

Support Services for EMC-Branded Products

This Service Description (“**Service Description**”) sets forth the terms governing the provision of Support Services on EMC-branded products provided to Customer during or after the applicable warranty period.

1. DEFINITIONS.

A. “Customer Support Tools” means any software or other tools made available by EMC to Customer to enable Customer to perform various self-maintenance activities.

B. “Documentation” means the then-current, generally available, written user manuals and online help and guides provided for Products.

C. “EMC Service Area” means the area that is within (i) one hundred (100) drivable miles of an EMC service location; and (ii) the same country as the EMC service location.

D. “Installation Site” means the ship-to address or other location identified on the quote or other document prepared by Dell as the site of installation and/or use of a Product, or a subsequent location approved by Dell.

E. “Maintenance Aids” mean any hardware, software or other tools, other than Customer Support Tools, used by Dell to perform diagnostic or remedial activities on Products.

F. “Products” mean “**Equipment**” (which is the EMC-branded hardware delivered by Dell to Customer) and/or “**Software**” (which is any programming code provided by Dell to Customer as a standard product, also including microcode, firmware and operating system software).

G. “Product Notice” means the Product and Services related information posted at the applicable EMC website at the time of the quote, currently located at http://www.emc.com/products/warranty_maintenance/index.jsp.

H. “Software Release” means any subsequent version of Software provided by Dell after initial Delivery of Software, but does not mean a new Product.

I. “Supplier(s)” means an entity (other than Customer) whose components, subassemblies, software and/or services have been incorporated into Products and/or Services.

J. “Time and Materials Service” means any maintenance or support service that is provided by Dell but not part of fixed-fee Support Services or other generally available service related offering from Dell using a pre-established fee, but which will be separately charged to Customer on a time and materials basis and may be made available under a separate set of Time and Materials Services Terms and Conditions.

2. SUPPORT SERVICES.

A. Scope. The contents of Support Services for each Product (the “**Support Option**”) are set forth in the Product Notice, and unless otherwise indicated in the Product Notice, consist of (i) using commercially reasonable efforts to remedy failures of Products to perform substantially in accordance with applicable product specifications; (ii) providing English-language (or, where available, local language) help line service (via telephone or other electronic media); and (iii) providing, or enabling Customer to download, Software Releases and Documentation

updates made generally available by Dell at no additional charge to other purchasers of Support Services for the applicable Product. Dell reserves the right to change the scope of Support Services on sixty (60) days prior written notice to Customer.

B. Additional Support. Dell reserves the right to charge for Support Services performed outside the time frames of the applicable Support Option as a Time and Materials Service. Except to the extent that Support Services are independent of the Equipment’s location, Dell will have no obligation to provide Support Services with respect to Equipment that is outside the EMC Service Area. Support Services do not apply to any Software other than the current and the immediately prior Software Release. Support Services are subject to then-current “End-of-Service-Life” policy for the respective Product. Dell shall have no obligation to provide Support Services for Software problems that cannot be reproduced at Dell’s facility or via remote access to Customer’s facility. Support Services do not include the supply of Equipment upgrades, if any, needed to utilize new features or functionality in a Software Release.

C. Exclusions. Support Services do not cover a problems that arise from (i) accident or neglect by Customer or any third party; (ii) any third party items or services with which the Product is used or other causes beyond Dell’s control; (iii) installation, operation or use not in accordance with Product instructions or the applicable Documentation; (iv) use in an environment, in a manner or for a purpose for which the Product was not designed; (v) modification, alteration or repair by anyone other than Dell or their authorized representatives; or (vi) in case of Equipment only, causes not attributable to normal wear and tear. Dell has no obligation whatsoever for Software installed or used beyond the licensed use, for Equipment which was moved from the Installation Site without Dell’s consent or whose original identification marks have been altered or removed.

D. Re-Instatement of Support. If Customer wishes to re-instate Support Services for a Product that is not then currently covered thereby, such re-instatement shall be subject to a certification at Dell’s then current Time and Materials Service rates and conditions. Once so certified, Support Services shall commence upon payment to Dell of (i) the charge for the above described Time and Materials Service; (ii) the amount Dell would have normally charged had Support Services been in effect during the period of the lapse or discontinuation; and (iii) the charge for the next twelve (12) months of the newly commenced Support Services.

3. CUSTOMER RESPONSIBILITIES.

A. Cooperation. Customer shall (i) promptly notify Dell when a Products fails and provide Dell with sufficient details so that the failure can be reproduced by Dell; (ii) allow Dell remote and on-site (when deemed necessary by Dell) access to the Product to provide Support Services; and (iii) furnish necessary facilities (which for on-site access

means suitable work space, computers, power, light, phone, internet network availability, software and equipment reasonably required by Dell), information and assistance required to provide Support Services.

B. Support Contacts. Unless a specific number of authorized contacts are indicated on the Product Notice, Customer shall designate in writing a reasonable number of authorized contacts, as determined by Customer and Dell, who shall initially report problems and receive Support Services from Dell. Each Customer representative shall be familiar with Customer's requirements and shall have the expertise and capabilities necessary to permit Dell to fulfill its obligations. A change to the authorized support contacts by Customer shall be submitted to Dell in writing.

4. ADDITIONAL TERMS.

A. Maintenance Aids and Spare Parts for Equipment.

Customer authorizes Dell to store Maintenance Aids and spare parts at the Installation Site and agrees that such are for use only by Dell authorized personnel. Customer shall not, and shall not authorize any third party to, make any use thereof. Dell is authorized, upon the conclusion of the Support Services or at any other time, upon reasonable notice to Customer, to enter the Installation Site, or to use remote means, to remove and/or disable Maintenance Aids and spare parts. Customer shall reasonably cooperate in this effort.

B. Customer Support Tools. EMC may choose to make Customer Support Tools available to assist Customer in performing various maintenance or support related tasks. Customer shall use Customer Support Tools only in accordance with terms under which EMC makes such available.

C. Equipment Replacements. All replaced Equipment (or portions thereof) shall become the property of Dell upon Customer's receipt of the corresponding replacement, and shall be returned promptly upon Dell's request. If such replaced Equipment is not so returned within fifteen (15) days after Dell's request, Customer shall pay Dell's then current spare parts list price therefore.

D. Data Security Options. Customer is fully responsible for the permanent erasure, of all information, including without limitation all personally identifiable and other protected information placed on, and by use of a method that does not cause damage to, any replaced parts or any other items that Customer provides to Dell for repair, trade-in, or disposal, before such items are returned to Dell, and for all costs associated with such erasure (descriptions and charges associated with Dell's then currently offered data erasure services are available on request). Dell is not responsible for any information contained on such items notwithstanding anything to the contrary herein.

E. Proactive Product Changes. Dell and/or EMC may, at its expense, implement changes to the Products upon reasonable notice to Customer (i) when such changes do not adversely affect interchangeability or performance of the Products; (ii) when Dell and/or EMC reasonably believes such changes are required for purposes of safety or reliability; or (iii) when Dell and/or EMC is required by law to do so. Customer shall give Dell reasonable access to the Products for such purpose.

F. Software Releases. Upon use of a Software Release, Customer shall remove and make no further use of all prior Software Releases, and protect such prior Software Releases from disclosure or use by any third party. Customer is authorized to retain a copy of each Software Release properly obtained by Customer for Customer's archive purposes and use as a temporary back-up if the current Software Release becomes inoperable. Customer shall use and deploy Software Releases strictly in accordance with terms of the original license for Software.

G. Change of Equipment Location or Configuration. Customer may change the Installation Site or configuration of a Product under Support Services by Dell only after written notice to Dell. If the new location is in a different country, such move is subject to Dell's prior written approval. Customer shall promptly notify Dell of any changes to the configuration, or movement of Equipment by anyone other than Dell. Dell reserves the right to inspect and evaluate the changes in configuration or location of affected Equipment at Dell's then current Time and Materials Service terms, conditions and rates. Additional charges, if any, related to changes in configuration or location of Equipment shall apply from the date the change took place.

H. Movement of Software. If Customer is current in the payment of the applicable Support Services fee, Customer may, to the extent technologically compatible, discontinue all use of the Software on the hardware or network environment for which it was originally licensed and begin the corresponding use thereof on a different Customer owned or controlled hardware or network environment provided that Customer (i) gives Dell advance, written notice of such move; and (ii) pays the applicable transfer and/or upgrade fee assessed by Dell for such a move (if any).

I. Remote Support Capability. As part of Support Services, Dell makes various remote support capabilities available for certain Products in accordance with its then current policies and procedures. Dell's warranty and Support Services fees are based on the availability and use of such remote support capabilities. Customer has the option to not activate or disable remote support capabilities, but it shall notify Dell thereof without undue delay. If Customer chooses to disable or to not activate the remote support capabilities, then, with regard to all Products affected by such disablement (i) Dell may assess Customer a surcharge in accordance with Dell's then current standard rates; and (ii) agreed response times or other agreed service levels (if any) shall no longer apply.

J. Alterations and Attachments to Equipment. Dell does not restrict Customer from making alterations to, or installing other products in or with, the Equipment at Customer's expense; provided Customer is responsible for any inspection fees and/or additional charges resulting from such activities. If the alterations or attachments prevent or hinder Dell's performance of Support Services, Customer shall, upon Dell's request, take corrective action. Customer's failure to take appropriate corrective action shall be deemed a breach hereof.

K. Transfer of Equipment to Secondary Purchasers. If Customer decides to sell, assign or otherwise transfer the use and/or ownership of Equipment to a Secondary Purchaser (meaning a bona fide end user that (i) is not considered, in Dell's reasonable discretion, to be a competitor of Dell; and/or (ii) has not had prior disputes with Dell or EMC), to the extent Dell resources reasonably permit, Dell shall make available to Customer, as a Time and Materials Service, de-installation services. In addition, and to the extent Dell resources reasonably permit, Dell shall make available to the Secondary Purchaser, (a) Equipment installation and re-certification services as a Time and Materials Service; and (b) Support Services for Equipment meeting the certification criteria.

L. Software Support Services affected by Change in Equipment Status. For Software used on or operated in connection with Equipment that ceases to be covered by Support Services or the Equipment warranty, Dell reserves the right to send Customer written notice that Dell has either chosen to discontinue or change the price for Support Services for such Software (with such price change effective as of the date the applicable Equipment ceases to be so covered). If Dell sends a discontinuation notice, or if Customer rejects or does not respond to the notice of a proposed price change within thirty (30) days after receipt, Customer will be deemed to have terminated the Software Support Services for its convenience and the terms of Section 6 C 2 below shall apply.

5. REPLACEMENT PARTS. A replacement part receives the remainder of the warranty or Support Services coverage applicable to the Product containing the replacement part.

6. TERM AND TERMINATION.

A. Software Support Services Term. Software related Support Services that are ordered at the same time as the license for such Software shall commence on the date of shipment of the physical media or electronic availability of the Software and continue for the period specified on the quote. Renewals of Software related Support Services shall commence and expire in accordance with the dates on the applicable quote.

B. Equipment Support Services Term. Support Services (including Support Option upgrades, if applicable) for Equipment are provided during the warranty period. Renewals of Equipment related Support Services shall commence and expire in accordance with the dates on the applicable quote. Support Services for hardware upgrades installed into Equipment are coterminous with the Support Services that are then in effect for the Equipment into which such upgrades are installed.

C. Termination for Convenience. In addition to the term and termination provisions set forth in the main body of the Master Agreement, the following apply to Support Services:

1. **By Dell.** If Dell terminates for its convenience, Customer's sole and exclusive remedy and Dell's sole and exclusive obligation shall be to refund to Customer the portion of any pre-paid Support Services fee that corresponds to the period between the effective date of the termination for convenience and the end of the then current Support Services period.

2. **By Customer.** If Customer terminates for its convenience, Customer's sole and exclusive remedy and Dell's sole and exclusive obligation shall be to grant Customer a credit that corresponds to the period between the effective date of the termination for convenience and the end of the then current Support Services period. Such credit may only be used against future purchases of Products or Support Services from Dell and may be reduced to recapture unearned discounts (meaning discounts to a Support Services fee that were based on a Customer obligation that can no longer be fulfilled due to the termination).

D. Termination for Breach. In addition to the term and termination provisions set forth in the main body of the Master Agreement, either party may terminate the Support Services for a specific Product for cause due to a failure of the other party to comply with the terms of this Support Service Description with regard to such Product, provided that the terminating party has given thirty (30) days written notice specifying the failure and the other party has not remedied such failure within such time. If Dell terminates the Support Services for any Product(s) affected by such a failure by Customer, such termination shall be without further liability for Dell and without any obligation to refund any fees already paid therefore. If Customer terminates for Dell's breach, Customer's sole and exclusive remedy and Dell's sole and exclusive obligation shall be to either issue a credit for use against current or future purchases of Products or Support Services or grant a refund (as selected by Customer) for that portion of any pre-paid Support Service fee that corresponds to the period between the effective date of the termination for breach and the end of the then current Support Services period.

7. TERMS AND CONDITIONS. This Service Description is provided subject to and governed by Customer's separate signed master services agreement with Dell that explicitly authorizes the sale of this Service. In the absence of such agreement, depending on Customer's location, this Service Description is subject to and governed by either Dell's Commercial Terms of Sale or the Master Agreement referenced in the table below (as applicable, the "Master Agreement").

Please see the table below which lists the URL applicable to your Customer location where your Master 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	
	Customers Purchasing Services Directly From Dell	Customers Purchasing Services Through an Authorized Dell 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/servicesdescriptions/global .*	Service Descriptions and other Dell EMC Services documents which you may receive from your seller shall not constitute an agreement between you and Dell EMC 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 EMC Services document shall in this context be understood as a reference to you whereas any reference to Dell EMC shall only be understood as a reference to Dell EMC Services as a service provider providing the Service on behalf of your seller. You will not have a direct contractual relationship with Dell EMC 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/global .*	Service Descriptions and other Dell EMC Services documents which you may receive from your seller shall not constitute an agreement between you and Dell EMC 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 EMC Services document shall in this context be understood as a reference to you whereas any reference to Dell EMC shall only be understood as a reference to Dell EMC as a service provider providing the Service on behalf of your seller. You will not have a direct contractual relationship with Dell EMC 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/global .* 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 EMC Services documents which you may receive from your seller shall not constitute an agreement between you and Dell EMC 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 EMC Services document shall in this context be understood as a reference to you whereas any reference to Dell EMC shall only be understood as a reference to Dell EMC as a service provider providing the Service on behalf of your seller. You will not have a direct contractual relationship with Dell EMC 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 website by simply accessing Dell.com from a computer connected to the Internet within their locality or by choosing among the options at Dell’s “Choose a Region/Country” website available at Dell.com/content/public/choosecountry.aspx?c=us&l=en&s=gen.

Customer further agrees that by renewing, modifying, extending or continuing to utilize the Service beyond the initial term, the Service will be subject to the then-current Service Description available for review at Dell.com/servicesdescriptions/global.

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