



Service Description

On-site Diagnosis Service

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 Customer's applicable service contract coverage¹ 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 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™, Dell PowerVault™, Dell PowerConnect™, Dell | EMC Enterprise Storage™ systems which are in a standard configuration, as well as Dell OptiPlex™ and Dell Precision™ computer systems and select Dell printers. 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 (e.g., Next Business Day ("NBD"), 4 Hour or 2 Hour response) to be eligible for this On-site Diagnosis Service.

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.

Terms & Conditions Overview

This agreement ("Agreement" or "Service Description") is made between the customer ("you" or "Customer") and the Dell entity identified on Customer's invoice ("Dell"). By purchasing these Services (as defined herein) from Dell, Customer agrees to be bound by all terms and conditions set forth in this document. Customer agrees that renewing, modifying, extending or continuing to utilize the Services beyond the initial term is subject to the then-current Service Description available for review at the location provided in the Global Website Information table below.

Master Services Agreements. Dell is pleased to provide this Service Description in connection with Customer's separate signed master services agreement with Dell or, in the absence of such agreement, the following agreement is incorporated in its entirety by reference:

- **Direct Customers & End Users:** Dell's Customer Master Services Agreement ("CMSA") available for review at the location provided in the Global Website Information table below; or



- **PartnerDirect Certified Partners or Registrants and Resellers:** Dell's Terms and Conditions of Sale for Persons or Entities Purchasing to Resell available for review at the location provided in the Global Website Information table below.

Dell Services Acceptable Use Policy. All customer use of software, online services, or software-enabled services in connection with the Services is pursuant to the terms of the Dell Services Acceptable Use Policy ("AUP"), which is available for review at the location provided in the Global Website Information table below and incorporated in its entirety herein by reference. PartnerDirect Certified Partners or Registrants, Resellers and Service Providers are responsible for ensuring that their end-user customers assent to be bound by the terms and conditions of the AUP prior to use of the Services by end-users.

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
 - Call the number for this Service listed for your region at the end of this document
 - Provide the Service Tag number, Customer contact information, affected system location and other information as requested to the Dell Technical Support Agent.

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 within a 4 hour response time so long as the Customer's request has been logged prior to 5:00PM local Customer time provided the customer has purchased the same business day offer.
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 troubleshoot the issue. Should further help with diagnosis or parts be required to resolve the issue, the technician may contact Dell Expert Center for assistance on the Customer's behalf.
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 (such as "Next Business Day", 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.

Not Included With This Service:

- 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).
- 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 Responsibilities

- **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 www.support.dell.com for Supported Products. Customer must also ensure installation of remedial replacement parts, patches, software updates or subsequent releases as directed by Dell in order to keep the Support System(s) eligible for this Service.
- **Third Party Warranties.** These Services may require Dell to access hardware or software that is not manufactured by Dell. Some manufacturers' warranties may become void if Dell or anyone else other than the manufacturer works on the hardware or software. It is Customer's responsibility to ensure that Dell's performance of Services will not affect such warranties or, if it does, that the effect will be acceptable to Customer. **DELL DOES NOT TAKE RESPONSIBILITY FOR THIRD PARTY WARRANTIES OR FOR ANY EFFECT THAT THE DELL SERVICES MAY HAVE ON THOSE WARRANTIES.**
- **On-Site Obligations.** Where Services require on-site performance, Customer must provide free, safe and sufficient access to Customer's facilities and the Supported Product(s). Sufficient access includes ample working space, electricity, and a local telephone line. A monitor or display, a mouse (or pointing device), and keyboard must also be provided (at NO cost to Dell), if the system does not already include these items.
- **Data Backup.** Customer is strongly encouraged to complete a backup of all existing data and programs on all affected systems prior to the delivery of this Service. **DELL WILL HAVE NO LIABILITY FOR LOSS OR RECOVERY OF DATA OR PROGRAMS** or loss of use of system(s) arising out of the services or support or any act or omission, including negligence, by Dell or a third-party service provider.

Important Additional Information

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

Cancellation. Subject to the applicable product and services return policy for Customer's geographic location, Customer may terminate this Service within a defined number of days of Customer's receipt of the Supported Product by providing Dell with written notice of cancellation. If Customer cancels this Service within that period, Dell will send Customer a full refund less the costs of support claims, if any, made under this Service Description. However, if that period has transpired since Customer's receipt of the Supported Product, Customer may not cancel this Service except as provided by an applicable state/country/province law which may not be varied by agreement.



Dell may cancel this Service at any time during the Service term for any of the following reasons:

- Customer fails to pay the total price for this Service in accordance with the invoice terms;
- Customer refuses to cooperate with the assisting analyst or on-site technician; or
- Customer fails to abide by all of the terms and conditions set forth in this Service Description.

If Dell cancels this Service, Dell will send Customer written notice of cancellation at the address indicated on Customer's invoice. The notice will include the reason for cancellation and the effective date of cancellation, which will be not less than ten (10) days from the date Dell sends notice of cancellation to Customer, unless state law requires other cancellation provisions that may not be varied by agreement. **IF DELL CANCELS THIS SERVICE PURSUANT TO THIS PARAGRAPH, CUSTOMER SHALL NOT BE ENTITLED TO ANY REFUND OF FEES PAID OR DUE TO DELL.**

Relocation. This Service will be delivered to the site(s) indicated on the Customer's invoice. This Service is not available at all locations. Dell's obligation to supply the Services to relocated Supported Products is subject to local service 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 sufficient and safe access to Customer's facilities at no cost to Dell for Dell to fulfill Dell's obligations.

Service Parts Ownership. All Dell service parts removed from the Supported Product and returned to Dell become the property of Dell. Customer must pay Dell at the current retail price(s) for any service parts removed from the System and retained by Customer (except for hard drives from systems covered by Keep Your Hard Drive service) if Customer has received replacement parts from Dell. Dell uses new and reconditioned parts made by various manufacturers in performing warranty repairs.

Term and Renewal. Customer will receive Services for the term indicated on Customer's Dell invoice. Prior to the expiration of the service term, Customer may be entitled to extend the term depending on available options then in effect and in accordance with Dell's then-current procedures.

In addition, Dell may, at its option, propose to renew this Service by sending Customer an invoice to renew the Services. Customer may, at its option (where permitted by law), agree to such renewal of the Services by paying such invoice by the due date. Payment of renewal invoices shall indicate Customer's agreement to extend the term of this Service. By renewing this Service, Customer agrees that the then-current terms will apply to the renewal period. If Customer elects not to pay a renewal invoice, Services will be discontinued as of the expiration date set forth on the original or last paid Customer invoice.

Transfer of Service. Subject to the limitations set forth in this Service Description, Customer may transfer this Service to a third party who purchases Customer's entire Supported Product before the expiration of the then-current service term, provided Customer is the original purchaser of the Supported Product and this Service, or Customer purchased the Supported Product and this Service from its original owner (or a previous transferee) and complied with all the transfer procedures. A transfer fee may apply.

Please note that if Customer or Customer's transferee moves the Supported Product to a geographic location in which this Service is not available or not available at the same price as Customer paid for this Service, Customer may not have coverage or may incur an additional charge to maintain the same categories of support coverage at the new location. If Customer chooses not to pay such additional charges, Customer's Service may be automatically changed to categories of support which are available at such price or a lesser price in such new location with no refund available.



Global Website Information

Customer Location	Master Services Agreement & Service Contracts	PartnerDirect and Reseller Terms & Conditions	Dell Services Acceptable Use Policy
United States, Latin America & the Caribbean	www.dell.com/servicedescriptions	www.dell.com/termsandconditions	www.dell.com/aup
Canada	www.dell.ca/servicecontracts	www.dell.ca	www.dell.com/aup
Europe, Middle East & Africa	euro.dell.com/service-descriptions	www.dell.com *	www.dell.com/aup
Asia, Pacific & Japan	www.dell.com *	www.dell.com *	www.dell.com/aup

* Please utilize the "Choose a Country/Region" drop-down menu at <http://www.dell.com>

Dell PowerEdge™, Dell PowerVault™, Dell PowerConnect™, Dell | EMC Enterprise Storage™, Dell OptiPlex™ and Dell Precision™ are trademarks of Dell, Inc.

¹For EMEA, the limited warranty will be in accordance with Dell's standard terms and conditions of sale together with the appropriate service offering.