

Service Description: Dell ProManage Asset Recovery Services IT Asset Resale Offsite Wipe Option

Service Overview

Dell is pleased to provide Asset Recovery Services. This service offers an environmentally appropriate and convenient way to dispose of computer Equipment. There are four key features to the Service: (1) **Scheduling**, (2) **Pick Up**, (3) **Processing** and (4) **Reporting**.

Definitions and Terms: As used in this Service Description, the following definitions will apply:

- a. "Asset Tag" will mean an external inventory label affixed to a Piece by Customer.
- b. "Dell's Logistics Provider" will mean logistics provider acting on instructions from Dell.
- c. "Logistics ID" will mean the unique identifier captured by Dell for each Piece being Picked Up hereunder.
- d. "Pick Up" will mean the collection process for Equipment from the Site.
- e. "Piece" will mean each desktop or portable computer (e.g. laptop, notebook, netbook, etc), monitor, printer, server or other IT hardware (collectively referred to herein as "Equipment").
- f. "Serial Number" will mean the unique identifier assigned to a Piece by the manufacturer.
- g. "Service(s)" will mean the processes for asset recovery described in this Service Description.
- h. "Site" will mean the Customer designated location at which the Pick Up is to be performed.
- i. "UEPP" will mean Dell's monthly Used Equipment Purchase Pricelist. The UEPP is time bound, and values fluctuate monthly. Contact the Dell Account Team for the most current UEPP.
- j. "Value Recovery" will mean compensation paid to Customer for each Piece of Equipment which is processed hereunder and is determined by Dell to be eligible for resale.

Terms & Conditions Overview

This agreement ("Service Description") is made between the customer ("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 Service Description. Please read this Service Description carefully and note that Dell may change the terms of this Service Description at any time by posting an update on www.dell.com/servicecontracts*.

This Service is provided in connection with Customer's separate signed master services agreement with Dell that expressly references and authorizes Customer to order ARS Services pursuant thereto; or, in the absence of such agreement, Dell's standard Customer Master Services Agreement ("CMSA"), which can be obtained at www.dell.com/servicecontracts* and is incorporated by reference in its entirety herein. Notwithstanding these master service agreements, in the event of an irreconcilable conflict between the provisions set forth in this Service Description and the CMSA (or any separately signed agreement), Customer hereby agrees the provisions set forth in this Service Description, being agreed upon subsequent to those of the applicable master agreement, shall govern.

* [The URL http://www.Dell.com/ServiceContracts](http://www.Dell.com/ServiceContracts) links Customer to Dell's global service contract webpage from where Customer will select their geographic region, preferred language (if applicable) and the appropriate business segment from which they purchased the Service (e.g. Large Enterprise, Small & Medium Business and/or Public Sector.). Customer will then be able to select the appropriate service contract for review. You may also contact your Dell sales representative for assistance with obtaining any service contracts Dell's Responsibilities

1. **Scheduling.**

- a. **Pick Up.** Dell will assign Dell's Logistics Provider for Pick Up and shipping of Equipment. Dell's Logistics Provider will contact Customer to confirm Piece count and schedule each Site for Pick Up at a

mutually agreeable date during business hours Monday – Friday 8:00am to 5pm (local time). Pick Up will generally be scheduled no earlier than three (3) business days after the date of contact.

- b. Changes/Cancellations. Two (2) business days notice prior to the scheduled date for Services is required for changes or cancellations to avoid additional fees.

2. **Pick Up.** Dell's Logistics Provider shall:

- a. arrive at the Site, contact Customer's Site representative and proceed to the Pick Up Site;
- b. record a unique Logistics ID for each Piece and record the number of Pieces being removed from the Site on the Pick Up Report;
- c. bulk package the Equipment using pallets, slip sheets and shrink wrap (Note: the Equipment will not be individually boxed – see Customer Responsibilities);
- d. provide Customer with a Bill of Lading or Way Bill for signature before leaving the Site; and
- e. transport the Equipment to Dell's processing site.

3. **Processing.** Upon arrival at Dell's equipment processing site, Dell will:

a. *Audit:*

- 1) record the Logistics ID for each Piece into an inventory tracking system;
- 2) record the following information for each desktop or portable computer, monitor and printer in the Equipment Settlement Report:
 - make, model, manufacturer, Serial Number, Asset Tag (if any), and screen size (if applicable)
- 3) record the following for each loose hard drive in the Equipment Settlement Report:
 - make, model number, manufacturer, Serial Number (if any)
- 4) record the following for all other Pieces:
 - a description sufficient to identify the Piece, condition of the Piece, manufacturer, Serial Number (if applicable), Asset Tag number (if applicable) and the weight of the Piece.
- 5) remove any Asset Tag.

b. *Functional Test:* Test and record the results for the following Pieces in the Equipment Settlement Report:

- Desktop or portable computer:
 - Functionality
 - Amount of Ram
 - Number and size of hard drives
 - Processor speed
 - CD Rom or DVD installed
 - Visual inspection of working LCD (portable computers)
- Monitors: functionality
- Printers: functionality

c. *Cosmetic Grading:* For all Equipment that is functionally tested, the cosmetic condition of each Piece will be recorded in the Equipment Settlement Report, for example, as follows*: (**Note: Grading legends may vary by region*)

- Class "C": Used equipment, complete and functional with normal wear and tear.
- Class "D": Used equipment missing components or with cosmetic damage that is in excess of normal wear and tear.
- Class "S" or "Scrap": Used equipment (ineligible for resale) to be recycled or broken down for parts. Also includes Equipment that is no longer marketable, is missing major components or is cosmetically damaged so that it cannot be resold.

d. *Value Optimization:* An attempt will be made to optimize the value of Equipment eligible for resale and to receive Value Recovery. Customer acknowledges that in order to receive the maximum Value Recovery, Equipment must be (a) in working order and include power cords and other items required to make each Piece pass an OEM operational test(s); and (b) in reasonable cosmetic condition, requiring no more than a light cleaning and without cracked plastics, such that all Equipment can be resold as operational with normal wear and tear for like used Equipment.

- e. *Resale & Value Recovery:*
- 1) The Value Recovery for any Piece which meets the UEPP pricing guidelines will be based on the value for such Piece as set out in the UEPP in effect for the month in which the Equipment was processed. The Value Recovery for any Piece which can be resold which does not meet the UEPP pricing guidelines will be determined by taking the value for such Piece as set out in the UEPP in effect for the month in which the Piece was processed and then reducing it to account for the factors that caused the Piece to not conform with the UEPP pricing guidelines.
 - 2) The Value Recovery for each Piece is subject to such adjustments as Dell, in its sole discretion, may consider reasonable.
 - 3) The Value Recovery for each Piece will be set forth in the Equipment Settlement Report and shall be binding on the Customer.
 - 4) Any Piece which fails the functional test or is classified as Scrap (see Class "S" in sample grading definitions Section 4.b) during the cosmetic test will result in the Piece being recycled or disposed by Dell in such a manner as to meet all applicable local country and state regulatory laws and requirements.
 - 5) Where Customer is eligible to receive Value Recovery:
 - a. For Equipment which is Picked Up in the United States or Canada, within thirty business (30) days following delivery of an Equipment Settlement Report and provided Dell has the required check remittance information for Customer on file, Dell shall pay to Customer the Value Remittance for Equipment processed in accordance with the criteria above.
 - b. For Equipment which is Picked Up outside of the United States or Canada, it is the responsibility of Dell's Service Provider to reimburse Customer upon receipt of a valid invoice from Dell's Customer. Dell will provide detailed information with each Equipment Settlement Report to assist in the production of the required invoice.
 - 6) Value Recovery is net of applicable taxes, and each party shall pay all sales and goods and services taxes owing in respect of the amounts payable by it hereunder.
- f. *Disposition of Hard Drives:*
- 1) perform a three (3) pass data wipe on functional and properly seated hard drives in any desktop computer, personal computer or server that is eligible for resale.
 - 2) destroy and dispose of all other hard drives in such a manner as to meet all applicable local country and state regulatory laws and requirements.
- g. *Disposal of Other Equipment:* All other Equipment which is not eligible for resale above, will be disassembled and either recycled, reused or disposed of by Dell in such a manner as to meet all applicable local country and state regulatory laws and requirements.
5. **Reporting.** Dell shall deliver to Customer within 35 business days* from the date of Pick Up the following report via email:
- a. Equipment Settlement Report; and
 - b. Confirmation of Disposal verifying all hard drives were wiped or destroyed in accordance with Section 4.f above and the disposal/recycling of all other Equipment was performed in accordance with applicable local country and state regulatory requirements and guidelines.

*(*Pick Ups in offshore territories, islands and other remote locations will be subject to a longer reporting lead time)*

Customer Responsibilities

1. **General.** CUSTOMER SHALL BACKUP ANY DATA OR SOFTWARE CUSTOMER DESIRES TO RETAIN PRIOR TO EQUIPMENT BEING MADE AVAILABLE TO DELL. Service provided under this Service Description does not include the restoration of any data or software from Equipment.
2. **Data Removal.** CUSTOMER SHALL REMOVE ANY AND ALL CONFIDENTIAL, PROPRIETARY, SENSITIVE OR OTHER NON-PUBLIC DATA AND ANY THIRD PARTY SOFTWARE FROM ALL EQUIPMENT PRIOR TO PICK UP BY DELL'S LOGISTICS PROVIDER.

3. **Pick Up.** Prior to Pick Up, Customer shall:

- a. declare, at time of Pick Up scheduling, any Site access issues or time restrictions;
- b. remove from Equipment and retain all loose data storage media (e.g. CD, DVD, ZIP);
- c. consolidate the Equipment at each Site in a ground level location which is reasonably accessible by the Dell Logistics Provider ("Pick Up Site");
- d. provide a Site representative to direct Dell's Logistics Provider to the Equipment;
- e. unpack/unbox all Equipment and clearly segregate such Equipment from equipment not for Pick Up (please note: if Equipment is packed or boxed by Customer prior to Pick Up, Dell may require the Pick Up to be rescheduled at Customer's expense);
- f. verify Equipment contains only computer hardware and no other products, materials, packaging or boxes;
- g. terminate or transfer all licenses associated with third party software (including but not limited to any theft deterrent or laptop tracking software) contained on Equipment; and
- h. verify Equipment is complete and properly assembled since the value for Equipment that has been disassembled (for example, hard drives, memory or batteries missing from the system) may be reduced or eliminated.

4. **Customer Warranty.** Customer represents and warrants as follows: (a) Customer has good and marketable title to the Equipment free and clear of all liens, claims and encumbrances of any kind; (b) Customer has removed all confidential, proprietary, sensitive or other non-public data from Equipment; (c) Customer is duly authorized to sell such Equipment and that such sale shall not result in a breach by Customer of any agreement or judgment binding upon Customer; and (d) unless otherwise disclosed by Customer and acknowledged by Dell in writing prior to shipping, the Equipment will be operating to the manufacturer's published specifications upon delivery to Dell.

If Customer breaches any of its obligations or warranties outlined in this Service Description, Dell shall not be obligated to provide the Services or liable for any damages resulting from Customer's breach. Alternatively, Customer may incur additional fees and expenses for any resulting additional time or materials, loss or damage incurred by Dell or its providers.

Pricing & Payment Terms

Customer will be charged on a per Piece basis subject to the minimum collection quantity indicated in the Dell Region matrix below. For quantities below the regional minimum, a charge equivalent to the cost of the stated minimum will be charged per collection.

Dell Region*	United States	Canada, Europe, Middle East, Africa	APJ
Minimum Pieces per Collection	10 Pieces	20 Pieces	30 Pieces

**Geographic Limitations may apply*

The per Piece price will be set forth in a Quote generated by Dell and includes the associated cables, peripherals, docking stations, port replicators, external drives, keyboards and mice.

Miscellaneous items will be aggregated, weighed and billed at the rate of one Piece for every 40 lbs or 18 Kg. of weight.

Pick Up and/or recycling of Customer's packaging/boxes are not included in the cost of this Service and will incur additional charges.

Customer hereby agrees to pay the price for each Piece per the applicable Dell order confirmation, as well as any additional fees/charges and costs set forth in this Service Description. Customer acknowledges and agrees that Dell shall be entitled to set off amounts due to Dell under this Service Description against the amounts otherwise payable by Dell to Customer hereunder.

Additional Fees.

- Services rendered by Dell for Pieces in excess of the amount ordered will be billed at the per Piece price for the associated Service.
- Standard transportation fees are included in the Service.
 - Piece(s) weighing more than 40 lbs or 18 Kg may incur additional transportation charges.
 - Pick Ups in offshore territories, islands and other remote locations will incur additional charges.
- If Customer, the Site and/or the Equipment do not conform to the requirements set forth in this Service Description, the applicable Services may need to be rescheduled and/or additional fees and charges will apply. Access, time or vehicle restrictions may incur additional charges.
- Failed Pick Up attempts by Dell's Logistics Provider where the Customer or Equipment (e.g. Equipment is packed by Customer prior to Pick Up) is not ready at the agreed upon date of the Pick Up may result in additional fees.
- Customer will be responsible for any costs incurred if incorrect Equipment is identified for Pick Up.

Important Additional Information

Not Transferable. The Service is not transferable by Customer.

Dell Partners. Dell reserves the right to deliver these Services, in whole or in part, using third party Service providers.

Service Change or Cancellation. Two (2) business days notice by Customer prior to the scheduled date for Services is required for changes or cancellations to avoid additional fees. To cancel the Service, send the request to the Dell Account Team. If a Pick Up has been scheduled by the Customer directly with Dell's Logistics Provider, Customer must also cancel the Pick Up directly with such Dell Logistics Provider.

No Returns. Equipment cannot be returned once Pick Up occurs.

No Contaminated Products. The Service will not be provided for Equipment that is or has become contaminated or suspected of being contaminated with chemicals, biological agents or other substances that are not integral to the original new Equipment or otherwise associated with normal office environments. Customer is liable for all costs and expenses associated with not informing Dell of any such contamination.

Title and Risk of Loss: Dell or Dell's Logistics Provider will bear the risk of loss or damage to the Equipment after departure from the Pick Up Site. Title will be deemed to pass to Dell or Dell's Logistics Provider upon receipt and possession of the Equipment by Dell or Dell's Logistics Provider.

Software/Data Backup. DELL HEREBY DISCLAIMS ANY AND ALL LIABILITY FOR ANY RESTORATION OF DATA OR SOFTWARE ON EQUIPMENT.

Commercially Reasonable Limits to Scope of Service. Dell may refuse to provide Services if, in its opinion, the condition, size or location of the Equipment creates an unreasonable risk to Dell or Dell's Service providers or is beyond the scope of Services. Dell is not liable for any failure or delay in performance due to any cause beyond its control.

Limits of Data Wipe. No data wipe process leaves a hard drive as free from unreadable residual data as a comparable new product. Dell makes no (i) recommendations regarding the Customer's data removal requirements or (ii) representations regarding the effectiveness of one method of data removal over another.

Terms and Conditions. As it relates specifically to the Services provided under this Service Description only, and despite any conflicting terms in the CMSA, your master services agreement, or any other agreement as it may pertain to these Services, the following terms and conditions apply:

A. Warranty. DELL WARRANTS THAT IT WILL PERFORM THE SERVICE WITH COMMERCIALY REASONABLE CARE. DELL MAKES NO OTHER WARRANTY AND DISCLAIMS ALL OTHER WARRANTIES AND CONDITIONS, WHETHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, ANY IMPLIED WARRANTIES OR CONDITIONS OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

B. Limitation of Liability. DELL'S AND ITS SERVICE PROVIDERS' LIABILITY FOR SERVICES PROVIDED IN ACCORDANCE WITH THIS SERVICE DESCRIPTION, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH LIABILITY, WILL BE AT ALL TIMES SUBJECT TO THE FOLLOWING LIMITATIONS AND EXCLUSIONS:

- 1. IN NO EVENT SHALL DELL BE LIABLE (WHETHER IN CONTRACT, TORT OR OTHERWISE) FOR ANY OF THE FOLLOWING: (I) LOST PROFITS, LOSS OF BUSINESS OR COMPLIANCE WITH THIRD PARTY REQUIREMENTS THAT MAY APPLY TO DATA ON EQUIPMENT, (II) CONSEQUENTIAL, SPECIAL, INDIRECT, INCIDENTAL OR PUNITIVE (IF APPLICABLE) DAMAGES, OR (III) ANY THIRD PARTY CLAIM.**
- 2. IN NO EVENT SHALL DELL BE LIABLE (WHETHER IN CONTRACT, TORT OR OTHERWISE) FOR ANY DAMAGES ARISING FROM OR RELATING TO THE CORRUPTION, LOSS, DISCLOSURE OR USE OF DATA, CONFIDENTIAL INFORMATION OR THIRD PARTY SOFTWARE WHICH CUSTOMER FAILS TO REMOVE FROM ANY EQUIPMENT PRIOR TO MAKING SUCH EQUIPMENT AVAILABLE TO DELL FOR PICK UP HEREUNDER.**
- 3. DELL'S MAXIMUM AND SOLE LIABILITY (WHETHER IN CONTRACT, TORT OR OTHERWISE) ARISING OUT OF OR IN CONNECTION WITH ANY CLAIM FOR LOSS OF ANY PHYSICAL ITEM OF EQUIPMENT SHALL IN NO EVENT EXCEED THE VALUATION THEREOF SET OUT IN THE UEPP FOR THE MONTH IN WHICH THE ITEM WAS FIRST DISCOVERED AS LOST.**
- 4. DELL'S AGGREGATE LIABILITY (WHETHER IN CONTRACT, TORT OR OTHERWISE) FOR ANY AND ALL CLAIMS OF LIABILITY ARISING OUT OF, OR IN CONNECTION WITH THIS SERVICE DESCRIPTION WITHIN ANY CALENDAR YEAR SHALL NOT EXCEED THE TOTAL AMOUNT OF FEES PAID OR PAYABLE BY CUSTOMER UNDER THIS SERVICE DESCRIPTION IN SUCH CALENDAR YEAR.**

DELL DOES NOT LIMIT ITS LIABILITY FOR FRAUD, PERSONAL INJURY OR DEATH ARISING FROM ITS NEGLIGENCE OR ANY OTHER LOSS THAT CANNOT BE LIMITED UNDER APPLICABLE LAW. IN THE EVENT APPLICABLE LAW PROHIBITS IN ANY PART ANY LIMITATION OF LIABILITY IN THIS SERVICE DESCRIPTION, THE PARTIES AGREE THAT SUCH LIMITATION SHALL BE MODIFIED, WITHOUT FURTHER ACTION OF EITHER PARTY, SO AS TO BROADLY APPLY TO THE MAXIMUM EFFECT ALLOWED BY APPLICABLE LAW.

