



Service Description

Dell ProSupport for End-Users

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. 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 www.dell.com/servicecontracts.

- **Direct Purchasers & End Users Who Purchase Dell Services from a Reseller.** This Service is provided in connection with Customer's separate signed master services agreement with Dell or, in the absence of such agreement, Dell's Customer Master Services Agreement ("CMSA"), which can be obtained at www.dell.com/servicecontracts and is incorporated by reference in its entirety herein.
- **PartnerDirect Registered or Certified Partners and Resellers.** This Service is provided for resale by authorized resellers in connection with Dell's Terms and Conditions of Sale for Persons or Entities Purchasing to Resell, which can be obtained at www.dell.com/servicecontracts and is incorporated by reference in its entirety herein.

Service Overview

Dell is pleased to provide Dell ProSupport for End-Users (the "Service" or "Services") for select server, storage, desktop and notebook systems and printers (the "Supported Products" as defined below) in accordance with this Service Description. In addition to the features below, this Service provides technical support options (telephone, Internet, etc.) and service parts and related labor services to repair and/or replace defect(s) in workmanship pursuant to and occurring within the limited warranty period applicable to Customer's Supported Product(s) ("Qualified Repair(s)").

This Service includes:

- Direct telephone access 24 hours/day, 7 days/week (including holidays)* for Customer's to Dell's global Expert Center staffed by senior-level analysts for troubleshooting assistance of hardware and software issues.
- On-site dispatch of technician and/or warranty parts to Customer's business location (as necessary and according to level of service purchased) for repairs and resolution necessary due to a defect in materials or workmanship on a Supported Product.
- Remote troubleshooting assistance for many common support issues, when available and with Customer's consent, in which Dell technicians connect directly to the user's system over a secure internet connection to expedite and enhance the troubleshooting process.
- Application assistance with questions or issues associated with common Dell OEM end-user applications such as Norton AntiVirus™ software, Microsoft® Office software suite, Microsoft Small Business Server solution, Intuit® QuickBooks® accounting software, Adobe® Photoshop® software and Adobe Acrobat® software.
- Getting started advice or set up assistance associated with simple networks (including wireless) and configuration assistance (remote configuration when available and with Customer's consent) with common task and Dell OEM small business applications such as those listed above.
- Access to online support forums 24 hours/day, 7 days/week.
- Access to Global Command Centers which help manage critical situations in Customer environments, monitor all on-site mission critical dispatches, and provide proactive crisis management coordination and communication during events such as natural disasters.
- Case management to help track resolution and escalation of issues.



- Escalation management to provide a single point of contact for incident management, escalation and status of incidents within the scope of this Service.

Supported Products: This Service is available on select Dell PowerEdge™, PowerVault™, PowerConnect™, Dell Equal Logic™, Dell | EMC Enterprise Storage™ systems which are in a standard configuration, as well as OptiPlex™, Precision™, Latitude™ computer systems and select Dell printers which are in a standard configuration (the “Supported Products”). The Supported Product covered under this Service Description is identified on Customer’s Dell invoice; however Software & Peripheral products purchased through the Dell Software & Peripheral store are **not** covered by this Agreement. A separate service contract must be purchased by Customer for each Supported Product (for instance, the printer attached to an entitled system is NOT covered unless the printer has a separate support contract of its own). Each Supported Product will be tagged with a serial number (the “Service Tag”). Additional products may be covered by this Service Description or added to the Supported Products list depending on region, location, or language. Please contact your Dell sales representative for more detailed 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

Methods of Contacting Dell for Service

- A. **Fast-Track Dispatch Support:** For Customers enrolled in Fast-Track dispatch, Qualified Repairs may be handled by certified Customer technicians through the submission of a service request online to the Dell ProSupport Fast-Track Dispatch website for the appropriate region (see Fast-Track dispatch enrollment application and Service Description for complete terms and processes).
- B. **Dell ProSupport Web site, Chat, and Email Support** available at
- C. **Telephone Support Requests:** Available 7 days/week, 24 hours/day, 365 days a year – including holidays. Availability may differ outside of the United States is limited to commercially reasonable efforts.

Step One: Call for Assistance

For telephone support requests, contact your Regional Dell ProSupport support center. Regional telephone numbers can be found at <http://www.dell.com/prosupport/regionalcontacts>.

- Call from a location which includes physical access to the Supported Product if needed during phone-based troubleshooting.
- Provide the Service Tag number and other information as requested by the analyst. The analyst will verify Customer’s Supported Product, applicable Service Description and confirm any expiration of Services.

Step Two: Assist with Phone-based Troubleshooting

- When requested, identify error messages received and when they occur; what activities preceded the error message; and what steps Customer has already taken to attempt to solve the problem.
- The analyst will work with Customer through a series of troubleshooting steps to help diagnose the issue.
- If an on-site dispatch of a service technician is necessary, the analyst will provide Customer with additional instructions.

Severity Levels and Dell Response for Products with “Mission Critical” Service: Customers calling Dell with a Qualified Repair may designate the severity level of the incident and associated conditions using the below chart.

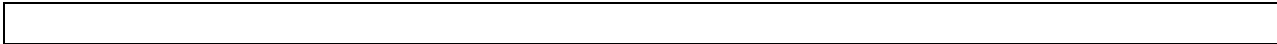
Severity	Condition	Dell Response	Customer Role
1	Complete loss of critical business function, requiring immediate response.	Emergency dispatch in parallel with immediate phone troubleshooting; quick Escalation Manager intervention.	Provide 24x7 allocations of appropriate staff/resources in support. Site senior management informed and engaged.



2	High impact, but imminent workaround or resolution available; 24x7 resource allocation not available to support Dell response	Immediate phone troubleshooting; Escalation Manager intervention if remote diagnosis has not been determined within 90 minutes of contact. Parts/labor dispatch <i>after</i> telephone troubleshooting and diagnosis.	Provide appropriate staff and resources to sustain continuous communication and work efforts. Site senior management informed and engaged.
3	Minimal business impact	Troubleshooting by phone, parts/labor dispatched <i>after</i> telephone troubleshooting and diagnosis, and case status as mutually agreed.	Provide point-of-contact information for case and respond to Dell requests within 24 hours.

Severity Levels and Dell Response for Products without “Mission Critical” Service: Customers calling in may designate the severity level of the incident and associated condition using the below chart.

Severity	Condition	Dell Response	Customer Role
2	High impact, but imminent workaround or resolution available; 24x7 resource allocation not available to support Dell response	Immediate phone troubleshooting; Escalation Manager intervention if remote diagnosis has not been determined within 90 minutes of contact. Parts/labor dispatch <i>after</i> telephone troubleshooting and diagnosis.	Provide appropriate staff and resources to sustain continuous communication and work efforts. Site senior management informed and engaged.
3	Minimal business impact	Troubleshooting by phone, parts/labor dispatched <i>after</i> telephone troubleshooting and diagnosis, and case status as mutually agreed.	Provide point-of-contact information for case and respond to Dell requests within 24 hours.



SERVICE PARTS AND RELATED LABOR SERVICES

Regardless of the service response level purchased, some component parts are specifically designed for easy Customer removal and replacement: such parts are designated as Customer Self Replaceable (CSR). If during the diagnosis, the Dell Analyst determines that a Qualified Repair can be accomplished with a CSR designated part, Dell will ship the CSR designated part directly to the Customer. CSR parts fall into two categories:

- **Optional CSR parts** – These parts can be replaced by the Customer. Depending on the type of service that was purchased with the Supported Product, Dell may provide an Onsite Technician to replace the parts.
- **Mandatory CSR parts** – Dell does not automatically dispatch installation labor on Mandatory CSR parts, however, ProSupport customers who require assistance can request installation assistance, at no fee, during the request for assistance.

The freight method used to ship the CSR part is based on the level of service purchased by the Customer.

- Service parts for customers with Next Business Day Service will be shipped via a next business day freight method.
- Service parts for customers with Return for Repair Service will be shipped via ground freight service.

Once the Dell analyst has determined whether it is necessary to replace a part or return the system, the Customer will be informed of the next steps to take. Depending on the service level that was purchased by the Customer, the following On-Site or Return for Repair procedures apply.



On-Site Support Service Response Levels

On-site response options vary depending on the type of service purchased and whether or not Mission Critical was purchased with Dell ProSupport for End-Users. If you purchased ProSupport with an On-Site Support service response level, your invoice indicates the applicable On-Site service response level outlined below. Provided all applicable terms and conditions set forth in this Service Description have been fulfilled, Dell will dispatch a service technician to the Customer's business location for a Qualified Repair as necessary pursuant to the Severity level and applicable on-site response table below:

A. Dell ProSupport for End-Users On-Site Response *with Mission Critical*

This Service when purchased in conjunction with Mission Critical provides faster response times and may initiate a critical situation ("Crit Sit") process for severity level 1 issues and Emergency Dispatch when required.

Emergency Dispatch for Mission Critical Severity Level 1 issues: Supported Products with both a Dell ProSupport for End-Users and Dell ProSupport Mission Critical contract with 2-hour or 4-hour on-site response will have an on-site technician dispatched, if necessary, in parallel with phone-based troubleshooting. Following completion of problem determination the analyst will determine if the issue requires parts to be dispatched.

Dell ProSupport for End-Users On-Site Response with Mission Critical

Type of On-Site Response	On-site Response Time	Restrictions/Special Terms
2-Hour On-Site Response with 6-Hour Repair Service*	Technician usually arrives on-site within 2 hours after completion of telephone-based troubleshooting and usually repairs the hardware within 6 hours of dispatch.	<ul style="list-style-type: none"> • Available 7 days/week, 24 hours/day - including holidays. • Available within defined 2 hour response locations. • Available on select models of Supported Products. • Emergency dispatch in parallel with troubleshooting available for Mission Critical Severity Level 1.
4-Hour On-Site Service *	Technician usually arrives on-site within 4 hours after completion of telephone-based troubleshooting.	<ul style="list-style-type: none"> • Available 7 days/week, 24 hours/day - including holidays. • Available within defined 4 hour response locations. • Available on select models of Supported Products. • Emergency dispatch in parallel with troubleshooting available for Mission Critical Severity Level 1.
8-Hour On-Site Service *	Technician usually arrives on-site within 8 hours after completion of phone-based troubleshooting.	<ul style="list-style-type: none"> • Available 7 days/week, 24 hours/day - including holidays. • Available within defined 8 hour response locations. • Available on select Dell OEM products only. • Emergency dispatch in parallel with troubleshooting available for Mission Critical Severity Level 1.



B. Dell ProSupport for End-Users On-Site Response *without* Mission Critical

Dell ProSupport for End-Users Standard On-Site Response options (non Mission Critical)

Type of On-Site Response	On-site Response Time	Restrictions/Special Terms
4-Hour On-Site Service *	Technician usually arrives on-site within 4 hours after completion of telephone-based troubleshooting.	<ul style="list-style-type: none">• Available 7 days/week, 24 hours/day - including holidays.• Available within defined 4 hour response locations.• Available on select models of Supported Products.
Next Business Day On-Site Response Service *	Following telephone-based troubleshooting and diagnosis, a technician can usually be dispatched to arrive on-site the next business day.	<ul style="list-style-type: none">• Available 5 days/week, 10 hours/day - <i>excluding</i> holidays.• Limited to locations not offering 4 hour response.• Calls received by Dell Expert Center after 5:00 PM** local Customer time (Monday - Friday) and/or dispatches made after that time may require an additional business day for service technician to arrive at Customer's location.• Available on select models of Supported Products.
Outside Continental United States ("OCONUS") Customers *	Following telephone-based troubleshooting, parts can be dispatched. On-site arrival times will depend on location and part availability.	<ul style="list-style-type: none">• Limited to Dell-approved (US only) OCONUS Customers.• Availability limited to select systems and locations. See www.dell.com/fed/international for details.• Federal Customers should consult OCONUS Service Locations in Customer's applicable separately signed agreement with Dell
Printer On-Site Whole Unit Exchanges*	At the customer request a technician can usually be dispatched to arrive on-site the next business day after the arrival of a printer whole unit exchange.	<ul style="list-style-type: none">• Available 5 days/week, 10 hours/day - excluding holidays.• Available on select models of Supported Products.• Not available to OCONUS Customers

C. For all other on-site response service options:

Following completion of remote troubleshooting, diagnosis and problem determination, the analyst will determine if the issue requires an on-site service technician and/or parts to be dispatched or if the issue can be resolved remotely.

Missed Service Visit. If Customer or Customer's authorized representative is not at the location when the service technician arrives, the service technician cannot service the Supported Product. The technician will leave a card to let Customer know he or she was there or attempt to contact Customer by telephone or email. If this occurs, Customer may be charged an additional charge for a follow-up service call.



Return for Repair Service Response Levels

There are three types of Return for Repair service: Mail-In Service, Carry-In Service or Collect and Return Service. If you purchased ProSupport with Return for Repair service response level, your invoice indicates the applicable Return for Repair service outlined below. Repair service options vary according to the type of service purchased and the Customer's geographical location.

A. Return for Repair - Mail-in Service (MIS)

Return for Repair – Mail-in Service is initiated by calling Dell technical support as outlined above. During the telephone-based troubleshooting process, the Dell analyst will determine if the issue requires that the Supported Product be sent to a Dell-designated repair center to support a Qualified Repair. Should it be necessary to send the Supported Product to the repair center, the Dell analyst will clearly explain the procedures to follow and the next steps for the Customer to take. Typical cycle time, including shipping to and from the repair center, is 10 business days from date of shipment.

General Mail-in Service Procedures:

- Shipping procedure: During the telephone-based trouble shooting process, the Dell analyst will provide instructions on how to return the product to the Dell-designated repair center. The Supported Product must be shipped to the address given to the Customer by the Technician.
- Clearly display the Return Authorization Number on the outside of the shipping box. The Return Authorization Number will be provided by the Dell analyst.
- To expedite repair or replacement, enclose a brief description of the issue in writing.
- Package the product being returned in its original packaging. If the original packaging is not available, the Dell Analyst may assist by providing packaging; however a fee may apply for this service.
- Shipping precautions: The Customer should not send manuals, confidential, proprietary or personal information or removable media such as floppy disks, DVDs, PC Cards, etc. Dell is not responsible for lost or corrupted data, damaged or lost media or the Customer's confidential, proprietary or personal information.

B. Return for Repair – Carry-In Service (CIS)

Return for Repair - Carry-In Service is a “drop-off” service initiated by calling Dell technical support as outlined above. During the telephone-based troubleshooting process, the Dell analyst will diagnose whether a hardware fault is the issue: If so, then the Customer will be asked to deliver the Supported Product to a Dell-designated repair center or shipping location (at the Customer's cost). Standard service hours are local business hours, available 5 days per week, excluding local national holidays.

Qualified Repairs will be performed in accordance to the response time identified on Customer's order acknowledgement, invoice or receipt. Once the Supported Product has been repaired, the Customer will be contacted and asked to make arrangements to retrieve it. Repair service level agreements may vary by country and city.

C. Return for Repair – Collect and Return Service (CAR)

Return for Repair –The Collect and Return Service is initiated by calling Dell technical support as outlined above. If a hardware fault in the Supported Product is diagnosed and cannot be resolved through telephone-based troubleshooting with the Dell Analyst, a Dell representative will collect your Supported Product and take it to a Dell-designated repair center.

This service method includes labor and the repair or replacement of parts in the main system unit, including monitor, keyboard and mouse, if not ordered separately.

Qualified Repairs will be performed in accordance to the response time identified on Customer's order acknowledgement, invoice or receipt. Once the Supported Product has been repaired, it will be returned to the Customer. Repair service level agreements may vary by country and city.



Collaborative Support:

If a problem arises with certain third party products commonly utilized in conjunction with Customer's Supported Product, Dell will provide a single point of contact, as set forth herein, until problems are isolated and escalated to the third party product vendor. Specifically, Dell will contact the third party vendor and create a problem incident on behalf of Customer, providing the necessary problem documentation. Once a vendor is engaged, Dell will monitor the problem resolution process and obtain status and resolution plans from the vendor until the vendor resolves the problem by either providing a resolution, steps towards a resolution, workaround, configuration changes, or escalation of a bug report. Upon the Customer's request, Dell will initiate management escalation procedures within Dell and/or the vendor organization.

To be eligible for Collaborative Support, Customer must have the appropriate active support agreements and entitlement with the respective third party vendor. Once isolated and reported, the third party vendor provides technical problem support and resolution for Customer's problem. **DELL WILL NOT BE RESPONSIBLE FOR THE PERFORMANCE OF OTHER VENDORS' PRODUCTS OR SERVICES.** Customer agrees to indemnify and hold Dell harmless for any claims related to those third party products for which Customer has sought collaborative support to be coordinated through Dell.

View current Collaborative Support partners at the following URL:

http://www.dell.com/content/topics/global.aspx/services/cst/core_software_troubleshooting?c=us&cs=555&l=en&s=biz

Please note that partners may change at any time without notice to Customers.

Software Troubleshooting

Dell ProSupport for End-Users includes Dell OEM software troubleshooting with Collaborative Support (as set forth above) for select Dell OEM applications, operating systems, and firmware on Supported Products (the "Covered Software Products") over the telephone, or by transmission of software and other information through electronic means, or by shipping software and/or other information to Customer. Covered Software Products include end-user Client applications such as Norton AntiVirus™ software, Microsoft® Office software suite, Intuit® QuickBooks® accounting software, Adobe® Photoshop® software and Adobe Acrobat® software. Certain Server applications such as Microsoft Small Business Server solution are also supported. Please contact Dell Technical Support for an updated list of Covered Software Products.

Limits on Dell OEM Software Troubleshooting Service. Dell does not warrant that any particular question will be resolved or that the Covered Software Product will produce any particular result. Situations giving rise to Customer's questions must be reproducible on a single system (i.e., one central processing unit with its workstation and other peripherals). Dell may conclude that a software issue is sufficiently complex or that Customer's Supported Product is of a nature that precludes effective analysis of the question through telephone support. Customer understands and accepts that Dell may be unable to resolve questions of this sort, and Customer understands and accepts that Customer is required to make independent arrangements with the publisher of the software at issue for resolution of such questions.

Dell EqualLogic Software Updates

Dell ProSupport for select Dell EqualLogic Supported Products, including the Dell EqualLogic PS Series, includes both maintenance software updates and the introduction of new features to firmware and core software such as SAN HQ, Auto Snapshot Manager and the Host Integration Toolkit (for the service period indicated on the invoice).

Patches and Bug Fixes. Dell will periodically release patches and bug fixes to the applicable Enterprise Storage Software for purposes of maintaining operating system compatibility and/or database compatibility; and any error corrections, workarounds and/or patches needed to maintain conformance to the documentation for the applicable Enterprise Storage Software.

New Versions. New versions or releases of the applicable Enterprise Storage Software are generally made available by Dell at no additional charge to licensees for Enterprise Storage Software that is installed on a Supported Product covered by a Dell limited warranty or an annual service or maintenance contract. New Versions generally consist of releases that contain patches and bug fixes, changes that reflect an expansion or extension of existing features, and changes that include substantial new features, functions or capabilities.

Dell EqualLogic Support Renewal Rates:

<http://www.dell.com/ProSupport/EQLpricelist>

Dell | EMC Core Software Updates



Dell ProSupport for End-Users includes the following software updates for core Dell | EMC software such as Navisphere® Manager, Navisphere Manager Express (AX series only), Access Logix™ (CX series only), PowerPath®, and SnapView Express (AX series only) (for the service period indicated on the invoice):

Patches and Bug Fixes. Dell will periodically make software patches and minor bug fixes available, which reflect minor changes made by EMC to the applicable Enterprise Storage Software for purposes of maintaining operating system compatibility and/or database compatibility; and any error corrections, workarounds and/or patches needed to maintain conformance to the documentation for the applicable Enterprise Storage Software.

New Versions. All new versions or releases of the applicable Enterprise Storage Software generally made available by EMC at no additional charge to other licensees for Enterprise Storage Software that is covered by an EMC warranty or under an annual maintenance contract between EMC and the licensee. These generally consist of releases that contain patches and bug fixes, changes that reflect an expansion or extension of existing features, and changes that include substantial new features, functions or capabilities.

May require additional purchase. Dell | EMC Core Software Updates may require the purchase of a separate Dell On-site Installation or Proactive Maintenance Service as directed by Dell in order to keep the Supported Product(s) eligible for this Service.

Renewal. Customer may be entitled to renew for additional periods and/or purchase additional Dell | EMC Core Software Updates depending on the available options then in effect and in accordance with Dell's then-current rates, terms and conditions by submitting a purchase order to Dell. Dell may change its rates, terms, and conditions for providing support at any time.

Dell|EMC Support Renewal Rates:
<http://www.dell.com/ProSupport/EMCpricelist>

Dell ProSupport for End-Users Does Not Include:

- Other activities such as, installation, de-installation, relocation, preventative maintenance, training assistance, remote administration or any activities or services not expressly described in this Service Description.
- Accessories, supply items, media replacement, operating supplies, peripherals or parts such as batteries, frames, and covers or support thereon.
- Direct third party product support or support of versions not currently supported by the manufacturer, vendor or partner.
- Support for equipment damaged by act of God (such as but not limited to, lightning, flooding, tornado, earthquakes and hurricanes), misuse, accident, abuse of Supported Product or components (such as, but not limited to, use of incorrect line voltages, use of incorrect fuses, use of incompatible devices or accessories, improper or insufficient ventilation, or failure to follow operating instructions), modification, unsuitable physical or operating environment, improper maintenance by Customer (or Customer's agent), moving the Supported Product, removal or alteration of equipment or parts identification labels, or failure caused by a product for which Dell is not responsible.
- Spyware/virus removal, or data backup services.
- Advanced wireless, networking or remote installation, set-up, optimization and configuration of applications beyond those described in this contract.
- Scripting, programming, database design/implementation, Web development or recompiled kernels.
- Limits apply to the amount of time spent to resolve any single technical support issue. For a single support incident, the maximum allowable time by Dell is one and a half hours. Dell may consider exceptions to this limit on a case-by-case basis. This limit applies to services delivered onsite and telephone support. For OnSite services, knowing as much as possible about the issue assures the best possible service will be delivered. As a result, extensive telephone troubleshooting and consultation is essential.

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.

Customer Data Backup Responsibilities

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

- A. **Assignment.** Dell may assign this Service and/or Service Description to qualified third party service providers.
- B. **Whole Unit Replacement.** If the analyst determines that the component of the defective Supported Product is one that is easily disconnected and reconnected (such as a keyboard or monitor), or if the analyst determines that the Supported Product is one that should be replaced as a whole unit, Dell reserves the right to send Customer a whole replacement unit. If a Dell technician delivers a replacement unit to Customer, Customer must relinquish the defective System or component thereof to the Dell technician, unless Customer has purchased Keep Your Hard Drive for the affected system in which case Customer may retain the respective hard drive(s). If Customer does not relinquish the defective unit to the Dell technician as required above, or if (in the event the replacement unit was not delivered in person by a Dell technician) the defective unit is not returned within ten (10) days, Customer agrees to pay Dell for the replacement unit upon receipt of invoice. If Customer fails to pay such invoice within ten (10) days after receipt, in addition to any other legal rights and remedies available to Dell, Dell may terminate this Service Description upon notice.
- C. **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.**

- D. **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.
- E. **Parts Stocked.** Dell currently stocks parts in various locations throughout the world. Selected parts may not be stocked in the location closest to a customer's site. If a part that is needed to repair the ProSupport system is not available from a Dell facility near the customer's location and must be transferred from another facility, it will be shipped using overnight delivery. 2-Hour and 4-Hour parts locations stock mission critical components of the system, as determined by Dell. A mission critical component is one, which upon failure, may prevent the system from performing its basic functions. Parts deemed non-critical include, but are not limited to: software, floppy drives, media drives, modems, speakers, sound cards, zip drives, monitors, keyboards, and mice. In order to receive 2-Hour or 4-Hour parts, the customer must be located within the coverage area determined by Dell.
- F. **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.
- G. **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.
- H. **Optional/Point of Need Services.** Optional services (including point-of-need support, installation, consulting, managed, and professional, support or training services) may be available for purchase from Dell and will vary by Customer location. Optional services may require a separate agreement with Dell. In the absence of such agreement, optional services are provided pursuant to this Agreement.



- I. **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.

- J. **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. Notwithstanding the foregoing provisions, Service for Dell EqualLogic products is not transferrable. Customers wishing to transfer ownership of Dell EqualLogic products should advise any potential transferee to contact Dell at eglx-customer-service@dell.com to discuss possible transfer of license, warranty and/or service for the Supported Product(s). Additional terms, conditions and fees may apply to any such transfer, and Dell may, in its sole discretion, refuse to allow any such transfer for any reason or no reason.

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.

* Availability may vary by region/location – please contact your Dell sales or support representative for additional details.

** Call must be received by Dell Expert Center by 3:30 PM in Finland.

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