Service Description: Hardware Factory Integration

Service Overview

Through Dell’s Hardware Factory Integration service (the “Service” or “Services”), Dell installs FCC and UL-approved Dell or non-Dell non-standard hardware on new Dell hardware systems in the factory. The Service is available on Dell OptiPlex™, Latitude™, and Precision™ systems.

Not Included With This Service

• Any necessary licenses or hardware purchases.
• Physical installation of any hardware or software that is not related to this Service.
• Creation of hardware drivers.
• Troubleshooting or technical support for Customer image with non-standard hardware.
• Testing customer-specific applications or hardware for compatibility with the Customer’s image and non-standard hardware.
• Certification or validation of hardware configurations, components, or software applications.
• Any activities other than those specifically noted in this Service Description.

Customer’s Responsibilities

• Provide sufficient quantities of the non-standard hardware and associated software licenses or work with the CFI Project Manager to procure sufficient quantities of non-standard hardware for project development and acquire any necessary associated software licenses.
• Create, test, and verify that the non-standard hardware requested operates according to Customer needs on the Dell hardware configurations that will be purchased. **DELL WILL HAVE NO LIABILITY FOR LOSS OR RECOVERY OF DATA OR PROGRAMS ON ANY CUSTOMER SYSTEMS.**
• Provide the drivers needed for installation of the non-standard hardware.
• Complete, verify accuracy, sign and submit Technical Specification form.
• Validate that the Service meets requirements documented in the Technical Specification form.
• Provide signed Export Compliance certificate to Dell if applicable.

Key Service Steps

The delivery of the Service is initiated by development of a “project” within Dell’s Custom Factory Integration (“CFI”) group. Each set of non-standard hardware installation required will be managed through a unique project. If the Customer orders multiple custom factory integration services, they may be combined under a single project. The key steps in the project development process are:

• **Project Initiation**
  1. CFI Project Manager initiates contact with the Customer to document technical requirements and captures them in the Technical Specification form.
  3. Customer provides signed Export Compliance forms to Dell, if required.

• **Project Development**
  1. CFI Engineer develops instructions and scripts to enable factory installation of the non-standard hardware and any required drivers.
  2. Hardware installation process is tested in Dell’s facility.
  3. Customer may order a validation system or validation media for inspection.

• **Project Completion**
  1. Project is ready for volume orders.
2. Dell executes the project as described in the signed Technical Specification form.

Important Additional Information

Dell is not responsible for operability of any CFI configuration other than confirming the non-standard hardware components are installed in accordance with the Technical Specification form.

Indemnity. Customer accepts responsibility for, and agrees to indemnify and hold Dell harmless from, any and all liability, damages, claims or proceedings arising out of (i) the failure of Customer to obtain the appropriate license, intellectual property rights, or any other permissions, regulatory certifications or approvals required to support any Service Description, SOW, or Technical Specification Form or Dell's performance of the Services, or (ii) any inaccurate representations regarding the existence of an export license.

Export Compliance. Customer acknowledges that the Services sold under this Service Description, and the transaction contemplated by this Agreement, which may include technology and software, are subject to the customs and export control laws and regulations of the United States and may also be subject to the customs and export laws and regulations of the country in which the Services are rendered and/or received. Customer agrees to abide by those laws and regulations. Customer further warrants that any software provided by Customer and used as part of the Services contains no encryption or, to the extent that it contains encryption, such software is approved for export without a license. If Customer cannot make the preceding representation, Customer agrees to provide Dell with all of the information needed for Dell to obtain export licenses from the United States government and to provide Dell with such additional assistance as may be necessary to obtain such licenses. Notwithstanding the foregoing, Customer is solely responsible for obtaining any specific licenses relating to the export of software if a license is needed. Dell may also require export certifications from Customer for Customer provided software. Dell’s acceptance of any order for Services is contingent upon the issuance of any applicable export license required by the United States Government; Dell is not liable for delays or failure to deliver a product resulting from Customer’s failure to obtain such license or to provide such certification.

Terms and Conditions. Dell is pleased to provide these Services in accordance with this Service Description and the terms and conditions of the Dell Customer Master Services Agreement at http://www.dell.com/service_contracts/, or Customer’s applicable separate signed agreement with Dell.