

Service Description

Keep Your Hard Drive

Introduction

Dell is pleased to provide the Keep Your Hard Drive Service (“KYHD,” or 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 your Service Agreement

The Service allows Customers to retain possession of their failed hard drives (standard, Solid-State Drive (SSD) and Serial ATA (SATA) Hard Disk Drives (HDDs)) when receiving replacement hard drives pursuant to a Qualified Repair. A “Qualified Repair” is a repair and/or replacement arising from a defect(s) in workmanship occurring within the hardware warranty period applicable to Customer’s Supported Product(s). All Qualified Repairs are provided pursuant to the terms of the Customer’s limited hardware warranty or service agreement.

Supported Products: Keep Your Hard Drive Service is available with Dell PowerEdge™, Dell PowerEdge SC™, PowerConnect™, Dell Compellent, Dell Equal Logic™, select PowerVault™ and Dell | EMC Enterprise Storage™ systems which are in a standard configuration, as well as OptiPlex™, Precision™, Latitude™, Dimension™, Venue™, Vostro™, XPS™, Alienware™, Adamo™, Studio™, and Inspiron™ computer systems. KYHD runs concurrently with the hardware limited warranty and is available at point of sale or any time before the system experiences a hard drive failure while the system remains under limited warranty. The Service is available on systems containing field-replaceable hard drives in standard configurations.

A separate KYHD contract must be purchased for each system or “box.” A single contract will cover all the hard drives contained within an individual server or storage device. Dell will only replace a failing hard drive that was purchased from Dell and installed in a Dell system, excluding items purchased through Dell’s Software and Peripherals group, either at the time of system purchase or as a Customer kit and which is still under warranty.

The Customer must pay Dell at the time of purchase a fee for the KYHD Service for each Customer Supported Product for which the customer wants to retain the replaced hard drive. The KYHD Service will not be available to the Customer until a product is deemed eligible for a Qualified Replacement. KYHD, when purchased at the point of need, is a one-time charge and is purchased at the point of hard drive failure. It is not available for sale anytime before the system experiences a hard drive failure. A separate KYHD contract must be purchased at the point of need for each hard drive that the customer desires to keep.

Support Procedures

Receiving Support: Customers should call Dell technical support in accordance with Customer’s applicable limited hardware warranty or service agreement when they experience a problem or suspect a hard drive failure. Customers will receive support in accordance with their applicable limited hardware warranty or service agreement. If the technician determines that the hard drive requires a Qualified Repair, Dell will ship the replacement hard drive to the Customer pursuant to Customer’s applicable limited hardware warranty or service agreement. This KYHD Service entitles Customer to retain possession of the failed drive.

In the event a Customer has purchased the Service, and includes or separately sends the hard drive from the Supported Product entitled to this Service to Dell as part of a Qualified Repair, Customer agrees that their return of a hard drive entitled to this Service (a “Returned Entitled Drive”) constitutes a waiver of their right to receive the Service from Dell. After Dell receives a Returned Entitled Drive, Dell will have no further obligation to the Customer with respect to such Returned Entitled Drive. Dell will not under any circumstance be obligated to return a Returned Entitled Drive to



Customer, nor will Dell be required to remove data or take any other action with respect to the Customer's Returned Entitled Drive, nor any data stored on the Returned Entitled Drive. In the event that Dell receives a Returned Entitled Drive, Dell may process the Returned Entitled Drive in accordance with Dell's standard policies as a hard drive returned to Dell pursuant to the terms of the Customer's underlying warranty and service contract applicable to the Customer's Supported Product.

Failure rates on hard drives are constantly monitored and Dell reserves the right to refuse service if Dell reasonably believes that the Customer is overusing the Keep Your Hard Drive Service (such as when Customer's requests for replacement of defective hard drives materially exceeds the standard failure rates for the drive and system 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.

Keep Your Hard Drive Contract does not include:

- Repair or replacement. (Any repair or replacement support is provided pursuant to customer's limited hardware warranty or service agreement.)
- Data destruction or data wipe.
- Asset recovery, disposal or recycling.
- Retention of hard drives that are subject to product recall due to health and safety risks.
- Non-standard hard drives requested as part of Dell Custom Factory Integration service.
- Support for failed/retained hard drives. (Support continues solely on the replacement hard drive pursuant to the applicable limited hardware warranty or service agreement.)
- Any activities not expressly stated in this Service Description.

Customer Responsibilities

- **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 regardless of whether an on-site 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;
 - 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.

- **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.
- **Cooperate with Phone Analyst and On-site Technician.** Customer agrees to cooperate with and follow the instructions given by Dell phone analyst and its on-site 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.
- **Report Hard Drive failures.** Report each instance of hard drive failure to Dell hardware warranty support in accordance with Customer's applicable service agreement.



- **Provide Part Information.** Upon request, provide Dell the piece part identification information ("PPID") or adequate detail to validate that a contract covered drive failure has occurred.
- **Onsite service.** Inform the technician that KYHD was purchased for the system.
- **Physical control.** Retain physical control of hard drives from systems covered by KYHD. **Dell is not responsible for data contained on hard drives which are returned to Dell.**
- **Disposal.** Disposal or destruction of the failed/retained hard drive and/or ensure that sensitive, classified, or proprietary data is destroyed or remains secure.
- **Supported 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 as specified on www.support.dell.com for 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 Support System(s) eligible for this Service.
- **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. It is Customer's responsibility to 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 DELL SERVICES MAY HAVE ON THOSE WARRANTIES.**
- **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.
- **NOTE:** If Customer fails to comply with the responsibilities and terms outlined in this Service Description, then Dell is not obligated to provide the Service.



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 Terms of Sale, Service and Support which are available on request or at country specific local Dell website and referenced in the table below (the applicable Dell Terms of Sale, Service and Support, and together with this Service Description, 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	www.dell.com/terms	www.dell.com/terms
Canada	www.dell.ca/terms (English) www.dell.ca/conditions (French-Canadian)	www.dell.ca/terms (English) www.dell.ca/conditions (French-Canadian)
Latin America & Caribbean Countries	Local www.dell.com country-specific website or www.dell.com/servicesdescriptions/global , or in the event you are a consumer customer, Service Contracts Dell Consumer .*	Local www.dell.com country-specific website or www.dell.com/servicesdescriptions/global , or in the event you are a consumer customer, Service Contracts Dell Consumer .*
Asia-Pacific-Japan	Local www.dell.com country-specific website or www.dell.com/servicesdescriptions/global , or in the event you are a consumer customer, Service Contracts Dell Consumer .*	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 (EMEA)	Local www.dell.com country-specific website or www.dell.com/servicesdescriptions/global , or in the event you are a consumer customer, Service Contracts Dell Consumer .* In addition, customers located in France, Germany and the UK can select the applicable URL below: France: www.dell.fr/ConditionsGeneralesdeVente Germany: www.dell.de/Geschaeftsbedingungen UK: www.dell.co.uk/terms	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 www.dell.com website by simply accessing 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:

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:

www.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.

Important Additional Information

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

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 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 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.

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 seven (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 eight (8) days prior to commencement of the Service.

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.



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 on-site 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. For EMEA customers, unless stated otherwise in this Service Description or the Agreement, on-site service is available up to a distance of 150 kilometers from nearest Dell Logistics location (PUDO or Pick-Up/Drop-off location). Please contact your sales representative for more information about availability of on-site service in EMEA.

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 a customer's site. If a part that is needed to repair the system 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 Product Groups. 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, and media drives. 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.

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.

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. 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.

For more information about any of our service offerings, please contact your Dell representative or visit www.Dell.com/services

Availability varies by country.

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