridges.
 - Verify the consolidated equipment contains only computer hardware and no other content such as appliances, office equipment, biohazard waste, biohazard equipment, materials, packaging or boxes.
 - Verify equipment is complete and properly assembled and includes all associated accessories or peripherals that are being returned to the leasing agency and to maximize your value return for products being resold.
 - Unplug/un-rack/unpack/unbox all equipment and clearly segregate such equipment from equipment not for shipping (please note: if equipment is packed or boxed by the Customer prior to shipping, Dell may require the shipping to be rescheduled at the Customer’s expense, or Customer can sign a Customer Pack Waiver to allow shipping of equipment packed or shrink wrapped by Customer).
 - Consolidate the equipment at each site (including the equipment that have been successfully data sanitized) in a central location which is reasonably accessible by Dell’s logistics provider; and
 - Provide a site representative to direct Dell’s logistics provider to the equipment to ensure correct equipment is removed.
 - De-register equipment and other associated systems from Windows Autopilot, where applicable.

- **Customer Warranty.** The Customer represents and warrants as follows:
 - The Customer has good and marketable title to the equipment free and clear of all liens, claims and encumbrances of any kind for owned assets.
 - The Customer has removed all confidential, proprietary, personal, sensitive and other non- public data and any third-party software from all equipment, which was not identified by Dell on the data sanitization summary as being successfully sanitized (“PASS”).
 - The Customer is duly authorized to sell such equipment and that such sale shall not result in a breach by the Customer of any agreement or judgment binding upon the Customer.
 - Unless otherwise disclosed by Customer and acknowledged by Dell in writing prior to shipping, the equipment will be operating to the manufacturer’s published specifications upon delivery to Dell; and
 - The Customer is responsible for and has complied with the health and safety requirements and obligations applicable to it in relation to the Site(s) to which Dell or its providers are given access by the Customer, including the Data Sanitization

Workspace.

If the Customer breaches any of its obligations or warranties outlined in this Service Description, Dell shall not be obligated to provide the Services or be liable for any damages resulting from the Customer's breach. Alternatively, the Customer may incur additional fees and expenses for any resulting additional time or materials, loss or damage incurred by Dell or its providers.

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 Dell Supported Product(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.

Customer agrees to fully indemnify, defend and hold Dell harmless and pay for all costs and fees arising from any claim or liability or legal obligation in connection with any data that is contained or may possibly be accessed on the equipment ("Data") including without limitation (i) any claim that Data was accessed improperly or not maintained in a secure manner or (ii) any obligation or liability arising from any law or regulation concerning the security or protection of stored or transmitted data or personal information.

Pricing and Payment Terms

The Customer will be charged on a per piece of equipment basis.

Miscellaneous items will be aggregated, weighed, and billed at the rate of one piece of equipment for every 40 lbs. or 18 kg of weight. Miscellaneous items include:

- External computer components (e.g. cables, peripherals, external drives, keyboards, mice, docking stations)
- Loose internal computer components
- Non-computer related parts (e.g. telecom, DVD/DVR)

The Customer hereby agrees to pay the price for each piece of equipment per the applicable Dell order confirmation, as well as any additional fees and costs set forth in this Service Description. The Customer acknowledges and agrees that Dell shall be entitled to offset amounts due to Dell from Customer under this Service Description against the amounts otherwise payable by Dell to the Customer hereunder.

Additional Fees

Customer will be charged additional fees based on the following, the amount for which will be provided in a separate quote generated by Dell:

- Services rendered by Dell for equipment in excess of the amount ordered will be

- billed at the per piece price for the associated Service.
- Piece(s) of equipment weighing more than 40 lbs. or 18 kg may incur additional transportation fees.
- For freight service or any onsite services where the unit minimum requirement is not met, additional fees will be incurred. Service in offshore territories, islands and other remote or indirect locations will incur additional fees.
- Service at sites that:
 - Are access or vehicle restricted
 - Require union labor
 - Have restricted appointment availability or,
 - Require appointment outside of normal Business Hours
- If the Customer, the site and/or the equipment, does not conform to the requirements set forth in this Service Description, the applicable Services may need to be rescheduled and/or additional fees will apply.
- Failed service appointment attempts by Dell's logistics provider where the Customer or equipment is not ready at the agreed upon date of the appointment may result in additional fees.
- Costs incurred if incorrect equipment is identified for shipping.
- ~~Cost incurred if delivery address provided for return to lease is incorrect.~~
- ~~Hard Drive removal or equipment dismantle requests during the Onsite Hard Drive Shred Service.~~

Important Additional Terms

Title and Risk of Loss

Dell or Dell's logistics provider will bear the risk of loss or damage to the equipment after departure from the appointment location. Title will be deemed to pass to Dell or Dell's logistics provider upon receipt and possession of the equipment by Dell or Dell's logistics provider.

Liability

As it relates specifically to the Services provided under this Service Description only, and despite any conflicting terms in the Agreement, the following terms and conditions apply:

DELL'S AND ITS SERVICE PROVIDERS' LIABILITY FOR SERVICES PROVIDED IN ACCORDANCE WITH THIS SERVICE DESCRIPTION, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH LIABILITY, WILL BE AT ALL TIMES SUBJECT TO THE FOLLOWING LIMITATIONS AND EXCLUSIONS:

1. DELL SHALL HAVE NO LIABILITY (WHETHER IN CONTRACT, TORT OR OTHERWISE) FOR THE SECURITY OR CONFIDENTIALITY OF DATA RESIDING ON EQUIPMENT EXCEPT FOR THE UNAUTHORIZED DISCLOSURE OF DATA FROM A SYSTEM HARD DRIVE WHICH DELL AND/OR ITS SERVICE PROVIDERS FAILED TO PROPERLY PERFORM THE DATA SANITIZATION AT CUSTOMER'S SITE IN ACCORDANCE WITH THE PROCESSES SET FORTH HEREIN AND SUBSEQUENTLY CERTIFIED SUCH HARD DRIVE AS BEING SUCCESSFULLY SANITIZED ON THE DATA SANITIZATION SUMMARY. IN SUCH CASE DELL SHALL BE LIABLE TO CUSTOMER FOR DIRECT DAMAGES RESULTING FROM SUCH DISCLOSURE UP TO AN AMOUNT NOT EXCEED, IN THE AGGREGATE, THE TOTAL AMOUNT OF FEES PAID OR PAYABLE BY CUSTOMER UNDER THIS SERVICE DESCRIPTION WITHIN A CALENDAR YEAR.

DELL'S MAXIMUM AND SOLE LIABILITY (WHETHER IN CONTRACT, TORT OR

OTHERWISE) ARISING OUT OF OR IN CONNECTION WITH ANY CLAIM FOR LOSS OF ANY PHYSICAL ITEM OF EQUIPMENT SHALL IN NO EVENT EXCEED THE VALUATION THEREOF SET OUT IN THE CUSTOMER'S VALUE APPRAISAL, OR A VALUE OTHERWISE REASONABLY DETERMINED BY DELL USING INDUSTRY STANDARD EVALUATION METHODS.

Supplemental Terms & Conditions

1. **Term of Service.** This Service Attachment 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 Technologies Services and Customer, purchases of Services under this Service Description must be solely for Customer's own internal use and not for resale or service bureau purposes.
2. **Important Additional Information**
 - A. **Rescheduling.** Once this Service has been scheduled, any changes to the schedule must occur at least 8 calendar days prior to the scheduled date. If Customer reschedules this service within 7 days or less prior to the scheduled date, there will be a rescheduling fee not to exceed 25% of the price for the Services. Any rescheduling of the Service will be confirmed by Customer at least 8 days prior to commencement of the Service.
 - B. **Payment for Hardware Purchased With Services.** Unless otherwise agreed to in writing, payment for hardware shall in no case be contingent upon performance or delivery of services purchased with such hardware.
 - C. **Commercially Reasonable Limits to Scope of Service.** Dell Technologies Services may refuse to provide Service if, in its commercially reasonable opinion, providing the Service creates an unreasonable risk to Dell Technologies Services or Dell Technologies Services' Service providers or if any requested service is beyond the scope of Service. Dell Technologies Services 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 Technologies Services and will vary by Customer location. Optional services may require a separate agreement with Dell Technologies Services. In the absence of such agreement, optional services are provided pursuant to this Service Description.
 - E. **Assignment and Subcontracting.** Dell Technologies Services may subcontract this Service and/or assign this Service Description to qualified third party service providers who will perform the Service on Dell Technologies Services' behalf.
 - F. **Cancellation.** Dell Technologies Services 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 onsite technician; or
 - Customer fails to abide by all of the terms and conditions set forth in this Service Description.

If Dell Technologies Services cancels this Service, Dell Technologies Services 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 Services sends notice of cancellation to Customer, unless local law requires other cancellation provisions that may not be varied by agreement. If Dell Technologies Services cancels this Service pursuant to this paragraph, Customer shall not be entitled to any refund of fees paid or due to Dell Technologies Services.

- G. **Geographic Limitations and Relocation.** This Service is not available at all locations. Service options, including service levels, technical support hours, and onsite 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.

Attachment 18

Connected Provisioning

Service Overview

The Dell Connected Provisioning service provides the ability for the Customer's client systems to be configured using their Unified Endpoint Management (UEM) solution via a secure internet connection within the Dell supply chain. Customer will be able to complete configuration tasks inside Dell facilities that otherwise could only be performed once the system is received by the Customer and connected to the internet.

Dell Self-Service Portal Access

Customers purchasing Connected Provisioning Services gain access to the Dell Self-Service Portal. Through the portal, Customers view and perform tasks associated with their purchased Service, which include but are not limited to:

- Create and Manage End User's Profile
- Assign Profile to orders
- Access to order visibility

All Customer Connected Provisioning details corresponding to the Service(s) purchased and used by Customer will be accessible through the Dell Self-Service portal.

A Customer's use of the Dell Self-Service Portal is subject to the Dell Self-Service Portal Terms of Use ("Terms of Use") that correspond to the Connected Provisioning option purchased by the Customer.

The Terms of Use agreed to by Customer include, but are not limited to: (1) the Customer's obligation to review, acknowledge and approve specifications for the supported Service; and (2) the disclaimers of liability by Dell and/or assumption of liability by Customer for any aspects of use of the Customer Self-Service Portal that Customer accepts pursuant to the Terms of Use presented to Customer via the Dell Self-Service Portal.

Service Procedures & Dell Responsibilities

This Connected Provisioning Service works together with other compatible Services in this Service Description and may be purchased on select Dell Supported Products.

Systems will be loaded with a clean Microsoft Windows Professional operating system and Dell factory production drivers will be injected.

Systems will automatically be registered with the Customer's endpoint management environment prior to internet connection using inputs provided by the Customer. Customer is responsible for providing necessary and relevant inputs to Dell via a Dell portal or B2B connections (including, but not limited to Organizational name, Tenant ID and Group information). Customer is responsible for ensuring the accuracy of these inputs, and failure to provide accurate inputs may delay processing of Customer's order for the Services and Supported Products.

If required and supported, UEM agency needed to facilitate automated enrollment and provisioning for those endpoint management solutions will be installed prior to internet connection. Separate terms of use from Customer's UEM solution provider will apply to Customer's use of that UEM solution.

Dell will perform the following tasks for each new PC hardware system during Dell's Connected Provisioning service:

- Dell Technician will attach Customer's newly built and purchased PC hardware systems to the deployment environment via a wired ethernet connection.
- Dell Technician will then initiate the defined UEM provisioning process. Required touch time should not take longer than ten (10) minutes to start the deployment process with no further

Technician interaction required prior to process completion. The overall deployment process must not exceed four (4) hours.

- The Customer-managed UEM provisioning process will automatically configure systems based on their implementation of the solution.
- After the process is complete (Green Screen), the Dell Technician will prepare the PC for final shipment.
- In the event of a failure, (Red Screen), Dell will escalate to the Customer Contact to be investigated and rectified.

Customer orders will be placed via the Dell Sales process and flow through the standard Dell manufacturing process. Any additional supported Service(s) that the Customer selects and purchases will take place in the manufacturing process and are outside of this Connected Provisioning Service.

Customer shall defend, indemnify, and hold Dell harmless on demand from, any claim or action arising out of any Customer direction regarding the configuration of the Supported Products using the secure connection and the Connected Provisioning service, or any failure by Customer to comply with the terms, conditions and Customer responsibilities set forth in this Service Description. Customer hereby acknowledges and agrees that Dell is authorized to take all reasonable measures to protect the physical assets or any other aspect of the IT environment of Dell and/or any third parties that may be impacted by a security threat introduced by Customer into Dell's or such third parties' physical assets or IT environment(s).

Additional Provisions

The Service may be performed outside the country in which Customer and/or Dell is located. From time to time, and in compliance with the terms of the Agreement between Dell and Customer, Dell may change the location where Services are performed and/or the party performing the Service; provided however, Dell shall remain responsible to Customer for the delivery of Service. If any of the volumetric assumptions used by Dell and Customer to scope any Connected Provisioning Service are materially outside of the established requirements to complete performance of the Service (including Customer's forecasted unit volumes, average time to deploy per unit, and/or configuration factors requiring additional time on task), Dell may adjust the pricing and fulfillment capacity to reflect such changes.

Customer acknowledges and agrees that Customer is the data controller and data exporter of any data contained in any physical hardware provisioned by Customer's Unified Endpoint Management solution 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 Products 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.

Excluded Services

The following activities are excluded from the Service:

- Creation by Dell of any provisioning automation, or any other Customer content (“Customer Content”) on behalf of Customer.
- Support or maintenance for any Customer Unified Endpoint Management Solution or Customer Software by Dell, provided, however, that any Customer Unified Endpoint Management Solution that carries an active Dell support or maintenance contract will be serviced by Dell in accordance with the such active Dell support or maintenance contract.
- Client data migration services.
- The development of any intellectual property created solely and specifically for the Customer.
- Resolving Customer Unified Endpoint Management Solution issues or failures, and
- any other activity other than those specifically noted in this Service Description.

Connected Provisioning Customer Responsibilities and Technical Requirements

The Customer must meet or exceed the following requirements and responsibilities to purchase this service. Customer’s failure to provide any item or perform any task required by these Connected Provisioning Customer Responsibilities may delay or inhibit Dell from performing the Service.

- Service is contingent on Dell validation of Customer’s UEM provisioning solution. As part of validation Dell will work with Customer to collect and analyze information from Customer’s UEM environment relevant to their provisioning process.
- Customer will assign a single point of contact (“Customer Contact”) and technical UEM administrator points- of-contact (“Technical Contacts”) as required to support the sustainment of each regional Connected Provisioning environment.
- The contacts are required to have a working knowledge of the components to be considered during the Services and will provide support including, but not limited to, the following:
 - Customer Contact will have the authority to act on Customer’s behalf in all aspects of the Service including bringing issues to the attention of the appropriate persons within Customer’s organization and resolving conflicting requirements.
 - Customer Contact will ensure that any communication between Customer and Dell, including any scope-related questions or requests, are made through the appropriate Dell Connected Services Specialist.
 - Customer Contact will provide timely access to technical and business points of contact and required data/information for matters related to the scope of Service.
 - Customer Contact will ensure attendance by key Customer contacts at required meetings and deliverable presentations.
 - Customer Contact will obtain and provide necessary profile information, data, decisions and approvals.
- Customer is responsible for providing an appropriate and secure provisioning solution as defined in coordination with Dell during the solution scoping process.
- Customer is responsible for all maintenance, security, management, monitoring and support of the Customer Unified Endpoint Management solution, and Customer agrees that a support or maintenance issue related to the Customer UEM solution will excuse Dell of its obligation to perform the Service until such support or maintenance issue is resolved.
- Customer is responsible for setting up and managing a Unified Endpoint Management provisioning process ensuring that such process can be completed within four (4) hours and limits technician interaction to a maximum of ten (10) minutes for the purposes of initiating and completing the client system deployment.
- Customer’s changes to the provisioning specifications during fulfillment of the Service may not be applied to those systems that have already began the provisioning process.
- Customer is responsible for selecting one of the available Dell Windows Professional OS options via their profile.
- Any provisioning error caused by Customer's Unified Endpoint Management will be remedied by the Customer's technical point of contact in a timely manner. If the issue is not resolved in a timely manner, Dell reserves the right to cancel these abandoned orders.