



Service Description

On-site Diagnosis

Service Overview

Dell's On-site Diagnosis (the "Service") provides for optional diagnosis activities on-site at the Customer's business location for Supported Products* as set forth more specifically in this document (the "Service Description"). This Service helps minimize the Customer's time and interaction associated with routine phone-based incident troubleshooting provided under Dell's Limited Warranty and hardware support contracts by dispatching a service technician to the Customer's location to perform the troubleshooting on-site for the Customer. This Service includes:

- On-site troubleshooting assistance of the Supported Product by a service technician at the Customer's business location (indicated on Customer's invoice or Customer's applicable separately signed agreement with Dell).
- On-site assistance with parts replacement (if necessary) in accordance with the underlying Supported Product's warranty and separately-purchased service level support contract (following the completion of on-site troubleshooting).
- Firmware and driver updates (if necessary) to get the Supported Product to a working state (Customer must provide suitable security access).

***Supported Products:** This Service is available on select Dell PowerEdge™, PowerVault™, PowerConnect™, Dell | EMC Enterprise Storage™ systems which are in a standard configuration, as well as OptiPlex™, Latitude™ and Precision™ computer systems. The Supported Product covered under this Service Description is identified on Customer's Dell invoice. The invoice should indicate whether entitlement is per Customer and incident/resolution based or entitlement for specific Supported Product(s) identified with a serial number (the "Service Tag") over a specific period of time. Supported Products must also have an active on-site service contract (4-Hour or 2-Hour response) to be eligible for this On-site Diagnosis Service. These Services are not available at all locations. Please call sales representative for additional information.

Please read this Service Description carefully and note that Dell reserves the right to change or modify any of the terms and conditions set forth in this Service Description at any time, and to determine whether and when any such changes apply to both existing and future Customers.

Support Procedures

Contacting Dell for On-site Diagnosis Service:

1. **Before Customer contacts Dell, have the following information available:**
 - Service Tag number and/or case number.
 - Supported Product's invoice and serial numbers.
 - Model number of the Supported Product.
 - Current version of the operating system.
 - Brand names and models of any peripheral devices (such as a modem) being used; and
 - Description of the problem and any troubleshooting steps Customer has already taken.
2. **Call for Assistance**
 - In the event a problem occurs, the customer should call Dell Technical Support at the designated toll-free Technical Support number on your Dell invoice.
 - Provide the Service Tag number, Customer contact information, affected system location and other information as requested to the Dell Technical Support Agent.



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Key Service Steps for On-Site Diagnosis:

1. After verifying entitlement for Service, the Dell Technical Support Agent will schedule a technician to be dispatched to the Customer's site to perform troubleshooting.
2. Dispatch of the technician will occur as follows:
 - Supported Products will have a technician dispatched for on-site diagnosis consistent with the same response time as the Supported Product's on-site service contract (4 hour or 2 hour).
3. The technician will contact the Customer prior to arriving on-site to verify the Service request, scheduling, and confirm any details necessary to perform the Service.
4. After arriving at the Customer's site, the technician will assist in troubleshooting the issue by contacting Dell Expert Center to diagnose and dispatch (if required) parts to resolve the issue.
5. If, during the initial on-site troubleshooting process, it is determined that a part is required to complete the Service, the on-site technician will order a replacement part and will setup an additional service call. An on-site technician will return to the Customer's site to replace the dispatched part, within the response time as per the separately purchased on-site service contract (4 hour or 2 hour) for the Supported Product. (Response time is measured from the time the part dispatch call is logged.) An active on-site service contract for the Supported Product must be in place in order to receive replacement parts at no additional charge.

On-Site Diagnosis Does Not Include:

- De-installation, re-installation or configuration of product(s), software or application(s), unless expressly noted otherwise in this Service Description.
- Removal of de-installed Supported Product from the Customer's premises.
- Server/Storage software troubleshooting above and beyond returning the Supported (server or storage) Product to a working state (e.g. performance tuning, configuration, scripting or benchmarking).
- OptiPlex, Latitude or Precision software troubleshooting.
- Customization of the Customer's server or storage device except as expressly stated in this Service Description.
- Any recovery or transfer of data or applications.
- Warranty service or support for non-Dell systems, software, or components.
- Network printer installation or network file share mapping.
- Server, network or router configuration of any kind.
- Network services, including attachment of a system to a network (other than an Ethernet LAN).
- Replacement of parts. (Part replacement is pursuant to the Supported Product(s)'s separately purchased on-site service contract - such as Next Business Day, 4 hour or 2 hour response.)
- Any activity not specifically set forth in this Service Description.

Customer's Responsibilities

- **Software/Data Backup.** It is the Customer's responsibility to complete a backup of all existing data, software, and programs on Supported Products prior to Dell performing any Services. **DELL WILL NOT BE RESPONSIBLE FOR LOSS OF OR RECOVERY OF DATA, PROGRAMS, OR LOSS OF USE OF SYSTEM(S) OR NETWORK.** You understand and agree that under no circumstances will Dell be responsible for any loss of software, programs, or data, even if Dell technicians have attempted to assist you with your backup, recovery, or similar services. Any such assistance is beyond the scope of any Dell warranty and this Service Agreement. The assistance is provided in Dell's sole discretion and without any guarantee or warranty of any kind. Neither does Dell provide any guarantee or warranty of any kind with respect to any third-party product that a Dell technician may use in assisting you.



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- **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.
- **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 <http://support.ap.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.

Important Additional Information

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

Support Limitations. Dell is not liable for any failure or delay in performance due to any cause beyond its control. Service extends only to uses for which the Supported Product was designed.

Term and Renewal. Customer will receive Services for the term indicated on Customer's 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, and only 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 for the periods covered by such invoice. 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.

Relocation. These Services will be delivered to the site(s) indicated on the Customer's invoice or Customer's applicable separately signed agreement with Dell. Customer agrees to give Dell at least thirty (30) days notice online at <http://www.dell.com/globaltagtransfer> prior to relocating any Supported Products. These Services are not available at all locations. Dell's obligation to supply these Services to relocated Supported Products is subject to local availability and may be subject to additional fees, and to inspection and recertification of the relocated Supported Products at Dell's then current time and materials consulting rates. Customer will provide Dell with



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sufficient, free, and safe access to Customer's facilities for Dell to fulfill these obligations. This Service does not include support for damages resulting from moving the Supported Product from one geographic location to another or from one entity to another.

Cancellation. Customer may terminate this Service within thirty (30) days of Customer's receipt of the Supported Product by providing Dell with written notice of cancellation. If Customer cancels this Service within thirty (30) days of receipt of the Supported Product, we will send Customer a full refund less the costs of support claims, if any, made under this Service Description. However, if more than thirty (30) days have transpired since Customer's receipt of the Supported Product, Customer may not cancel this Service except as provided by an applicable local 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 makes a misrepresentation to Dell or its agents; Customer refuses to cooperate with or threatens in any manner the assisting analyst or on-site technician; Customer's repeated misuse of this Service for out of scope issues; or Customer otherwise breaches or fails to abide by all of the terms and conditions set forth in this Service Description. If Dell cancels this Service, we will send Customer written notice of cancellation at the address indicated in our records. 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 we send notice of cancellation to Customer, unless local 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.**

Dell may, at its discretion, terminate this Service Description on thirty (30) days notice to Customer, in which case Customer will be entitled to receive a pro-rated refund of any unearned support fees that Customer has paid. Any refund will be determined by Dell based on the passage of time and/or the number of support incidents at Dell's discretion.

Transfer of Service. Subject to the limitations set forth in this Service Description, Customer may transfer this Service to a third party who buys 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 Description, or Customer purchased the Supported Product and this Service Description from its original owner (or a previous transferee) and complied with all the transfer procedures set forth in this Service Description (including relocation terms above) and online at <http://www.dell.com/globaltagtransfer>. A transfer fee may apply.

Please note that if Customer or Customer's transferee moves the Supported Product to a geographic location in which these Services are 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.

Except as described above, Customer may not assign or otherwise transfer this Service or Customer's rights under it, or delegate Customer's obligations without Dell's prior written consent. Any attempt to do so is void.

Terms and Conditions. Dell is pleased to provide these Services, in accordance with this Service Description and the terms and conditions of any applicable separate signed agreement between Customer and Dell, and in the absence of such an agreement, Dell's standard Terms and Conditions of Sale, Service and Technical Support, which are available on request or at www.dell.com/ap/services/T&C.

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