



Service Description

Basic Hardware Service

A. Service Overview

Basic Hardware Service (“**Service(s)**”) provides technical support options, service parts and related labor services to repair and/or replace defect(s) in workmanship occurring within the hardware warranty period applicable to Customer’s Supported Product(s) (“**Qualified Repair(s)**”).

B. Terms & Conditions Overview

This agreement (“**Agreement**” or “**Service Description**”) is made between the customer (“**you**” or “**Customer**”) and the Dell entity identified on Customer’s invoice. By purchasing these Services (as defined herein) from Dell, Customer agrees to be bound by all terms and conditions set forth in this document. Customer agrees that renewing, modifying, extending or continuing to utilize the Services beyond the initial term is subject to the then-current Service Description available for review at www.Dell.com/ServiceContracts.

This Service is provided pursuant to Customer’s separate signed master services agreement with Dell or, in the absence of such agreement, Dell’s Customer Master Services Agreement (“**CMSA**”), which can be obtained at www.Dell.com/ServiceContracts and incorporated by reference in its entirety herein.

C. Support Services

This Service provides technical support options, service parts and related labor services to address Qualified Repairs. The applicable service response level is identified on Customer’s order acknowledgement, invoice or receipt for the Supported Product(s). Available service response levels vary by Customer location and may include the following:

- Return for Repair Services: Mail-In Service (MIS), Carry-In Service (CIS), Collect and Return Service
- Parts Only Service
- Next Business Day Onsite Service (NBD)
- Advanced Exchange Service

1. Contacting Dell for Technical Support

All Basic Hardware service offerings, except Parts Only Service, are entitled to the following technical service and support:

- Telephone support services, which provides hardware troubleshooting during local business hours excluding local national holidays.
- Technical support services through instant online chat and e-mail.

Note: Service offerings may vary by geographic region. For Supported Products purchased from a Dell reseller, Customer may contact Dell or their Dell reseller to identify the applicable service response level for Customer’s Supported Products.

Low-Urgency Technical Service Resolution: For issues that are of low urgency and for self help resolution, please consider contacting Dell technical support service through instant online chat or e-mail available at www.support.dell.com.

Telephone-Based Resolution: Basic Hardware Service Technicians (“**Dell Technicians**”) are available by telephone during local business hours Monday-Friday, excluding local national holidays. Local telephone support numbers are available at www.support.dell.com.

Before contacting Dell, please have the following available:

- Service Tag, Express Service Code and Model Number of the Supported Product.
- A description of the problem and any troubleshooting steps taken prior to calling Dell.
- The case number if one has already been assigned through prior contact with Dell.
- Physical access to the Supported Product during the troubleshooting process.

The Dell Technician will also verify the service level for the Supported Product and assist Customer with a series of troubleshooting steps to help diagnose the issue. The Dell Technician may ask that the Customer open the product case, remove hardware, manipulate software or perform other diagnostic activities.



If the Supported Product is no longer within its applicable hardware warranty term or the issue is outside the scope of this Service, diagnosis and remedy of the issue may still be available, but at an additional fee.

2. Service Parts & Related Labor Services

Regardless of the service response level purchased, some component parts are specifically designed for easy Customer removal and replacement. Such parts are designated as Customer Self Replaceable (“CSR”). If during diagnosis, the Dell Technician determines that a Qualified Repair can be accomplished with a CSR designated part, Dell will ship the CSR designated part directly to the Customer. The freight method used to ship the CSR part is based on the level of service purchased by the Customer. Service parts for customers with “Next Business Day Service” will be shipped via a next business day freight method. Service parts for customers with “Return for Repair Service” will be shipped via ground freight service.

Once the Dell Technician has determined whether it is necessary to replace a part or return the system, the Customer will be informed of the next steps to take. Depending on the service level that was purchased by the Customer, the following options will apply:

a. Return for Repair Service Options

There are three types of Return for Repair service: Mail-In Service, Carry-In Service or Collect and Return Service.

- **Mail-in Service (MIS)**

Mail-in Service is initiated by calling Dell technical support as outlined above. During diagnosis, the Dell Technician will determine if the issue requires that the Supported Product be sent to a Dell-designated repair center to support a Qualified Repair. Typical cycle time, including shipping to and from the repair center, is 10 business days from the date Customer ships the Support Product to Dell.

- **Carry-In Service (CIS)**

Carry-In Service is a “drop-off” service initiated by calling Dell technical support as outlined above. During the telephone-based troubleshooting process, the Dell Technician will diagnose whether a hardware fault is the issue: If so, then the Customer will be asked to deliver the Supported Product to a Dell-designated repair center or shipping location (at the Customer’s cost). Standard service hours are local business hours, available 5 days per week, excluding local national holidays. Qualified Repairs will be performed in accordance with the response time identified on Customer’s order acknowledgement, invoice or receipt. Once the Supported Product has been repaired, Dell will contact Customer to make arrangements to retrieve it. Repair service level agreements may vary by country and city.

- **Collect and Return Service**

Collect and Return Service is initiated by calling Dell technical support as outlined above. If a Qualified Repair in the Supported Product is diagnosed and cannot be resolved through telephone-based troubleshooting with the Dell Technician, a Dell representative will collect your Supported Product and take it to a Dell-designated repair center. This service method includes labor and the repair or replacement of parts in the main system unit, including monitor, keyboard and mouse, if not ordered separately.

Qualified Repairs will be performed in accordance to the response time identified on Customer’s order acknowledgement, invoice or receipt. Once the Supported Product has been repaired, it will be returned to the Customer. Repair service level agreements may vary by country and city.

Shipping procedures: During diagnosis, the Dell Technician will provide instructions on how to return the product to the Dell-designated repair center. The Supported Product must be shipped to the address provided by the Dell Technician and prominently labeled with the “Return Authorization Number”. The Return Authorization Number will be provided by the Dell Technician. To expedite repair or replacement, enclose a brief description of the issue in writing. Package the product being returned in its original packaging. If the original packaging is not available, the Dell Technician may assist by providing packaging; however a fee may apply for this service.

Shipping precautions: Customer should not send manuals, confidential, proprietary or personal information or removable media such as floppy disks, DVDs, PC Cards, etc. Dell is not responsible for lost or corrupted data, damaged or lost media or the Customer’s confidential, proprietary or personal information.

b. Parts-Only Service

For Customers with Parts-Only Service, Dell will enable Customer to request replacement parts to support a Qualified Repair(s). Dell may provide whole unit exchanges rather than the exchange of individual parts, in which case Dell includes a prepaid shipping container with each replacement part for Customer to use to return the



original defective part to Dell. Parts-Only Service does not include telephone-based trouble-shooting or other types of remote assistance.

c. Next Business Day Onsite Service

For Customers with Next Business Day Onsite Service, during the telephone based troubleshooting the Dell Technician will determine if an onsite service technician must be dispatched to support a Qualified Repair. For Next Business Day Onsite Service, a technician will typically arrive onsite the next business day. There are specific restrictions and terms to this service:

- Technicians are available Monday-Friday from 8:00 am to 6:00 pm local time, excluding local holidays.
- Generally, calls received by Dell before 5:00 pm local time qualifies for next-business day service, however, regional differences apply. Please contact a Dell Technician to determine the deadline for your location.
- In the event that additional parts/resources are required once the onsite technician is at the Customer's site, work may be temporarily suspended until the additional parts/resources arrive.

Missed Service Visit: If the Customer or Customer's authorized representative is not at the location when the onsite service technician arrives, the technician cannot complete the required service. When possible, the onsite service technician will leave a card to let the Customer know that they were there. If this occurs the Customer may incur an additional charge for a follow-up service call.

d. Advanced Exchange Service

For Customers with Advanced Exchange Service, Dell may ship a replacement product to the Customer's business location to support a Qualified Repair. The replacement product will be shipped via ground shipping. In some instances, at Dell's discretion, an onsite service technician may also be dispatched to replace/ install the replacement product. Upon receipt of the replacement product, Customer must return the defective Supported Product to Dell by taking the defective Supported System to the designated return carrier location within 3 business days. Should the Customer fail to return the defective item, a fee will be charged.

3. Dell EqualLogic™ Software Updates

Basic Hardware Service for select Dell EqualLogic Supported Products, including the Dell EqualLogic PS Series, includes both maintenance software updates and the introduction of new features to firmware and core software such as SAN HQ, Auto Snapshot Manager and the Host Integration Toolkit (for the service period indicated on Customer's invoice).

- **Patches and Bug Fixes.** Dell will periodically release patches and bug fixes to the applicable Enterprise Storage Software to maintain operating system compatibility and/or database compatibility as well as error corrections and/or patches necessary to maintain conformance to product documentation for the Supported Product.
- **New Software Versions.** New software versions or releases of the applicable Enterprise Storage Software are generally made available by Dell at no additional charge to licensees for Enterprise Storage Software that is installed on a Supported Product covered by a Dell limited hardware warranty or an applicable annual service or maintenance contract. New Versions include patches and bug fixes, changes that reflect an expansion or extension of existing features and changes that present new features, functions or capabilities.

Dell EqualLogic Support Renewal Rates are available at: <http://www.dell.com/ProSupport/EQLpricelist>

D. Supported Products

Basic Hardware Service is available on select Dell OptiPlex™, Latitude™, Precision™, Vostro™, PowerEdge™, PowerEdge SC™, PowerVault™, PowerConnect™, Dell EqualLogic™, Dell | EMC Storage Systems™ and select Dell printers and monitors, which are purchased in a standard configuration. This Service may be available on additional products. Please contact your Dell sales representative or a Dell Technician for a current list of Supported 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.

E. Customer Responsibilities

1. **Authority to Grant Access.** Customer represents and warrants that it has obtained permission for both Customer and Dell to access and use the Supported Product, the data on it, and all hardware and software components included in it,



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.

2. **Cooperate with Phone Technician and On-site Technician.** Customer agrees to cooperate with and follow the instructions given by the Dell Technician and on-site service 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 Dell Technician.
3. **On-Site Obligations.** Where Services require on-site performance, Customer must provide free, safe and sufficient access to Customer's facilities and the Supported Product(s). Sufficient access includes ample working space, electricity, and a local telephone line. A monitor or display, a mouse (or pointing device), and keyboard must also be provided (at no cost to Dell), if the system does not already include these items.
4. **Maintain Software and Serviced Releases.** Customer must maintain software and Supported Product(s) 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 for other 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 Product(s) eligible for this Service.

F. Not Included With This Service:

Hardware Coverage Limitations:

1. SATA hard drives in PowerEdge™, PowerEdge SC™ and PowerVault™ systems carry the lesser of either a 1-year limited hardware warranty or the length of the limited hardware warranty for the Dell system with which the SATA hard drive is shipped.
2. Portable computer batteries carry the lesser of either a 1-year limited hardware warranty or the length of the limited hardware warranty for the Dell computer with which the battery is shipped.
3. A PERC5 or PERC 6 battery may provide up to 72 hours of controller cache memory backup power when new. Under the 1-year limited hardware warranty, Dell warrants that the battery will provide at least 24 hours of backup coverage during the 1-year limited hardware warranty period.
4. Projector lamps carry a 90-day limited hardware warranty.
5. The limited hardware warranty for monitors purchased independent of a system lasts for the time period indicated on your packing slip. Monitors purchased with a system are covered by the system limited hardware warranty.
6. Other add-on hardware carries the longer of either a 1-year limited hardware warranty for new parts and a 90-day limited hardware warranty for reconditioned parts or, for both new and reconditioned parts, the remainder of the warranty for the Dell computer on which such parts are installed.

Additional hardware coverage limitations may apply. Service offerings may be available to extend these limitations for an additional fee. Please see www.Dell.com/Warranty, your invoice or contact a Dell Technician for more details.

Service Coverage Limitations:

1. Operating system software how-to assistance
2. Database assistance
3. Media replacement for non-Dell branded software (for example, Microsoft® Office) or for software that Dell no longer ships with new Supported Products
4. Assistance with configuration, optimization, installation, relocation or upgrades
5. Global Command Center mission critical monitoring
6. Emergency dispatch or Customer determined incident severity levels
7. Case Management or escalation management
8. Warranty, repair or any other type of service requested for non-Dell products (unless as otherwise stated)
9. Accessories, operating supplies, peripherals or parts such as batteries, frames and covers
10. Any recovery or transfer of data

G. Important Additional Information

1. **Commercially Reasonable Limits to Scope of Service.** Dell may refuse to provide Services if, in its opinion, providing the Services creates an unreasonable risk to Dell or Dell's Service providers or is beyond the scope of Services. Dell is not liable for any failure or delay in performance due to any cause beyond its control. Service extends only to uses for which the Supported Product was designed.
2. **Optional Services.** Optional services (including point-of-need support, installation, consulting, managed, and 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 Agreement.
3. **Assignment.** Dell may assign this Service and/or Service Description to qualified third party service providers.



4. **Cancellation.** Subject to the applicable product and services return policy for Customer's geographic location, Customer may terminate this Service within a defined number of days of Customer's receipt of the Supported Product by providing Dell with written notice of cancellation. If Customer cancels this Service within that period, Dell will send Customer a full refund less the costs of support claims, if any, made under this Service Description. However, if that period has transpired since Customer's receipt of the Supported Product, Customer may not cancel this Service except as provided by an applicable state/country/province law which may not be varied by agreement.

Dell may cancel this Service at any time during the Service term for any of the following reasons:

- Customer fails to pay the total price for this Service in accordance with the invoice terms;
- Customer refuses to cooperate with the assisting technician or on-site 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 state 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.

5. **Term and Renewal.** Customer will receive Services for the term indicated on Customer's Dell invoice. Prior to the expiration of the service term, Customer may be entitled to extend the term depending on available options then in effect and in accordance with Dell's then-current procedures.

In addition, Dell may, at its option, propose to renew this Service by sending Customer an invoice to renew the Services. Customer may, at its option (where permitted by law), agree to such renewal of the Services by paying such invoice by the due date. Payment of renewal invoices shall indicate Customer's agreement to extend the term of this Service. By renewing this Service, Customer agrees that the then-current terms will apply to the renewal period. If Customer elects not to pay a renewal invoice, Services will be discontinued as of the expiration date set forth on the original or last paid Customer invoice.

6. **Geographic Limitations & 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 response times will vary by geography and certain options may not be available for purchase in Customer's location. Dell's obligation to supply the Services to relocated Supported Products is subject to local service availability and may be subject to additional fees, and to inspection and recertification of the relocated Supported Products at Dell's then current time and materials consulting rates. Customer will provide Dell with sufficient and safe access to Customer's facilities at no cost to Dell for Dell to fulfill Dell's obligations.

7. **Service Parts.**

- a. **Service Parts Installation.** Regardless of the service response level purchased, some component parts are specifically designed for easy Customer removal and replacement: such parts are designated as Customer Self Replaceable ("CSR"). If during the troubleshooting and diagnosis, the Dell technical support analyst determines that the repair can be accomplished with a CSR designated part, Dell will ship the CSR designated part directly to the Customer. CSR parts fall into two categories:

- **Optional CSR parts.** Optional CSR parts are designed for simple installation by Customer; however, depending on the type of service that was purchased with the Supported Product, Dell may provide an onsite technician to replace the parts.
- **Mandatory CSR parts.** Mandatory CSR parts are designed for simple installation by Customer and Dell does not provide installation labor services to install Mandatory CSR parts. If the Customer requests that Dell and/or the Dell Authorized Reseller replace these parts, the Customer will be charged a fee for this service.

- b. **Whole Unit Replacement.** If the analyst determines that the 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 a Dell technician delivers a replacement unit to Customer, Customer must relinquish the defective System or component thereof to the Dell technician, 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 unit to the Dell technician as required above, or if (in the event the replacement unit was not delivered in person by a Dell technician) the defective unit is not returned within ten (10) days, 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.** Dell currently stocks parts in various locations throughout the world. Selected parts may not be stocked in the location closest to a customer's site. If a part that is needed to repair the Supported Product is not available from a Dell facility near the 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 components of the system, as determined by Dell. A mission critical component is one, which upon failure, may prevent the system 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 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 current retail price(s) for any service parts removed from the System and retained by Customer (except for hard drives from systems covered by Keep Your Hard Drive service) if Customer has received replacement parts from Dell. Dell uses new and reconditioned parts made by various manufacturers in performing warranty repairs.
8. **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 service 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. The terms of this Service Description shall apply to the new owner of the Supported Product. 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 not available at the same price as Customer paid for this Service, Customer may not have coverage or may incur an additional charge to maintain the same categories of support coverage at the new location. If Customer chooses not to pay such additional charges, Customer's 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.