PRODUCT SCHEDULE 2 TO OTS

Client Product Terms

This Schedule states terms that apply specifically to Client Products. The General Terms are incorporated by reference into this Schedule. If there is a conflict between this Schedule and the General Terms, this Schedule controls.

1. DEFINITIONS

All definitions set forth in the General Terms apply to the Client Products, in addition to the definitions stated below.

A. **"Client Products"** means the Dell branded commercial computer products intended for use by a single user, and generally include notebook, desktop, and tablet platforms listed at www.dell.com, for example: Dell OptiPlex™, Latitude™, Venue™, Inspiron™, Precision™, Vostro™, XPS™, Gateway Edge, Embedded PCs, Dell Wyse™, Dell printers, and Dell monitors as listed on the Supplier quote, and in a standard configuration unless otherwise stated on the Supplier quote.

B. **"Configuration and Deployment Services"** means: (i) standard deployment services, such as Basic Deployment Services, ProDeploy or ProDeploy Plus services, as described in the corresponding Service Descriptions, available at www.dell.com/servicecontracts/global or (ii) standard configuration services, including the service features and offerings described in the corresponding Service Agreement(s), available at www.dell.com/servicecontracts/global, or from the Supplier sales representative, as applicable, such as Static and Dynamic Imaging, Asset Tagging, Asset Reporting, standard System Configuration services (BIOS Settings, Hard Drive Partitioning, Application Installation and Operating System Settings). Configuration and Deployment Services for Client Products are subject to the applicable Service Agreement(s).

C. "**Support Services**" when used in this Schedule and applied to Client Products, means services to be performed by or on behalf of Supplier necessary to repair a defect in materials or workmanship of the applicable Client Product(s), and as further defined and described in the applicable Service Descriptions stated at http://www.dell.com/servicecontracts/global.

2. CLIENT EQUIPMENT WARRANTY

The limited warranties for the Equipment portion of Client Products can be found at www.dell.com/warrantyterms or in the applicable Documentation for the specific Client Product.

3. ADDITIONAL TERMS

A. **Service Agreements.** Support Services and the Configuration and Deployment Services are subject to the additional terms contained in the applicable Service Agreement(s). If there is a conflict between the terms of this Schedule, the General Terms of the OTS, and any Service Agreements(s), the following order of precedence will apply: (i) the Service Agreement(s); (ii) this Schedule; and (iii) the General Terms.

B. **Removable Media.** OEM is responsible for removing any removable media such as SIM cards, CDs, or PC cards before returning Client Products or parts from Client Products, regardless of whether an on-site technician is also providing assistance. Supplier will have no liability for lost programs or other software installed on the Client Products prior to Supplier performing any Support Services, loss of system use or network use, damaged or lost removable media, or data or voice charges incurred as a result of OEM failing to remove SIM cards or other removable media inside Client Products that OEM returns to Supplier. Supplier will not be responsible for the restoration or reinstallation of any programs or data. When returning Client Products or part of a Client Product, OEM will only include the Client Product or part that the Supplier Support Services technician requested.

C. **Whole Unit Replacement; Failure to Return; Service Part Ownership.** If Supplier determines that a component of the defective Client Product is one that is easily disconnected and reconnected, or if the Supplier analyst determines that the Client Product is one that should be replaced as a whole Client Product, Supplier reserves the right to send OEM a component or whole replacement Client Product, as applicable. If Supplier delivers either a whole replacement Client Product or a component of a Client Product to OEM, OEM must return the defective Client Product or component to Supplier within ten days of receiving the replacement, unless OEM has purchased "Keep Your Hard Drive" for the affected Client Product. In that event, OEM may retain the applicable hard drive(s). Supplier will own all Supplier components removed from the Client Products and whole Client Products that OEM returns to Supplier. If OEM keeps a component or whole Client Product after Supplier has replaced it, then OEM must pay Supplier the then-current retail price for the component or whole Client Product, as applicable, that OEM keeps (except for hard drives from Client Products covered by "Keep Your Hard Drive" service). .Supplier will invoice OEM for the whole Client Product or components that OEM keeps and OEM will pay Supplier's invoice within ten days of receipt. If OEM does not pay Supplier's invoice within ten days after receipt, in addition to any other legal rights and remedies available to Supplier, Supplier may terminate the applicable Service Description by providing written notice to OEM. Supplier uses and OEM expressly authorizes the use of new and reconditioned parts made by various manufacturers in performing repairs and in providing replacement parts. The obligation to return Supplier components removed from the Client Products do not apply to OEMs that retain hard drives who have purchased "Keep Your Hard Drive" for the affected Client Product. In that event, OEM's service levels and obligations are governed by the Keep Your Hard Drive Service Agreement.

D. **Parts Stocked; Critical Parts.** Supplier currently stocks parts in various locations throughout the world. Selected parts may not be stocked in the location closest to OEM's site. If a part that is needed to repair the Client Product is not available from a Supplier facility near OEM's location and must be transferred from another facility, it will be shipped as soon as is practical and commercially reasonable. Certain Supplier parts locations stock critical parts, as determined by Supplier, to supply parts for same business day

Internal Use - Confidential

response times. A critical part is one that, upon failure, may prevent the Client Product from performing its basic functions. Supplier may, in its discretion, ship these parts using overnight delivery. In order to receive parts on a two- or four-hour basis, OEM must purchase a corresponding Service entitlement that supports same day response times for critical parts delivery and the Product must be located within the Supplier-designated supported coverage area. Parts Supplier deems non-critical include, but are not limited to: software, media drives, modems, speakers, sound cards, zip drives, monitors, keyboards, and mice.

E. **Other Service Exclusions.** In the course of performing Support Services, Supplier will not be responsible for: (i) providing performance, training, or administrative assistance, installation, de-installation, relocation, preventative maintenance, remote administration, or any activities or services not expressly described in the applicable Service Agreement(s); (ii) providing media replacement, operating supplies, cosmetic accessories or parts such as frames, and cover or support on those items; (iii) direct third party product support or collaborative assistance of versions not currently supported by the manufacturer, vendor, or partner; (iv) support for the hardware, software, or both pre-installed or post-installed by a third party OEM, unless it is covered by a separate Service Agreement between Supplier and OEM; (v) removing malicious software; (vi) providing data backup; (vii) providing advanced wireless, networking or remote installation, set-up, or optimization and configuration of applications beyond those described in the Supplemental Services Term; (viii) repairing damage or defects in Client Products that are purely cosmetic and do not affect device functionality; (ix) providing repairs that are necessary because: (a) OEM previously installed a OEM replaceable unit; or (b) someone other than Supplier or an authorized service provider previously altered, adjusted, or repaired the Client Product.

F. **Transferability**. OEM has the limited right to transfer Software on a permanent basis as part of the sale or transfer of the hardware system on which the Software is loaded, provided that: (i) OEM retains no copies of any version of the Software; and (ii) the transfer includes the most recent update and all prior versions of the Software.

G. **Terms Applicable to Dell Wyse Products**

H. (1). Use Rights and Restrictions. Dell Wyse Windows Embedded Thin Clients are intended to be used as thin clients only and not as personal computers. Supplier is not responsible for and will not warrant, support, repair or replace any thin client device or component that is not used for its intended purpose. As an example, and without limitation, any operation of a Dell Wyse Windows Embedded Thin Client with the write filter turned off during regular use (except as required for image upgrades, applying security patches, registry changes, and application installation) is beyond the scope of the intended purpose, will prematurely wear out the Flash/SSD storage and will invalidate the thin client product warranty. In addition, enabling the Windows Page File is beyond the scope of the intended purpose and will invalidate the thin client product warranty.

H. (2). Adobe and Microsoft Software. Certain Dell Wyse Thin Clients include software that is subject to the license terms for Adobe Systems Incorporated/Adobe Systems Software Ireland Limited located at https://www.adobe.com/products/eulas/pdfs/PlatformClients_PC_WWEULA-MULTI-20110809_1357.pdf Adobe and Flash are trademarks or registered trademarks of Adobe Systems Incorporated in the United States, other countries or both. Certain Supplier Wyse Thin Clients may also include software that is licensed by Microsoft under terms that prohibit Customer from locally running Desktop Functions on Thin Client Devices. For purposes of these terms, “Thin Client Device” means a OEM system that depends heavily on some other computer (such as a server) to fulfill its computational roles; and “Desktop Functions” means consumer or general purpose tasks or processes (such as using word processing, spreadsheet, or slide show presentation software) performed exclusively or primarily by a PC device.

Internal Use - Confidential