

# Dell Service Description

## Onsite Diagnosis Service

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### Introduction

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

### The Scope of This Service

Dell's Onsite Diagnosis (the "Service") provides for optional diagnosis activities onsite at the Customer's business location for Supported Products (defined below) as set forth more specifically in this Service Description. This Service helps reduce the amount of time spent by Customer associated with routine phone-based incident troubleshooting provided under Dell's Limited Warranty and Customer's applicable service contract coverage by dispatching a service technician to Customer's location to perform the troubleshooting onsite for the Customer. This Service includes:

- Onsite troubleshooting of the Supported Product by a service technician at the Customer's business location (location indicated on Customer's invoice or Customer's applicable separately signed agreement with Dell).
- Onsite assistance with parts replacement (if necessary) in accordance with the underlying Supported Product's limited hardware warranty and separately-purchased service level support contract (following the completion of onsite troubleshooting).
- Firmware and driver updates (if necessary) to ensure the Supported Product is in a working state (Customer must provide suitable security access to be able to perform the service).

The Supported Product covered under this Service Description is identified on Customer's Dell invoice. Customer's invoice will indicate entitlement to this Service is for specific Supported Product(s) identified with a serial number (the "Service Tag") over a specific period of time. Supported Products must be within their limited hardware warranty and ProSupport, ProSupport Plus or Copilot service contract period (*e.g.*, Next Business Day ("NBD"), two (2), four (4), or eight (8) hour response times) to be eligible for this Onsite Diagnosis Service. The response time of a technician for this service will correspond to the response times purchased through the ProSupport, ProSupport Plus or Copilot support service contract for the Qualified Incident on the Supported Product covered by this Service.

Failure rates on components are constantly monitored and Dell reserves the right to refuse service if Dell reasonably believes that the Customer is overusing the Onsite Diagnosis Service (such as when Customer's

requests for onsite diagnosis service exceeds the standard failure rates for the components and systems involved). If Dell determines (in Dell's sole discretion) a Customer is abusing the Service Dell reserves the right to cancel the Service in accordance with the Cancellation terms below.

## Exclusions

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

- De-installation, re-installation or configuration of product(s), software or application(s), unless expressly noted otherwise in this Service Description.
- Removal of de-installed Supported Product from the Customer's premises.
- Server/Storage/Networking software troubleshooting above and beyond returning the Supported (server, storage or networking) Product to a working state (e.g., consulting, performance tuning, configuration, scripting or benchmarking).
- Software troubleshooting.
- Dell Copilot Optimize Service, Dell Compellent Copilot SAN Health Check Services or its deliverables.
- Customization of the Customer's server or storage device except as expressly stated in this Service Description.
- Any recovery or transfer of data or applications.
- Warranty service or support for non-Dell systems, software, or components.
- Network printer installation or network file share mapping.
- Server, network or router configuration of any kind.
- Network services, including attachment of a system to a network (other than an Ethernet LAN).
- Replacement of parts. (Part replacement is pursuant to the Supported Product(s)'s separately purchased onsite service contract, e.g., Next Business Day ("NBD"), two (2), four (4), or eight (8) hour response times).
- Any activity not specifically set forth in this Service Description.

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

## Offer Specific Customer Responsibilities

### **Onsite Diagnosis Support Procedures with ProSupport and ProSupport Plus**

Contacting Dell for Onsite Diagnosis Service:

1. Before Customer contacts Dell, have the following information available:
  - Service Tag number and/or case number.
  - Supported Product's invoice and serial numbers.
  - Model number of the Supported Product.
  - Current version of the operating system.

- Brand names and models of any peripheral devices (such as a modem) being used; and
  - Description of the problem and any troubleshooting steps Customer has already taken.
2. Call for Assistance:
- Call the telephone number for this Service listed at: <http://www.Dell.com/ProSupport/RegionalContacts>
  - Provide the Service Tag number, Customer contact information, system location and other information as requested to the Dell Technical Support Agent.

### **Onsite Diagnosis Support Procedures with Copilot through Telephone**

Available twenty-four (24) hours each day, seven (7) days each week (including holidays). Availability may differ in specific country or regions and is limited to commercially reasonable efforts. Please contact your sales representative or technical support analyst for specific details for your location.

#### **Step One: Call for Assistance**

- For telephone support requests, contact your Dell Copilot support center to speak to a Copilot Engineer. The phone number for Dell Copilot support center for different countries can be found at: <http://www.dell.com/support/contents/us/en/19/article/Product-Support/Dell-Subsidiaries/compellent>.
- Provide the Service Tag (as defined below) or Hardware Serial Number (SSN/HSN), and other information as requested by the analyst. The Copilot engineer will verify Customer's Supported Product, applicable Service and response levels and confirm any expiration of Services.

#### **Key Service Steps for Onsite Diagnosis:**

1. After verifying entitlement for Service, when requested, identify error messages received and when they occur; what activities preceded the error message; and what steps you have already taken to attempt to solve the problem.
2. The Dell Technical Support Agent or Copilot engineer will work with you to schedule a technician to be dispatched to the Customer's site to perform troubleshooting.
3. Dispatch of the technician will occur within the Support Service response time and window of coverage as per the separately purchased onsite ProSupport or Copilot service contract. The technician will contact the Customer prior to arriving onsite to verify the Service request, scheduling, and confirm any details necessary to perform the Service.
4. In event Customer's system log collection for any Supported Product has been disconnected or was never established, the Customer will be responsible to provide either i) a USB key with sufficient storage space to download the log files, or ii) a serial cable capable of transferring the log files to another device.
5. After arriving at the Customer's site, the technician will troubleshoot the issue. Should further help with diagnosis or parts be required to resolve the issue, the technician may contact Dell for assistance on the Customer's behalf.

5. If, during the initial onsite troubleshooting process, it is determined that a part is required to complete the Service, the onsite technician will order a replacement part and will setup an additional service call. An onsite technician will return to the Customer's site to replace the dispatched part, within the response time as per the separately purchased onsite ProSupport service contract for the Supported Product (response time is measured from the time the part dispatch call is logged). An active onsite service contract for the Supported Product must be in place in order to receive replacement parts at no additional charge.

## General Customer Responsibilities

**Authority to Grant Access.** Customer represents and warrants that it has obtained permission for both Customer and Dell to access and use the Supported Products, the data located thereon and all hardware and software components included therein, for the purpose of providing these Services. If Customer does not already have that permission, it is Customer's responsibility to obtain it, at Customer's expense, before Customer asks Dell to perform these Services.

**Cooperate with Phone Analyst and Onsite Technician.** Customer will cooperate with and follow the instructions given by any Dell phone analyst or onsite technicians. Experience shows that most system problems and errors can be corrected over the phone as a result of close cooperation between the user and the analyst or technician.

**Onsite Obligations.** Where Services require onsite performance, Customer will provide (at no cost to Dell) free, safe and sufficient access to Customer's facilities and the Supported Products, including ample working space, electricity, and a local telephone line. A monitor or display, a mouse (or pointing device), and a keyboard must also be provided (at no cost to Dell), if the system does not already include these items.

**Maintain Software and Serviced Releases.** Customer will maintain software and Supported Products at Dell-specified minimum release levels or configurations as specified on PowerLink for Dell | EMC Storage or EqualLogic™, or as specified on [www.support.dell.com](http://www.support.dell.com) for additional Supported Products. Customer must also ensure installation of remedial replacement parts, patches, software updates or subsequent releases as directed by Dell in order to keep the Supported Products eligible for this Service.

**Data Backup; Removing Confidential Data.** Customer will complete a backup of all existing data, software and programs on all affected systems prior to and during the delivery of this Service. Customer should make regular backup copies of the data stored on all affected systems as a precaution against possible failures, alterations, or loss of data. In addition, Customer is responsible for removing any confidential, proprietary, or personal information and any removable media such as SIM cards, CDs, or PC Cards regardless of whether an onsite technician is also providing assistance. **DELL WILL HAVE NO LIABILITY FOR:**

- ANY OF YOUR CONFIDENTIAL, PROPRIETARY OR PERSONAL INFORMATION;
- LOST OR CORRUPTED DATA, PROGRAMS OR SOFTWARE;
- DAMAGED OR LOST REMOVABLE MEDIA;
- DATA OR VOICE CHARGES INCURRED AS A RESULT OF FAILING TO REMOVE ALL SIM CARDS OR OTHER REMOVABLE MEDIA INSIDE SUPPORTED PRODUCTS THAT ARE RETURNED TO DELL;
- THE LOSS OF USE OF A SYSTEM OR NETWORK;

- AND/OR FOR ANY ACTS OR OMISSIONS, INCLUDING NEGLIGENCE, BY DELL OR A THIRD-PARTY SERVICE PROVIDER.

Dell will not be responsible for the restoration or reinstallation of any programs or data. When returning a Supported Product or part thereof, Customer will only include the Supported Product or part which has been requested by the phone technician.

**Third Party Warranties.** These Services may require Dell to access hardware or software that is not manufactured by Dell. Some manufacturers' warranties may become void if Dell or anyone else other than the manufacturer works on the hardware or software. Customer will ensure that Dell's performance of Services will not affect such warranties or, if it does, that the effect will be acceptable to Customer. Dell does not take responsibility for third party warranties or for any effect that the Services may have on those warranties.

## Dell Services Terms & Conditions

This Service Description is entered between you, the customer (“you” or “Customer”), and the Dell entity identified on your invoice for the purchase of this Service. This Service is provided subject to and governed by Customer’s separate signed master services agreement with Dell that explicitly authorizes the sale of this Service. In the absence of such agreement, depending on Customer’s location, this Service is provided subject to and governed by either Dell’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 Dell Services	
	Customers Purchasing Dell Services Directly From Dell	Customers Purchasing Dell Services Through an Authorized Dell Reseller
United States	<a href="http://Dell.com/CTS">Dell.com/CTS</a>	<a href="http://Dell.com/CTS">Dell.com/CTS</a>
Canada	<a href="http://Dell.ca/terms">Dell.ca/terms</a> (English) <a href="http://Dell.ca/conditions">Dell.ca/conditions</a> (French-Canadian)	<a href="http://Dell.ca/terms">Dell.ca/terms</a> (English) <a href="http://Dell.ca/conditions">Dell.ca/conditions</a> (French-Canadian)
Latin America & Caribbean Countries	Local <a href="http://Dell.com">Dell.com</a> country-specific website or <a href="http://Dell.com/servicesdescriptions/global">Dell.com/servicesdescriptions/global</a> .*	Local <a href="http://Dell.com">Dell.com</a> country-specific website or <a href="http://Dell.com/servicesdescriptions/global">Dell.com/servicesdescriptions/global</a> .*
Asia-Pacific-Japan	Local <a href="http://Dell.com">Dell.com</a> country-specific website or <a href="http://Dell.com/servicesdescriptions/global">Dell.com/servicesdescriptions/global</a> .*	Service Descriptions and other Dell service documents which you may receive from your seller shall not constitute an agreement between you and Dell 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 service document shall in this context be understood as a reference to you whereas any reference to Dell shall only be understood as a reference to Dell as a service provider providing the Service on behalf of your seller. You will not have a direct contractual relationship with Dell 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 <a href="http://Dell.com">Dell.com</a> country-specific website or <a href="http://Dell.com/servicesdescriptions/global">Dell.com/servicesdescriptions/global</a> .*  In addition, customers located in France, Germany and the UK can select the applicable URL below:  France: <a href="http://Dell.fr/ConditionsGeneralesdeVente">Dell.fr/ConditionsGeneralesdeVente</a>  Germany: <a href="http://Dell.de/Geschaeftsbedingungen">Dell.de/Geschaeftsbedingungen</a>  UK: <a href="http://Dell.co.uk/terms">Dell.co.uk/terms</a>	Service Descriptions and other Dell service documents which you may receive from your seller shall not constitute an agreement between you and Dell 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 service document shall in this context be understood as a reference to you whereas any reference to Dell shall only be understood as a reference to Dell as a service provider providing the Service on behalf of your seller. You will not have a direct contractual relationship with Dell 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](http://Dell.com) website by simply accessing [Dell.com](http://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&t=en&s=gen](http://Dell.com/content/public/choosecountry.aspx?c=us&t=en&s=gen).

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

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

By placing your order for the Services, receiving delivery of the Services, utilizing the Services or associated software or by clicking/checking the "I Agree" button or box or similar on the Dell.com website in connection with your purchase or within a Dell 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 & Conditions Applicable to Support & Warranty-Related Services

### 1. Supported Products

This Service is available on supported products which includes select Dell PowerEdge™, Dell PowerVault™ Storage, EqualLogic Storage, Dell Compellent Storage, Dell PowerConnect™ Switches, Dell Force10, Dell Networking, Dell OptiPlex™, and Dell Latitude products which are purchased in a standard configuration ("**Supported Products**"). Supported Products are added regularly, so please contact your sales representative for the most up-to-date list of Services that are available on your Dell or non-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. For example, a printer purchased with a laptop system is not covered by the laptop system's service contract; the printer and the laptop will each need their own service contract. Please refer to the Service Tag on your Supported Product when contacting Dell for this Service.

### 2. Support Services

A. **Limited Hardware Warranty; Hardware Coverage Limitations.** Support-related services may include technical support options (telephone, Internet, etc.) and service parts and related labor services to repair or replace defect(s) in workmanship pursuant to and occurring within the limited warranty period applicable to Customer's Supported Product(s) (a "**Qualified Incident**"). Dell's Limited Hardware Warranty is available for review at [Dell.com/Warranty](http://Dell.com/Warranty) or posted outside of the United States at your regional Dell.com website.\*

Hardware coverage limitations may apply and service offerings may be available to extend these hardware limitations for an additional fee. Please see [Dell.com/Warranty](http://Dell.com/Warranty) or your regional Dell.com website for warranty information or contact a Dell technical support analyst for more details.

B. **Whole Unit Replacement; Failure to Return.** If Dell determines that a component of the defective Supported Product is one that is easily disconnected and reconnected (such as a keyboard or monitor), or if the analyst determines that the Supported Product is one that should be replaced as a whole unit, Dell reserves the right to send Customer a whole replacement unit. If Dell delivers a replacement unit to Customer, Customer must relinquish the defective system or component thereof to Dell, unless Customer has purchased "Keep Your Hard Drive" for the affected system, in which case Customer may retain the respective hard drive(s). If Customer does not relinquish the defective system or component to Dell as required above, or if the defective unit is not returned within ten (10) days in accordance with written instructions provided with the replacement unit (in the event the replacement unit was not delivered in person by a Dell technician), Customer agrees to pay Dell for the replacement unit upon receipt of invoice. If Customer fails to pay such invoice within ten (10) days after receipt, in addition to any other legal rights and remedies available to Dell, Dell may terminate this Service Description upon notice.

C. **Parts Stocked; Mission Critical Parts.** Dell currently stocks parts in various locations throughout the world. Selected parts may not be stocked in the location closest to Customer's site. If a part that is needed to repair the Supported Product is not available from a Dell facility near Customer's location and must be transferred from another facility, it will be shipped using overnight delivery. 2-Hour and 4-Hour parts locations stock mission critical parts of Supported Products, as determined by Dell. A mission critical part is one which upon failure may prevent the Supported Product from performing its basic functions. Parts deemed non-critical include, but are not limited to: software, floppy drives, media drives, modems, speakers, sound cards, zip drives, monitors, keyboards, and mice. In order to receive 2-Hour or 4-Hour parts, Customer must have purchased a corresponding service contract that supports mission critical parts delivery and the Supported Product must be located within the supported coverage area, as determined by Dell.



D. **Service Parts Ownership.** All Dell service parts removed from the Supported Product and returned to Dell become the property of Dell. Customer must pay Dell at the then-current retail price for any service part removed from the Supported Product which are retained by Customer (except for hard drives from Supported Products covered by "Keep Your Hard Drive" service) if Customer has received replacement parts from Dell. Dell uses and Customer expressly authorizes the use of new and reconditioned parts made by various manufacturers in performing warranty repairs.

3. **Term of Service.** This Service Description commences on the date listed on your Order Form and continues through the term ("**Term**") indicated on the Order Form. As applicable, the number of systems, licenses, installations, deployments, managed end points or end-users for which Customer has purchased any one or more Services, the rate or price, and the applicable Term for each Service is indicated on Customer's Order Form. Unless otherwise agreed in writing between Dell and Customer, purchases of Services under this Service Description must be solely for Customer's own internal use and not for resale or service bureau purposes.

#### 4. Important Additional Information

A. **Rescheduling.** Once this Service has been scheduled, any changes to the schedule must occur at least 8 calendar days prior to the scheduled date. If Customer reschedules this service within 7 days or less prior to the scheduled date, there will be a rescheduling fee not to exceed 25% of the price for the Services. Any rescheduling of the Service will be confirmed by Customer at least 8 days prior to commencement of the Service.

B. **Commercially Reasonable Limits to Scope of Service.** Dell may refuse to provide Service if, in its opinion, providing the Service creates an unreasonable risk to Dell or Dell's Service providers or if any requested service is beyond the scope of Service. Dell is not liable for any failure or delay in performance due to any cause beyond its control, including Customer's failure to comply with its obligations under this Service Description. Service extends only to uses for which the Supported Product was designed.

C. **Optional Services.** Optional services (including point-of-need support, installation, consulting, managed, professional, support or training services) may be available for purchase from Dell and will vary by Customer location. Optional services may require a separate agreement with Dell. In the absence of such agreement, optional services are provided pursuant to this Service Description.

D. **Assignment.** Dell may assign this Service and/or Service Description to qualified third party service providers.

E. **Cancellation.** Dell may cancel this Service at any time during the Term for any of the following reasons:

- Customer fails to pay the total price for this Service in accordance with the invoice terms;
- Customer is abusive, threatening, or refuses to cooperate with the assisting analyst or onsite technician; or
- Customer fails to abide by all of the terms and conditions set forth in this Service Description.

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

F. **Geographic Limitations and Relocation.** This Service will be delivered to the site(s) indicated on the Customer's invoice. This Service is not available at all locations. If your Supported Product is not located

in the geographic location that matches the location reflected in Dell's service records for your Supported Product, or if configuration details have been changed and not reported back to Dell, then Dell must first re-qualify your Supported Product for the support entitlement you purchased before applicable response times for the Supported Product can be reinstated. 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. 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.

**G. Transfer of Service.** Subject to the limitations set forth in this Service Description, Customer may transfer this Service to a third party who purchases Customer's entire Supported Product before the expiration of the then-current Term, provided Customer is the original purchaser of the Supported Product and this Service or Customer purchased the Supported Product and this Service from its original owner (or a previous transferee) and complied with all the transfer procedures available at [www.support.dell.com](http://www.support.dell.com). A transfer fee may apply. Please note that if Customer or Customer's transferee moves the Supported Product to a geographic location in which this Service is not available (or is not available at the same price), Customer or Customer's transferee may not have coverage or may incur an additional charge to maintain the same categories of support coverage at the new location. If Customer or Customer's transferee chooses not to pay such additional charge, the Service may be automatically changed to categories of support which are available at such price or a lesser price in such new location with no refund available.

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