

Service Description

Dell EMC ProSupport One for Data Center

Introduction

Dell EMC¹ is pleased to provide Dell EMC ProSupport One for Data Center (the “**Service(s)**” or “**Support Services**”) in accordance with this Service Description (“**Service Description**”). Your quote from Dell EMC (the “**Quote**”) will include the name of the Dell EMC Products (defined below), applicable Services and related options, if any. For additional assistance, or to request a copy of your governing agreement applicable to the Services (the “**Agreement**”), contact your Dell EMC sales representative. For a copy of your agreement with your applicable Dell EMC reseller, contact that reseller.

ProSupport One for Data Center Requirements

Customer must meet and maintain certain eligibility requirements as a prerequisite for this Service, including:

- A minimum install base of no fewer than one thousand (1,000) Dell supported products identified on your Dell Quote covered by a current ProSupport One for Data Center (“**ProSupport One**”) support option or the Customer satisfying Dell EMC’s then current annual revenue requirements for ProSupport One.
- All Dell EMC Products that are eligible for ProSupport One must be located within the same data center location and covered by a current ProSupport One support option. No exclusions are permitted.
- Customer must have and maintain a centralized support center and help desk to support the data center containing Dell EMC Products covered by ProSupport One.
- Dell EMC reserves the right to periodically audit the Customer’s adherence to the ProSupport One eligibility requirements. If Dell EMC determines that Customer has failed to achieve or maintain the ProSupport One eligibility requirements, Dell EMC reserves the right to change the Service and support option covering the Dell EMC Product from ProSupport One to ProSupport upon written notice to the Customer.

The Scope of This Service

The features of this Service include:

- Access on a 24x7 basis (including holidays)² to a senior level Dell EMC technical support resource from the Dell EMC Customer Service and Support organization for troubleshooting assistance of Products as detailed in **Attachment A**.
- On-site dispatch of a technician and/or delivery of replacement parts to the Installation Site or other Customer business location approved by Dell EMC as detailed in the Agreement (as necessary and according to support option purchased) to address a Product problem. Refer to **Attachment A** for more details on severity levels and onsite service options.
- Access to a remote Technology Service Manager (TSM) as specified in **Attachment A**.

In the event of a conflict between this document and an Attachment, the terms in the Attachment govern.

How to Contact Dell EMC if You Require Service

Online, Chat, and Email Support: Dell EMC website, chat², and email support available at www.Support.Dell.com and <https://support.emc.com/> as applicable.

Telephone Support Requests: Available on a 24x7 basis (including holidays). Availability may differ outside of the United States and is limited to commercially reasonable efforts unless otherwise specified in the applicable Attachment. Visit [Dell Regional Contacts](#) and <https://support.emc.com> (as applicable) for a list of applicable telephone numbers for your location.

¹ “Dell EMC”, as used in this document, means the applicable Dell sales entity (“Dell”) specified on your Dell Quote and the applicable EMC sales entity (“EMC”) specified on your EMC Quote. The use of “Dell EMC” in this document does not indicate a change to the legal name of the Dell or EMC entity with whom you have dealt.

² Availability varies by country. Contact your sales representative for more information.

Collaborative Assistance

If a Customer opens a service request and Dell EMC determines that the problem arises with an eligible third-party vendor's products commonly utilized in conjunction with Products covered by a current Dell EMC warranty or maintenance contract, Dell EMC will endeavor to provide Collaborative Assistance under which Dell EMC: (i) serves as a single point of contact until the problems are isolated; (ii) contacts the third-party vendor; (iii) provides problem documentation; and (iv) continues to monitor the problem and obtain status and resolution plans from the vendor (where reasonably possible).

To be eligible for Collaborative Assistance, Customer must have the appropriate active support agreements and entitlements directly with the respective third-party vendor and Dell EMC or an authorized Dell EMC reseller. Once isolated and reported, the third-party vendor is solely responsible to provide all support, technical and otherwise, in connection with resolution of the Customer's problem. **DELL EMC IS NOT RESPONSIBLE FOR THE PERFORMANCE OF OTHER VENDORS' PRODUCTS OR SERVICES.** View current Collaborative Assistance partners at [ProSupport Collaborative Assistance](#) and <https://support.emc.com/docu85596>, as applicable. Please note that supported third-party products may change at any time without notice to Customers.

Attachment A Dell EMC ProSupport One for Data Center for Dell Supported Products³

ON-SITE SERVICE OPTIONS

On-site response options vary depending on the type of service purchased. If you purchased an on-site support service response level, your invoice indicates the applicable on-site service response level, which corresponds to the tables below. Provided all applicable terms and conditions set forth in this Service Description have been fulfilled, Dell will dispatch a service technician to the Customer's business location for a "Qualified Incident" (the service response from Dell EMC to repair or replace defect(s) in workmanship pursuant to and occurring within the limited warranty period applicable to Customer's Supported Product(s) as necessary and pursuant to the Severity level and applicable on-site response table that follows.

If the Customer requires unescorted onsite technician service (such as for dark data centers), the Customer may elect to give selected, pre-cleared onsite service technician's full badged access to their data centers. Such unescorted access by a service technician pursuant to the delivery of the Services described in this Service Description does not relieve Customer of any of its obligations or duties set forth in this Service Description. Subject to applicable law, Customer agrees to release Dell and its affiliates and partners from any liability for any claims by Customer, other than claims for a reckless acts or acts deliberately intended to cause harm to the Customer or the site, by any person or entity engaged by Dell to deliver the Services described in the Service Description if such person or entity is unescorted by Customer. Customer will indemnify Dell and its affiliates and partners for claims by any third party related to the performance of the Services described in this Service Description, other than reckless acts or acts deliberately intended to cause harm to the Customer or the site by any person or entity engaged by Dell, that are filed against Dell in connection with Services performed during a period of unescorted access to the Customer's site.

DELL PROSUPPORT ONSITE RESPONSE WITH MISSION CRITICAL ENHANCED SERVICE

TYPE OF ONSITE RESPONSE	ONSITE RESPONSE TIME	RESTRICTIONS/SPECIAL TERMS
4-HOUR ONSITE SERVICE	Technician typically arrives onsite within 4 hours after completion of telephone- based troubleshooting.	<p>Available seven (7) days each week, twenty-four (24) hours each day - including holidays</p> <ul style="list-style-type: none"> <input type="checkbox"/> Available within defined four (4) hour response locations <input type="checkbox"/> Available on select models of Supported Products • 4 Hour parts locations stock mission critical components, as determined by Dell, of Supported Products. Non-mission critical parts may be shipped using overnight delivery <p style="text-align: center;">Emergency dispatch in parallel with troubleshooting available for issues assigned a Mission Critical Severity Level 1 status</p>
OUTSIDE CONTINENTAL UNITED STATES ("OCONUS") CUSTOMERS⁴	Following telephone-based troubleshooting, parts can be dispatched. Onsite arrival times will depend on OCONUS Customer location and part-availability.	<ul style="list-style-type: none"> <input type="checkbox"/> Limited to Dell-approved (US only) OCONUS Customers <input type="checkbox"/> Availability limited to select systems and locations. See http://www.dell.com/Fed/International for details <input type="checkbox"/> Federal Customers should consult OCONUS Service Locations in Customer's applicable separately-signed services agreement with Dell

³ Dell Supported Products (as defined below) refers to Supported Products purchased subject to a Dell quote, order form or other mutually-agreed form of order acknowledgment or invoice, and, if applicable, 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 in the Dell Services Terms & Conditions section(as applicable, the "Agreement").

⁴ Not all response times are available in all countries and locations. Contact your sales representative for more information.

DELL PROSUPPORT ONSITE RESPONSE WITHOUT MISSION CRITICAL ENHANCED SERVICE

TYPE OF ONSITE RESPONSE	ONSITE RESPONSE TIME	RESTRICTIONS/SPECIAL TERMS
NEXT BUSINESS DAY** ON- SITE RESPONSE SERVICE	Following telephone-based troubleshooting and diagnosis, a technician can be dispatched to arrive onsite the next business day.	<ul style="list-style-type: none"> <input type="checkbox"/> Available five (5) days each week, ten (10) hours each day - <i>excluding</i> holidays <input type="checkbox"/> Calls received by Dell expert center after 5:00 PM** local Customer time (Monday - Friday) and/or dispatches submitted by Dell after that time may require an additional business day for service technician to arrive at Customer's location <input type="checkbox"/> Available only on select models of Supported Products
OUTSIDE CONTINENTAL UNITED STATES ("OCONUS") CUSTOMERS ⁵	Following telephone-based troubleshooting, parts can be dispatched. Onsite arrival times will depend on OCONUS Customer location and part-availability.	<ul style="list-style-type: none"> <input type="checkbox"/> Limited to Dell-approved (US only) OCONUS Customers <input type="checkbox"/> Availability limited to select systems and locations. See http://www.dell.com/Fed/International for details <input type="checkbox"/> Federal Customers should consult OCONUS Service Locations in Customer's applicable separately-signed services agreement with Dell

** For a technician to arrive "Next Business Day," service calls must be received by the Dell EMC Technical Support center before their local dispatch cut-off times. Dispatch cut-off times can vary by country and range between 3:30 and 5:00 pm local Customer time (Monday through Friday) and/or dispatches made after local cut-off time may require an additional business day for service technician to arrive at Customer's location. Please contact your sales or technical support representative for additional details.

⁵ Not all response times are available in all countries and locations. Contact your sales representative for more information.

TECHNOLOGY SERVICE MANAGER ("TSM")

The TSM provides the following Services to Customer by remote means except as otherwise expressly specified below or unless customer has separately purchased an onsite TSM or related onsite service from Dell EMC:

- **Onboarding:** Onboarding assistance consisting of (i) verifying the accuracy of relevant Customer support information such as account name, business unit identification, address, authorized contacts and other basic onboarding and set-up details; and (ii) explaining how to contact Dell EMC to open service requests.
- **Service Report:** A report delivered via a Dell EMC designated website detailing:
 - Summary of open and closed service requests by month;
 - Verification of Equipment operating environment Software against target code recommendations; and
 - Contract status, including start/end dates and other basic contract details.
- **Service Review:** The TSM provides a service review of the details in the Service Report and such other topics mutually agreed upon by Dell EMC and the Customer (if any) during Onboarding.
- **Escalation Support:** Escalation support and coordination of technical, business and critical issues within Dell EMC.
- **Onsite Visits:** The Customer is entitled to a maximum of two (2) site visits per year as part of this Service. Customer may separately purchase additional TSM onsite visits which may be subject to an additional fee.

Included on Products covered by a ProSupport One for Data Center warranty or then current maintenance contract during Dell EMC's normal local business hours which may vary by region and country, excluding Dell EMC and local holidays. See additional Coverage Details below.

Service Report: Included on a monthly basis for Products that have Dell EMC's currently supported and approved remote monitoring tools and technology activated and enabled.

Service Review: Included on a periodic basis, no more frequently than monthly, for Products that have Dell EMC's currently supported and approved remote monitoring tools and technology activated and enabled. The Service Review is delivered by the remote TSM at a schedule to be mutually agreed upon with the Customer.

Dell EMC is responsible for performing only the TSM activities and tasks expressly specified in this document. All other tasks, activities and services are out of scope.

CUSTOMER RESPONSIBILITIES FOR TSM SERVICE FEATURE

Dell EMC's provision of the TSM service feature detailed above is contingent upon the Customer fulfilling the following responsibilities:

- Making an appropriate system maintenance window(s) available for the TSM as deemed necessary by Dell EMC.
- Ensuring that all environment, technical and operational requirements are met.

- Providing the TSM with timely access to (a) at least one technical contact with system administration responsibilities and appropriate system/information access privileges, and (b) applicable subject matter experts, systems and networks (including, without limitation, remote systems/ network access) as deemed necessary by Dell EMC.
- Assuming all responsibility for network connectivity, performance, and configuration issues.
- Verifying that the Equipment location(s) is/are prepared prior to the commencement of ProSupport One for Data Center.

REPORTING DELIVERY TO AUTHORIZED DELL EMC RESELLERS FOR END USER CUSTOMERS WHO PURCHASE VIA AUTHORIZED DELL EMC RESELLERS

ProSupport One for Data Center TSM reporting will only be delivered by Dell EMC to the authorized Dell EMC reseller or distributor (as applicable) identified on the Dell EMC quote (collectively, the “Reseller”). Reseller acknowledges and agrees that they have obtained appropriate consent from the end user customer(s) of the Reseller (“End User(s)”) to receive the End User customer’s TSM Reporting. Unless otherwise notified by the Reseller, Dell EMC will distribute ProSupport One for Data Center TSM reporting to the Reseller’s address and contact information provided to Dell EMC at the time the Service was purchased or the contact information that is contained in Dell EMC’s current sales and service records, as determined by Dell EMC. TSM reporting delivered to the Reseller will not be categorized by/for specific End Users. Custom reporting options may be available for separate purchase at an additional cost.

DELL SUPPORTASSIST

Dell SupportAssist is a software application that when installed and configured, will monitor your system and collect information to assist in providing technical support. In the event an issue is detected, the information collected can be sent to Dell to provide you with an enhanced, personalized and efficient support experience.

Used with ProSupport, SupportAssist will provide the following features and capabilities:

- Monitoring of systems for issues impacting normal operation and performance.
- Automatic creation of Dell Technical Support requests in the event of issue detection.
- Automatic uploading of diagnostics and other data that allows efficient diagnosis of issues.

By installing SupportAssist, you allow Dell to save your contact information (e.g. name, phone number, and/or email address) which would be used to provide technical support for your Supported System(s). By enabling the Log Collection features Dell may use the information gathered for providing recommendations to improve your IT infrastructure. Note: Removal or de-activation of SupportAssist or opting out of log collections options will impair Dell’s ability to provide customers with the certain features of the Services as described in this Service Description, as well as other services that require access to the information collected by SupportAssist to function properly.

To learn more about Dell SupportAssist and see the latest list of supported Dell products please visit the Dell SupportAssist website at: <http://Dell.Com/SupportAssist>.

GLOBAL COMMAND CENTERS

All Customers entitled to receive the Services will have access to Global Command Centers², which help manage critical situations in customer environments, monitor all onsite “mission critical” labor dispatches for Dell EMC Supported Products and provide proactive crises management coordination and communication during events such as natural disasters

COMPREHENSIVE SOFTWARE SUPPORT

Dell EMC ProSupport includes Dell EMC Comprehensive Software Support for select Dell OEM end-user applications, operating systems, hypervisors and firmware on Supported Products (the “Covered Software Products”) over the telephone, or by transmission of software and other information through electronic means, or by shipping software and/or other information to Customer. Covered Software Products include certain OEM server operating systems and hypervisors, such as Microsoft Hyper-V®, VMware ESX®, and Citrix XenServer®. Please contact a Dell technical support analyst for an up-to-date list of Covered Software Products. View current Comprehensive Software Support partners [here](#). Please note that supported third-party products may change at any time without notice to Customers.

Limits on Dell Comprehensive Software Support. Dell does not warrant that any particular software-related question will be resolved or that the Covered Software Product will produce any particular result. Situations giving rise to Customer’s questions must be reproducible on a single system (i.e., one central processing unit with its workstation and other peripherals). Dell may conclude that a software issue is sufficiently complex or that Customer’s Supported Product is of a nature that precludes effective analysis of the question through

telephone support. Customer understands and accepts that resolutions of certain issues giving rise to Customer's service request may not be available from the publisher of the relevant software title. Customer accepts that in such situations where no resolution is available from the publisher of the relevant software title, Dell's obligation to provide support to the Customer will be fully satisfied.

PROSUPPORT ONE FOR DATA CENTER OPTIONAL SERVICES

As part of ProSupport One for Data Center several optional services are available that can be selected by customers based on their specific needs. The optional services are stand-alone services and applicable terms for these services are available at <http://www.dell.com/ServiceContracts/global>. A few of the optional services are mentioned below.

OUT-OF-WARRANTY SUPPORT

For Dell EMC supported assets with an expired asset warranty that is less than 90 days expired, the Customer may purchase an out-of-warranty support service. This option allows the Customer to purchase technical support and service parts on a specific asset on a per-incident basis.

This service is subject to geographical availability and service parts availability at the time of request. Dell EMC will notify Customer at the time of request whether the service parts delivery can be performed.

Service parts delivery on expired assets is an optional service and will be billed to the Customer at the then- current fee schedule.

In some countries, replacement service parts associated with out-of-warranty support service are required to be purchased as non-warranty spare parts. In this case, Dell EMC cannot provide a delivery time, as the part must be shipped from Dell's spare parts depots. Note: The replacement part shipment might take considerable time depending upon Customer location of the Supported Product needing service.

[Out-Of-Warranty Support Service Procedures](#)

Customer must contact the global enterprise technical support team via phone to request out-of-warranty support. Procedures for requesting support will be the same as if the product was in warranty except that the enterprise technical support technician will confirm with the Customer that they want to proceed with out-of- warranty service at an additional fee.

[Out-Of-Warranty - Important Additional Information](#)

Term. The Out-Of-Warranty support service is available on a per-incident basis only through the diagnosis of the applicable issue. Dell EMC, at its discretion, may terminate this Service with prior notice to Customer.

Not Transferable. The Out-Of-Warranty support service is not transferable and is valid for the Customer. Customer may not use the Service in connection with a service bureau or any other distributing or sharing arrangement, on behalf of any third parties or with respect to any hardware or software not personally owned or leased by the Customer. Dell EMC reserves the right to suspend or terminate the Service if Dell EMC, in its sole discretion, determines that the Service is being misused, being used by any person other than Customer, or being used in breach of this Agreement.

Billing. The Out-of-warranty support service will be billed to the Customer during the next quarterly billing cycle.

Out of Scope. The Out-Of-Warranty support service does not cover and Dell EMC is not obligated to provide any services not expressly described in this Service Description. In addition, in the course of providing the Out-Of- Warranty support service, Dell EMC may determine that the issue is beyond the scope of the Out-of-Warranty support service. Dell EMC may use commercially reasonable efforts to refer Customer to the appropriate alternative resource.

Supported Products that are not eligible for warranty extension are not eligible for the Out-Of-Warranty support service as offered in this Service Description.

Customer acknowledges that Dell EMC may not be able to diagnose or solve Customer's particular problem.

[Service Parts Delivery Upgrade](#)

The Customer may request an upgrade of service parts delivery service for a specific asset at point-of-need for an additional fee. For example, an asset with next business day parts delivery SLA may be upgraded to same business day.⁶

The Customer may request an upgraded parts delivery service level by phone. Ability to provide upgraded parts delivery is subject to availability of service parts within Dell EMC's distribution depots, thus availability of the upgrade is not guaranteed.

It is possible that Dell EMC may temporarily not be able to service an upgraded service parts delivery request. When the Customer requests a service parts delivery upgrade, Dell EMC will verify that the upgrade service is available and will indicate to the Customer if the upgrade service request can be serviced.

The service parts delivery upgrade service is available for an additional fee to be billed in the ProSupport One for Data Center quarterly billing cycle.

EXCLUDED SERVICES

- Performance or administrative assistance.
- Activities such as installation, de-installation, relocation, preventative maintenance, training assistance, remote administration, or any activities or services not expressly described in this Service Description.
- Supply items, media replacement, operating supplies, cosmetic accessories or parts such as batteries, frames, and cover or support thereon.
- Direct third party product support or collaborative assistance of versions not currently supported by the manufacturer, vendor, or partner.
- Support to the hardware or/and software pre-installed or post-installed by OEM, unless it is covered by a separate service contract purchased from Dell.
- Spyware/virus removal.
- Data backup services.
- Advanced wireless, networking or remote installation, set-up, optimization and configuration of applications beyond those described in this Service Description.
- Scripting, programming, database design/implementation, web development or recompiled kernels.
- Repair of damage or defects in supported Products which are purely cosmetic and do not affect device functionality.
- Repairs necessitated by software problems, or as a result of alteration, adjustment, or repair by anyone other than Dell, Dell's Authorized Reseller or Service Provider or by customers utilizing Customer Self Replaceable (CSR) parts.

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 on the following page 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/CTS	www.dell.com/CTS
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/servicedescriptions/global .*	Local www.dell.com country-specific website or www.dell.com/servicedescriptions/global .*
Asia-Pacific-Japan	Local www.dell.com country-specific website or www.dell.com/servicedescriptions/global .*	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/servicedescriptions/global .* 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 <http://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.

GENERAL CUSTOMER RESPONSIBILITIES FOR ALL SUPPORTED PRODUCTS PURCHASED UNDER A DELL MASTER SALES AGREEMENT

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.

On-site Obligations. Where Services require on-site 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. Customer must also ensure installation of remedial replacement parts, patches, 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 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;
- 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.

GENERAL TERMS AND CONDITIONS FOR ALL WARRANTY-RELATED SUPPORTED PRODUCTS PURCHASED UNDER A DELL MASTER SALES AGREEMENT

Supported Products. This Service is available on supported products which includes select PowerEdge™, PowerVault™, PowerConnect™, Dell EqualLogic™ and Dell Storage SC™ systems 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. Please refer to the Service Tag on your Supported Product when contacting Dell for this Service.

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 for US. And Canadian customers is available for review at <http://www.Dell.com/Warranty> or posted outside of the United States at your regional Dell.com website. Customer acknowledges that the risk of hardware failures may increase as the age of Customer's Supported Product increases. A Supported Product or a component of a Supported Product that carries a limited lifetime warranty will be serviced by Dell according to this Service Description for the duration of your Dell ProSupport service contract. After your Dell ProSupport service contract period expires, subsequent Qualified Incidents related to a Supported Product or component with a limited lifetime warranty will be serviced pursuant to the Dell Basic Hardware Service contract available at

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

Dell International Services Program. This program provides service and support options when travelling with select Dell products outside of your home country and for a period of less than six (6) months. Additional terms and conditions apply; please contact Dell Technical Support for more details.

Whole Unit Replacement; Failure to Return; Service Part Ownership. 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). All Dell service parts removed from the Supported Product and/or whole units returned to Dell become the property of Dell. Customer must pay Dell at the then-current retail price for any service part or whole unit 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. 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. Dell uses and Customer expressly authorizes the use of new and reconditioned parts made by various manufacturers in performing warranty repairs.

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 as soon as is practical and commercially reasonable. 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, media drives, modems, speakers, sound cards, zip drives, monitors, keyboards, and mice. These parts may be shipped using overnight delivery. 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 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.

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, of 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 on-site response times will vary by geography and configuration, 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.

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. 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.

DELL EMC STORAGE SOFTWARE UPDATES

Dell EMC PS Storage:

Dell ProSupport One for Data Center for select Dell EMC EqualLogic Supported Products, including the Dell EMC 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 the invoice).

Dell EMC SC/SCv Storage Products:

Dell ProSupport One for Data Center for select Dell SC/SCv Storage Products includes both maintenance software updates and the introduction of new features, as applicable, to the storage firmware (Storage Center) and core software such as Enterprise Manager Foundation, Enterprise Manager Reporter, Dynamic Capacity, Data Instant Replay, and Dynamic Controllers (for the service period indicated on the invoice) Dell EMC Technical Support team will also provide maintenance software updates for optional System Center value-add software products provided that the corresponding software support service is purchased for each of the Dell EMC SC Storage Products value-add software products. The Systems Center value-add software products include Remote Instant Replay, Data Progression, Fast Track, Live Volume, Live Volume + RIRA, Virtual Ports, Replay Manager Management Suite, and Enterprise Manager Chargeback.

Patches and Bug Fixes. Dell EMC, as applicable, will periodically release patches and bug fixes to the applicable Storage Software for purposes of maintaining operating system compatibility and/or database compatibility; and any error corrections, workarounds and/or patches needed to maintain conformance to the Supported Product's documentation.

New Versions. New versions or releases of the applicable Storage Software are generally made available by Dell EMC at no additional charge to licensees for Storage Software that is installed on a Supported Product covered by a Dell limited warranty or an annual service or maintenance contract. New Versions generally consist of releases that contain patches and bug fixes, changes that reflect an expansion or extension of existing features, and changes that include substantial new features, functions, or capabilities.

May Require Additional Purchase. Dell EMC, as applicable, Storage Software Updates may require the purchase of a separate Dell EMC On-site Installation or as directed by Dell EMC in order to keep the Supported Product(s) eligible for this Service.

Renewal. Customer may be entitled to renew for additional periods and/or purchase additional Dell EMC Software Updates depending on the available options then in effect and in accordance with Dell EMC's then-current rates, terms and conditions by submitting a purchase order to Dell EMC. Dell EMC may change its rates, terms, and conditions for providing support at any time.

DELL PROSUPPORT ON NETWORKING PRODUCTS

Dell ProSupport, which is available on Dell PowerConnect products, may also include remote support in the following areas:

- Power on device and management of Internet Protocol (IP) address to enable the user for self-configuration
- Configuration Problem Assistance which includes explanation of networking features, answering questions about functionality, troubleshooting configuration issues, and answer syntax questions
- Best Practice Recommendations as defined by Industry and Dell published best practice documentation
- Installation and activation of licenses
- Troubleshoot and diagnose performance degradation based on prior established documented performance, including dropped packets.
- Performance troubleshooting assistance on single switch issues or where the devices is not performing to a Dell published specification
- Best effort interoperability with non-Dell specific devices
- Dell will periodically release patches and bug fixes to the applicable Software for purposes of maintaining operating system compatibility; and any error corrections, workarounds and/or patches needed to maintain conformance to the Supported Product's documentation.
- New versions or releases of the applicable Software are generally made available by Dell at no additional charge to licensees for Software that is installed on a Supported Product covered by a Dell annual support or maintenance contract. New Versions generally consist of releases that contain patches and bug fixes, changes that reflect an expansion or extension of existing features, and changes that include substantial new features, functions or capabilities.

DELL PROSUPPORT ON NON-STANDARD PARTS IN CUSTOM SERVERS

The repairs and exchanges of non-standard or unique parts ("Non-Standard Component Support Services") are a value-added exchange service complementing Customer's system warranty on the standard Dell components that require replacement due to defects in workmanship or materials ("Warranty Repairs"). Dell branded firmware/software for "Non-Standard Components" is NOT available, and the Customer must use manufacturer provided utilities to monitor and/or update the component. The Customer will also work with the manufacturer directly to resolve any quality issues related to software/firmware, utilities, and hardware. Dell will provide Non-Standard Support Services to replace non-standard or unique parts that Customer forecasted and guaranteed to be available as set forth above, and once Customer has made corresponding arrangements to assist Dell in placing any orders for service stock in order to facilitate repair activity. Provided Customer has accurately forecasted and Dell is not liable to Customer to ensure part availability, Dell will exchange the part that exhibits a defect according to the Customer's applicable response time for Warranty Repairs and install the replacement part in the Customer's system. Same day (e.g. 4 hour) parts and field response may not be available for "non-standard" component replacement, and Dell will default to Next Business Day Service in these cases. Replacement parts may be new or refurbished as permitted by local law, and fulfillment of Non-Standard Component Support Services repairs and exchanges may require Dell to utilize a third party manufacturer/third party publisher's warranty and/or maintenance services, and Customer agrees to assist Dell and provide any materials requested by any third party manufacturer or third party publisher to facilitate utilization of the corresponding third party warranty and/or maintenance services.

Dell's engineering testing of the resulting configuration pursuant to a separate statement of work (SOW) after installation of the non-standard or unique parts, software requested by Customer is a point in time activity and the Non-Standard Component Support Services are available only on the specific configuration as defined by Customer and tested by Dell. Dell will communicate the exact HW configuration tested including firmware levels. Once engineering testing is complete Dell will provide the results via reports with indication of Pass/Fail. Dell will use commercially reasonable efforts to support recognition and operation of the non-standard component on the Dell System, however modification of Dell standard utilities (including BIOS, IDRAC, DSET, and SupportAssist) will not be supported. Customer will be responsible for working with the manufacturer directly to resolve any non-standard component issues which arise during engineering testing (including quality issues, software, firmware, or hardware specifications/limitations). Additional Dell engineering testing after Customer has received a report with an indication of PASS will require a new SOW and associated non-recurring engineering fees, including any engineering testing requested in connection with a repair or replacement of any component of the configuration during the warranty term of the Customer's system.

ADDITIONAL TERMS APPLICABLE TO CUSTOMERS PURCHASING PROSUPPORT ONE FOR DATA CENTER LOW SERVICE CONSUMPTION TIER

In order to be eligible for the low service consumption tier the customer must meet the following criteria:

- The Customer must have a help desk to support their enterprise environment.
- Must be enrolled in TechDirect in order to self-dispatch supported customer replaceable unit (CRU) parts.
- Must use TechDirect or SupportAssist API in order to create service requests.

Technical Support Volume Selections

ProSupport One for Data Center offers two levels of technical support services. The levels are based on the volume of incidents per asset, and specified by product line.

Dell EMC will designate the level of technical support for each product line that Customer is entitled to receive based on Customer's internal support resources and service history, as applicable – the level chosen must be consistent across all covered assets within the product line.

Where applicable, the level of tech support corresponds to an allocation of incidents that the customer can be opened on the assets that are included within a specific product line. Any engagement with Dell EMC support teams that results in the creation of a Qualified Incident will be counted in the Customer's allocation of incidents for such specific product line.

Incidents may include multiple Dell EMC-to-Customer interactions, as long as each interaction is regarding the same asset and problem. Incidents will be counted in the quarter in which they are closed. Incidents serviced by the Point-of-Need Out-of-Warranty service will not count towards the allocation.

For more information about technical support volume selections please contact your Dell EMC sales representative and/or your TSM.

ADDITIONAL TERMS AND CONDITIONS APPLICABLE TO END USERS WHO PURCHASE THEIR SUPPORTED PRODUCT FROM AN OEM

An "OEM" is a reseller who sells the Supported Products in a capacity as an original equipment manufacturer that is purchasing Dell Products and Services from the Dell OEM Solutions (or its successor) business group for an OEM project. An OEM typically embeds or bundles such Dell Products in or with OEM Customer's proprietary hardware, software or other intellectual property, resulting in a specialized system or solution with industry or task-specific functionality (such system or solution an "OEM Solution") and resells such OEM Solution under OEM's own brand. With respect to OEMs, the term "Supported Products" includes Dell Supported Products that are provided without Dell branding (i.e. unbranded OEM-ready system), and "End-User" means you, or any entity purchasing an OEM Solution for its own end-use and not for reselling, distributing or sub-licensing to others. It is OEM's responsibility to provide first level troubleshooting to the End User. An appropriate best-effort initial diagnosis should be performed by OEM before the call goes to Dell. This responsibility stays with OEM even when its End-User engages Dell to request service, and if an End User contacts Dell for service without contacting their OEM, Dell will ask the End User to contact their OEM to receive first level troubleshooting before contacting Dell.