

Statement of Work

Keep Your Hard Drive Service Description (KYHD Service)

Keep Your Hard Drive Service Overview

The KYHD Service is a support service designed to give peace of mind to customers with sensitive, confidential and/or irreplaceable data stored on computer hard drives. If after completion of Dell's standard diagnostic procedures, as outlined in the onsite service Statement of Work relating to the hardware purchased, it is determined that the system has a faulty hard drive, the Dell KYHD Service allows the customer to keep the faulty hard drive and receive a replacement drive installed by a technician at the customer's location. The KYHD Service can be purchased for a term in years that matches the on site service, as indicated on your invoice. If the KYHD service is purchased for products already owned by the customer the KYHD service cannot exceed the outstanding term of the onsite service for that product.



Support Procedures

The KYHD Service can only be purchased with Dell products that have onsite service as their standard level of service or with systems that have their service level upgraded to onsite service. This KYHD Service is available for OptiPlex™, Dell Precision™, Dimension™, Latitude™, Inspiron™, PowerEdge™, PowerVault™ and Dell | EMC® systems.

- The KYHD Service is initiated by following Dell's standard call logging and diagnostic procedure for support services.
- **Standard service** covers labour and the replacement of faulty hard drives in the system unit after confirmed diagnosis by Dell Technical Support. KYHD Service **allows** the faulty hard drive to be left with the customer's designated contact for the service call.

Customer retains ownership (title and risk) of the defective hard drive in addition to ownership of the replacement hard drive, provided the system has been paid for in full. Ownership of all other defective parts or products transfers to Dell upon replacement in accordance with Dell's terms and conditions.

- Customer's retention of the hard drive does not affect the relevant service offering for the system from which it was removed. The retained hard drive will not receive any ongoing support.

Customer Responsibilities

Without limitation, it is the customer's responsibility to:

- Carefully review this service description for the KYHD Service purchased.
- Backup systems to safeguard against any accidental loss of data. Dell accepts no liability for loss of software or data.
- Recycle the faulty hard drive in accordance with all applicable local laws or regulations.
- Ensure the safekeeping and storage of all personal data contained on the replaced at hard drive.

Service Exclusions

Without limitation this service **does not** include:

- (i) Hard drives that are subject to a product recall due to Healthy and Safety risks, which must be returned to Dell in accordance with procedures notified at the time.
- (ii) Replacement of faulty hard drives materially in excess of the standard failure rates for the system involved (Dell monitors failure rates on hard drives and reserves the right to withdraw this service where it reasonably believes that the KYHD Service is being abused by customer).
- (iii) Disposal by Dell of faulty hard drives retained by the customer under this service.
- (iv) Third Party Hard Drives supplied by Dell.
- (v) Non-standard hard drives requested as part of the Dell Customer Factory Integration service.

This Service Description is subject to and supplements the terms and conditions of any applicable overriding signed Agreement between Customer and Dell and in the absence of such an Agreement, Dell's Standard Terms and Conditions of Sale and Service (including without limitation Dell's limitation and exclusion of liability as noted therein).

Dell's standard terms & conditions can be found at:

<http://www1.euro.dell.com/content/topics/topic.aspx/emea/topics/footer/terms?c=uk&l=en&s=gen&-lt=popup>



For further details on the service contract please refer to <http://www.euro.dell.com/service-descriptions>

Service specifications are valid in the EMEA region (Austria, Belgium, Czech Republic, Denmark, Finland, France, Germany, Greece, Ireland, Italy, Norway, Poland, Portugal, South Africa, Spain, Sweden, Switzerland, The Netherlands, UK and such other countries as Dell may advise you from time to time) only as specified herein and subject to change without notice. This document has been prepared as a description guide of the Dell Keep Your Hard Drive Service offering only. Neither Dell nor its affiliates assume any responsibility for inaccuracies, errors or omissions that may be contained herein Dell reserves the right to make improvements or changes to this document and the products and services described at any time, without notice or obligation.

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