



Service Description

Dell EqualLogic™ Service Partnership Agreement

FOR SERVICE Log on to <http://support.dell.com/equallogic>

1. Agreement

This Service Description (“Service Description”, “Agreement” or “SPA”) is made by and between you (“Customer”) and the Dell entity identified on your purchase order or customer invoice (“Dell”). Dell is pleased to provide this Agreement in accordance with the following: (a) Terms of Sale available at <http://www.dell.com/>, and (b) Dell Customer Master Services Agreement (“CMSA”) available at <http://www.dell.com/servicecontracts/> or if applicable, Customer’s separately signed agreement with Dell. Sales outside of the United States are pursuant to the Terms of Sale and CMSA as posted on the applicable country and/or regional Dell website consistent with the location identified on Customer’s invoice.

Customer may purchase this Agreement from Dell or through one of its authorized resellers, in accordance with the terms and conditions set forth below. Maintenance services will be provided to Customer through Dell’s authorized service partner organizations (“SPO”). The coverage type, start date, and equipment and sites covered under this agreement are identified on Customer’s purchase order or invoice or listed in the attached Schedule A to be provided by email to Customer and attached in substantially the same form to this agreement (posted on <http://www.dell.com/servicecontracts>). “Equipment” includes hardware and embedded firmware products that are branded as “Dell EqualLogic” and covered under this Agreement.

2. Coverage Types & Hours

Dell will support the currently-shipping version of the firmware and one previous version only. All Equipment in one group at any one Customer location must be covered by the same Service Partnership Agreement coverage type identified below.

Service Partnership Agreement Coverage Types

Coverage Type	Hardware Coverage	Software Updates	Priority Call Support	On Site Service	Knowledge Base Access
Complete Care	Advanced replacement of parts and disk drives next business day	Length of Agreement	24x365	No Onsite Service - Parts Only	24x365
Complete Care Plus	A representative arrives on site, within four (4) hours from dispatch time, for advanced replacement of parts and disk drives.	Length of Agreement	24x365	4 Hour Onsite Service 24x365	24x365
Keep Your Hard Drive	Drives that fail, are not required to be returned to Dell and can stay at the Customer site.	NA	If accompanied with Complete Care or Complete Care Plus coverage	If accompanied with Complete Care Plus coverage	NA



3. Contracted Coverage

Complete Care coverage consists of the following services provided during the applicable coverage schedule: (a) priority handling of all trouble calls and emails, (b) telephone diagnostics, advice and troubleshooting, (c) providing advanced replacement of parts per section five of this service description.

Complete Care Plus coverage adds, where determined by Dell to be required, (d) on-site diagnosis of Equipment problems and (e) on-site repair or replacement of malfunctioning Equipment.

Keep Your Hard Drive (KYHD) gives customer complete control of their data by allowing them to keep failed hard drives when replacement hard drives are delivered.

4. Request For Service

All trouble calls and requests for service shall be made directly to Dell. Dell shall work with Customer to provide remote trouble shooting and fault isolation to determine the probable cause of failure. When requesting service, the Customer shall provide Dell with (a) the name and address of the Equipment user, (b) a description of the Equipment type, (c) part number, (d) model number, (e) unit service tag or serial number and (f) explanation of the symptoms that indicate that a problem exists. Note that Dell may require the unit to have the latest software/firmware updates installed as part of the resolution for the problem. If field service is necessary, and Customer has Complete Care Plus coverage, at our discretion, as determined by Dell customer support staff, Dell will contact SPO for service. SPO will be dispatched with the appropriate test equipment and replacement parts. It is the responsibility for the Customer to maintain the unit according to the user documentation included with the system. Field service will not be dispatched to handle normal maintenance items and/or replacing consumable items such as the batteries. For installation services, Dell will require a minimum of twenty (20) working days advance notice.

5. Advanced Replacement Program

Dell will maintain a sufficient number of spare units to provide advanced replacement equipment to Customer in the event of equipment failures. Upon receipt of Customer's request for an advanced replacement unit, and at the discretion of Dell, Dell will ship said advanced replacement equipment to Customer's site from Dell's nearest depot location. Customer will receive the advanced replacement equipment the next best date, typically the next business day, pre-paid via express delivery, unless otherwise specified by the Customer.

- a. Next business day delivery is available when the part is dispatched out Mon-Fri prior to 5:00 PM eastern time in the United States and Canada, 6:30 GMT for EMEA and the following local times in Asia Pacific: 15:00 in Japan, Philippines, Singapore and South Korea; 15:30 in India; 16:00 in Malaysia and Taiwan; 16:45 in Australia; 17:00 in Hong Kong; 17:30 in New Zealand; 18:00 in China and Thailand.
- b. Dell will provide a returned material authorization ("RMA") number to the Customer and the Customer will be responsible for returning the failed equipment to Dell within fifteen (15) business days. The return of failed equipment to Dell will be pre-paid and insured by Dell. The replacement unit shipping container should be utilized for return of the failed unit to Dell.
- c. If the failed unit is not received by Dell within fifteen (15) business days from the date the advanced replacement was dispatched to Customer, or the unit is not returned in the specified packaging, the Customer will be invoiced at the list price for the advanced replacement unit. The package must be labeled on the exterior of the shipping carton with an RMA number provided by Dell customer service.
- d. Products returned will not be accepted if there is damage due to external causes, including accident, abuse, misuse, problems with electrical power, servicing not authorized by Dell, usage not in accordance with product instructions, failure to perform required preventive maintenance, and problems caused by use of parts and components not supplied by Dell. If damage is evident from these causes, the Customer will be invoiced at the list price for the replacement unit.



6. Site Inspection

Dell and/or SPO may require a site inspection or be subject to a system qualification process over the phone for Equipment to be newly covered under a Service Partnership Agreement that has been in prior use. Customer shall be charged Dell's current T/M rate for such site inspections, plus any other charges for resulting work to restore the Equipment to good operating condition including the purchase of any software updates, if required.

7. Purchase Order

Customer shall furnish a Purchase Order number when ordering maintenance service from Dell or the purchase order furnished through an authorized reseller. Such Purchase Order shall include: (a) description of Equipment to be maintained, (b) quantity, (c) serial number(s), (d) type of service option desired, (e) Equipment location, (f) contact name for technical support, and (g) contact name for billing.

8. Customer's Responsibilities:

To receive service and support, you are responsible for complying with the following:

- a. Obtain valid Service Partnership Agreement: Dell must have received payment for the Service Partnership Agreement as outlined in the Terms of Payment section.
- b. Prepare for the call: We can serve you better if you have the following information before you call:
 - i. Service Partnership Agreement number
 - ii. Service Tag or Serial number of the unit
 - iii. Model number
 - iv. A concise description of the problem.
- c. Notify Dell of product location address changes at least thirty (30) days prior to the change

9. Access

Customer shall furnish Dell and SPO reasonable and free access to the Equipment. Any unreasonable delays or return service calls required because of denial of reasonable and free access to the Equipment will be separately billed to Customer as "Extra Coverage".

10. Terms Of Agreement

The initial minimum term of the Agreement is twelve (12) months (unless an extended term Service Partnership Agreement has been purchased) and is not subject to early termination. Thereafter, the Customer shall have the option of renewing for additional twelve (12) month terms. Maintenance services shall commence upon the shipment date.

11. Terms of Payment

All Agreement charges will be payable in advance. Terms of payment are payment in full, without offset, net thirty (30) days from receipt of invoice. All charges shall be paid in U.S. Dollars or in the currency of the country in which the Dell affiliate that supplied the services is domiciled, as invoiced by Dell or an affiliate of Dell. Dell reserves the right to charge a service fee on past due payments of one and one-half percent (1-1/2%) per month, but not in excess of the maximum allowed by law. Dell may suspend services if any payment owed is past due more than thirty (30) days.

12. Continuity of Coverage

If Customer does not purchase a Service Partnership Agreement or lets this Agreement lapse for any unit that was covered under an original Service Provider Agreement, the Customer may be subject to a Site Inspection or a system qualification process performed over the phone (see Section 7) to bring the unit up to good operating condition.



13. Price Changes

Prices will remain fixed during the initial term of the Agreement. Thereafter, prices are subject to change at any time upon a thirty (30) day prior written notice.

14. Product Additions

Customer may, from time to time, add Dell EqualLogic branded products/upgrades to be covered under this Agreement at the prevailing maintenance service charges for those products. The maintenance service charges will be added to this schedule and adjusted at the time of the renewal of the annual Service Partnership Agreement and will be subject to the same payment terms contained in this Agreement. Maintenance service coverage for additional products will become effective within fifteen (15) days after receipt of order. Unless otherwise agreed in writing, coverage for such new products will be terminated in the same manner, and at the same time as all other Products covered under this Agreement. All Equipment in one group at any one Customer location must be covered by the same Service Partnership Agreement coverage type.

15. LIMITED WARRANTY & LIMITATION OF LIABILITY

As stated in the Dell Customer Master Services Agreement (CMSA):

Limited Warranty. DELL WARRANTS THAT SERVICES WILL BE PERFORMED IN A GOOD AND WORKMANLIKE MANNER. EXCEPT AS EXPRESSLY STATED IN THE PRECEDING SENTENCE, DELL MAKES NO EXPRESS OR IMPLIED WARRANTIES WITH RESPECT TO THE SERVICES, INCLUDING BUT NOT LIMITED TO, ANY WARRANTY RELATING TO THIRD PARTY PRODUCTS OR THIRD PARTY SERVICES; ANY WARRANTY WITH RESPECT TO THE PERFORMANCE OF ANY HARDWARE OR SOFTWARE USED IN CONDUCTING SERVICES; ANY WARRANTY CONCERNING THE RESULTS TO BE OBTAINED FROM THE SERVICES OR THE RESULTS OF ANY RECOMMENDATION DELL MAY MAKE; AND, ANY IMPLIED WARRANTIES CONCERNING THE PERFORMANCE, MERCHANTABILITY, SUITABILITY, NON-INFRINGEMENT OR FITNESS FOR A PARTICULAR PURPOSE OF ANY OF THE DELIVERABLES OR OF ANY SYSTEM THAT MAY RESULT FROM THE IMPLEMENTATION OF ANY RECOMMENDATION DELL MAY PROVIDE.

Limitation of Liability. NEITHER CUSTOMER, DELL NOR DELL'S SUBCONTRACTORS WILL BE LIABLE FOR ANY INCIDENTAL, INDIRECT, SPECIAL OR CONSEQUENTIAL DAMAGES ARISING OUT OF OR IN CONNECTION WITH THE SERVICES PROVIDED BY DELL EVEN IF A PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. DELL SHALL NOT HAVE LIABILITY FOR (I) LOSS OF INCOME, PROFIT, OR SAVINGS, WHETHER DIRECT OR INDIRECT, (II) LOST OR CORRUPTED DATA OR SOFTWARE, OR (III) PRODUCTS NOT BEING AVAILABLE FOR USE. EXCEPT FOR CLAIMS THAT THE SERVICES (EXCLUDING THIRD PARTY PRODUCTS) CAUSED BODILY INJURY (INCLUDING DEATH) DUE TO DELL'S NEGLIGENCE OR WILLFUL MISCONDUCT, DELL'S TOTAL LIABILITY ARISING OUT OF, OR IN CONNECTION WITH, ANY SERVICES PURCHASED PURSUANT TO THIS AGREEMENT SHALL NOT EXCEED THE AMOUNTS PAID BY CUSTOMER FOR THE SPECIFIC SERVICE(S) GIVING RISE TO SUCH CLAIM DURING THE PRIOR TWELVE MONTH PERIOD.

High Risk Application Disclaimer. Dell has not tested or certified its products, Services or deliverables for use in high risk applications including medical life support, medical device, direct physical patient contact, water treatment, nuclear facilities, weapon systems, mass and air transportation control, flammable environments, or any other potentially life critical uses. Customer understands and agrees that Dell makes no assurances that the products, Services or deliverables are suitable for any high-risk uses.

Maintenance by Customer. THE CONTRACTED COVERAGE OUTLINED IN THIS AGREEMENT DOES NOT COVER DEFECTS RESULTING FROM IMPROPER OR INADEQUATE MAINTENANCE BY CUSTOMER; UNAUTHORIZED MODIFICATION; IMPROPER USE OR OPERATION OUTSIDE OF SPECIFICATIONS OR SUPPORTED CONFIGURATIONS FOR THE PRODUCT; ABUSE, NEGLIGENCE, ACCIDENT, LOSS OR DAMAGE IN TRANSIT; IMPROPER SITE PREPARATION; OR UNAUTHORIZED MAINTENANCE OR REPAIR. DELL DOES NOT WARRANT THAT THE OPERATION OF THIS PRODUCT WILL BE UNINTERRUPTED OR ERROR-FREE. DELL IS NOT RESPONSIBLE FOR DAMAGE THAT OCCURS AS A RESULT OF YOUR FAILURE TO FOLLOW THE INSTRUCTIONS INTENDED FOR THE DELL EQUALLOGIC HARDWARE

PRODUCT.



16. General Terms

In the event that (a) Customer fails to pay any charges under this Agreement beyond thirty (30) days after payment is due, or (b) either party defaults in the performance of any other obligation hereunder and such default continues for more than thirty (30) days after written notice thereof is given to the defaulting party by the other, this Agreement may be terminated by such other party. Such termination will be in addition to, not exclusive of, any other rights and remedies of the party terminating the Agreement.

At any time during the initial Agreement term or any subsequent Agreement term, Dell may evaluate the system its use and its environment and may qualify the continuation of this Agreement based on its environment or its use or such other changes are in the opinion of Dell reasonably necessary for proper maintenance of this system.

17. Notes

1. The Service Renewal Rate takes effect when service is not purchased together with the product.

For Service Renewal pricing please visit:

http://www.dell.com/downloads/global/services/comc_accda/eql_price_list_renewals_09252008.pdf

***Pricing is based on United States rates, regional pricing may vary. Customers located outside the United States, please contact your local sales representative.**

2. All arrays in a PS Series group must be at the same service level.
3. Installation of any upgrade to a Partial Configuration (8 disk drives and 1 controller) under service coverage requires purchase of a service plan upgrade to maintain service coverage. This includes controllers, additional drives or change in capacity of drives



Service Description: Dell EqualLogic SPA

Schedule A: Customer email confirmation

Thank you for your recent purchase of a Dell EqualLogic Service Plan.

This email is to confirm the following information regarding service registration for your Dell EqualLogic PS Series storage array. For your review, we have enclosed a copy of the Dell EqualLogic Service Plan. This email also contains specific support contact information as well as instructions for creating a Support Login Username, registering technical contacts for your company at the install site, and providing location address corrections or relocation notification for your PS Series Storage array.

Registration Number: Renewal Date: Install Site Contact Name: Install Site Contact Phone: Install Site Contact Email:	
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Service Plan Registration Information	
Company Name:	
Sales Order Number:	
Coverage Type:	
Product P/N:	
Product S/N:	
Product Service Tag:	
Product Configuration:	
Service Contract Start:	
Service Contract End:	
Install Site Address:	

Please keep this information readily available as it will assist our customer support activities.

To log a service request or contact customer support, use the Dell EqualLogic Support web site, <http://support.dell.com/equallogic> to create a case or call the following toll free numbers:

Australia	1-800-733-313	European Union (EU)	+44-207-026-0021
New Zealand	800-44-3561	USA / Canada	1-800-945-3355
India	1-800-425-9045	China	8008580960
Singapore	1-800-394-7447	Hong Kong	2969-3196
Taiwan	801-601-269	Japan	0120-912-740
Thailand	1-800-006-0005	Macau	0800-105
Malaysia	1-800-088-1304	Korea	080-200-3800

We encourage you to create a login to the Support site. Go to <http://support.dell.com/equallogic> and select the appropriate link. On the next screen click the "Login" button at the upper right. Then click the "Request a Support Account" link, and fill out the form on the resulting page. Support will approve it promptly, and you will have access to case creation, as well as Tech Reports, Solutions, Firmware Updates, and other downloads.



Correct Install Site Address information is especially important to Dell as we use it to maintain sufficient spare components to support your installation. If the information above is not correct, or ever changes, please notify Dell by sending an email to customer_service@equallogic.com. To ensure we can appropriately stock spares, please notify Dell of site address changes at least thirty (30) days prior to the change.

We welcome you to Dell and look forward to providing you with exceptional customer service.

Mailing Address: Dell EqualLogic Customer Service, 300 Innovative Way, Suite 301, Nashua, NH 03062-2711
Phone: (919) 767-5729 or (877) 887-7337 (Toll-Free in US and Canada)
Fax: (603) 579-6910
E-Mail: customer_service@equallogic.com
Internet: <http://support.dell.com/equallogic>