



## Service description

### Client Installation Add-On - Data Migration Additional 3GB

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#### Introduction to your service agreement

This service provides for the on-site migration of up to three Gigabytes ("GB") of data from an existing local (within six feet) computer to a new Dell desktop or laptop computer ("system" or "systems") (the "Service" or "Services") as set forth more specifically in this Service Description. This Service can also be used in conjunction with similar data migration Services to extend the amount of data being migrated by three GB increments.

This Service will be provided during normal Dell business hours Monday through Friday (8:00am to 6:00pm Customer local time) unless specified otherwise in Appendix B. Any services beyond normal Dell business hours will be reflected on the Customer's invoice. No service activities shall take place during local, state and/or country holidays unless other arrangements have been made through the sales team and the Dell project manager.

This Service Description ("Service Description") is entered among you the customer ("you" or "Customer") and the Dell entity identified on your invoice for the purchase of this Service. This Service is provided in connection with Customer's separate signed master services agreement with Dell that explicitly authorizes the sale of this Service (as defined herein) or, in the absence of such agreement, Dell's terms of sale applicable to commercial customers, which is available at [www.Dell.com/terms](http://www.Dell.com/terms) (you can access this at [www.Dell.com/terms](http://www.Dell.com/terms) in the United States) or your local Dell.com website and incorporated by reference in its entirety herein.

By placing your order for the Services, utilizing the Services or associated software, or by clicking/checking the "I Agree" button or box on the Dell.com website in connection with your purchase or within a Dell software interface you agree to be bound by this Service Description and the agreements incorporated by reference herein. If you are entering this Service Description on behalf of a company or other legal entity you represent that you have authority to bind such entity to this Service Description, which case "you" or "Customer" shall refer to such entity.

#### The scope of your Service agreement

##### Service SKUs

See Appendix A

## The key Service steps include

- **Implementation and testing:**
  1. Data migration of up to (an additional) three GB between two systems:
    - a. Connect the two systems together utilizing a crossover cable.
    - b. Setup the systems for transfer.
    - c. Copy data from one system to the other.
    - d. Disconnect the systems.
- **Project closeout:**
  1. Observe Customer's posted site regulations.
  2. Leave documentation with Customer.
  3. Provide acceptance documentation to Customer and obtain Customer signature.

## Excluded Services

- De-installation or re-installation of any existing products or software applications.
- Any recovery of data, including disaster recovery.
- Transferring applications or scripting for application installations at the system.
- Any activities related to network infrastructure configuration or troubleshooting.
- Migration of data across multiple directories; this Service will transfer a single directory only to the same destination on the new system.
- Warranty Service or support for third party systems or applications.
- Any activities other than those specifically noted in this Service Description.

## Service specific Customer responsibilities

- Provide a single point-of-contact to work with the Dell Technician. Ensure that an employee is available to assist the Dell Technician with information necessary to complete the Services.
- Provide a safe and suitable working environment, including sufficient space, for delivery of this Service.
- Provide appropriate access to buildings (including elevator access if equipment must be moved between floors), security escorts, and access to parking facility (at no charge) during the performance of the Service.



## Terms and conditions about your Service

### 1 Supported products

This Service is available on select Dell Supported Products such as, OptiPlex™, Latitude™, Precision™, Vostro™, PowerEdge™, PowerEdge SC™, PowerVault™, PowerConnect™, Dell EqualLogic™, Dell | EMC Storage Systems™, Dell Compellent, and select Dell printers, which are purchased in a standard configuration. Supported Products are added regularly so please contact your Dell sales representative to for the most up-to-date list of which Services are available on your Dell products.

Each Supported Product is tagged with a serial number (the "Service Tag"). A separate service agreement must be purchased by the Customer for each Supported Product. For example, a printer purchased with a laptop system is not covered by the laptop system's service contract: the printer and the laptop will each need their own service contract. Please refer to the Service Tag on your Supported Product when contacting Dell for this Service.

### 2 Term of service

**A** This Agreement commences on the date you place your order and continues through the Term of Service. The "Term of Service" begins on the purchase date and extends for the term indicated on the Order Form. The number of systems, licenses, installations, deployments, managed end points or end-users for which Customer has purchased any one or more Services (defined below), the rate or price, and the applicable Term of Service for each is indicated on Customer's order form or other mutually-agreed upon form of invoice, order acknowledgment or purchase order (collectively, "Order Form"). Purchases of Services under this Agreement shall be solely for Customer's own internal use and not for resale or service bureau purposes.

### 3 Customer responsibilities

**A 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.

**B 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.

**C 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.

**D Maintain software and serviced 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 EqualLogic™, or as specified on [www.support.dell.com](http://www.support.dell.com) for additional 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 Supported Product(s) eligible for this Service.

**E Data backup.** Complete a backup of all existing data and programs on all affected systems prior to the delivery of this Service by Dell. DELL WILL HAVE NO LIABILITY FOR LOSS OR RECOVERY OF DATA OR PROGRAMS or loss of use of system(s) arising out of this Service or related support activities or any act or omission, including negligence, by Dell or a third-party service provider.

#### 4 Important additional information

**A Payment for hardware purchased with installation & deployment services.**

Unless otherwise agreed to in writing, payment for hardware shall in no case be contingent upon performance or delivery of installation or deployment services purchased with such hardware.

**B Commercially reasonable limits to scope of service.** Dell may refuse to provide Services if, in its opinion, providing the Services 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. Service extends only to uses for which the Supported Product was designed.

**C Optional 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.

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

**E Cancellation.** 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.

**F Geographic limitations & relocation.** This Service will be delivered to the site(s) indicated on the Customer's invoice. This Service is not available at all locations. Service options, including service levels, technical support hours and onsite response times will vary by geography and certain options may not be available for purchase in Customer's location. 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.

**G 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 available at [www.support.dell.com](http://www.support.dell.com). 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 is 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.

**For more information about any of our service offerings, please contact your Dell representative or visit [www.dell.com/services](http://www.dell.com/services)**

Availability varies by country. To learn more, customers and Dell Channel Partners should contact your sales representative for more information.

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# Appendix A

## Service SKUs

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### US BMC SKU

SKU	Description	Partner
992-2039	Client Installation Add-On - Data Migration Additional 3GB	DSP

### US QLX SKU

SKU	Description	Partner
992-2008	Client Installation Add-On - Data Migration Additional 3GB	DSP

### CA UNY SKU

SKU	Description	Partner
907-4309	Client Installation Add-On - Data Migration Additional 3GB	DSP



## Appendix B

### Exceptions to Dell business hours

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Country	Dell business hours
St. Kitts, St. Lucia, St. Vincent, Trinidad, Virgin Islands, Rest of English speaking Caribbean	7:00 AM to 4:00 PM
Barbados, Bahamas, Belize, Costa Rica, El Salvador, Grand Cayman, Guatemala, Honduras, Jamaica, Panama, Puerto Rico, Rep. Dominicana, Suriname, Turks and Caicos	8:00 AM to 5:00 PM
Australia, Bermuda, China, Haiti, Hong Kong, Japan, Korea, Malaysia, Netherland Antilles, New Zealand, Singapore, Taiwan, Thailand	9:00 AM to 5:00 PM
Argentina, India, Paraguay, Uruguay	9:00 AM to 6:00 PM
Bolivia, Chile	9:00 AM to 7:00 PM

