

## Service Description: Image/Software Factory Integration

### Service Overview

Dell's Image/Software Factory Integration service (the "Service" or "Services") loads a Customer-supplied software image onto new Dell hardware systems in the factory. The Service is available on Dell OptiPlex™, Latitude™, and Precision™ systems.

### Not Included With This Service

- Any application licenses or purchases.
- Physical installation of any hardware or software that is not related to this Service.
- Creation of a Customer image.
- Troubleshooting or technical support for image creation.
- Testing Customer-specific applications or hardware for compatibility with the Customer's image.
- Any activities other than those specifically noted in this Service Description.

### Customer's Responsibilities

- Keep a copy of the image sent to Dell. **DELL WILL HAVE NO LIABILITY FOR LOSS OR RECOVERY OF DATA OR PROGRAMS ON ANY CUSTOMER SYSTEMS.**
- Acquire all necessary licenses to support Customer image.
- Create, test, and verify that the provided image operates according to Customer needs on the Dell hardware configurations that will be purchased.
- Complete, verify accuracy, sign and submit Technical Specification form.
- Ensure image contains all required drivers, and that there is no unsupported hardware within the device manager other than that hardware documented in the Technical Specification form.
- Provide product key for the operating system.
- Validate that the Service meets requirements documented in the Technical Specification form.
- Provide signed Export Compliance certificate to Dell.

### Key Service Steps

The delivery of the Service is initiated by development of a "project" within Dell's Custom Factory Integration ("CFI") group. Each image the Customer provides to Dell 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.
  2. Customer validates accuracy of technical specifications. If accurate, Customer signs Technical Specification form.
  3. Customer provides signed Export Compliance forms to Dell. These forms certify that Customer will not ship the image outside the United States without specific approval from the Federal government.
  4. Customer provides software image to Dell. The image may be sent to Dell by FTP, or by mailing a CD, DVD, or imaged hard drive.
- **Project Development**
  1. CFI engineer develops scripts to enable factory loading of the image and to set any customizations requested by the Customer.
  2. Image download 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, and using the image current as of the date specified in the signed Technical Specification Form.

### Important Additional Information

- The service is available for images built using major imaging tools, including ImageX and software by Symantec™ Ghost™, Altiris™, and PowerQuest™. Check with the CFI Project Manager for capability using other imaging tools.
- The service is available for images built using major operating systems, including Windows® XP, Windows Vista™, and Linux®. Check with the CFI Project Manager for capability on other operating systems.
- Image must be built on Dell hardware on the configurations that will be purchased. If Customer does not have the specific Dell hardware/configuration, the Customer should purchase an evaluation unit to use when building the image.

**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/](http://www.dell.com/service_contracts/), or Customer's applicable separate signed agreement with Dell.



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