Service Description: Notebook Buy-Back Program

Service Overview

Dell is pleased to offer the Notebook Buy-Back Program ("Program") to U.S. commercial customers. By participating in the Program, Customer agrees to be bound by all terms and conditions set forth in this document (the "Service Description"). Please read this Service Description carefully and note that Dell may change the terms of Service at any time.

Customer will trade-in at least ten units of its used, eligible computer notebooks ("Equipment") and purchase new Dell Latitude computer notebooks. Customer must adhere to a minimum 1:1 trade-in to purchase ratio. Only the following notebooks are eligible for the trade-in: Lenovo, HP or Compaq (excluding Presario and Pavilion models), Toshiba, Panasonic, Gateway, and Fujitsu notebooks. Once Dell receives Customer’s used Equipment, Dell will determine whether it can be resold. Equipment with no value will be recycled or disposed in accordance with the Asset Recovery Services-Recycling Services description found at http://www.dell.com/downloads/global/services/sd_recycle.pdf, which is incorporated herein by reference. Equipment with value will be purchased by Dell and resold in accordance with the terms stated herein.

As used herein, "Service" means the recycling and value recovery services of the used Equipment as described in this document. The service includes three key features: Transportation, Value Recovery processing, and Reporting.

Support Procedures:

Transportation: Pickup and delivery of equipment to Dell recycling center.

- Dell ARS will arrange for pickup and shipping. A shipping charge of $19 per unit will be charged to Customer.
- Logistics provider will contact customer to schedule a pickup; pickups will be scheduled during business hours Monday – Friday 8:00am to 5:00pm local time.
- Pick ups must be scheduled a minimum of 72 hours prior to pick up request date.
- Any changes to pick ups already scheduled must be done with a minimum of 48 hours notice from the pickup date.
- **Customer packed equipment (for locations with <10 units/site)**
  i. Dell ARS logistics providers will pick up the equipment from a central ground level location on the customer site.
  ii. Customer is responsible for packing the Equipment using Customer’s own materials. Packaging will be done in accordance with the shipping instructions provided by Dell.
  iii. Packaged Equipment will be made available for pickup at the time and date agreed upon by the Customer and the carrier identified by Dell.
  iv. Customer will centrally consolidate the Equipment within 100 feet of the logistics loading area.

- **Dell packed equipment (for locations with 10 or more units/site)**
  i. Customer will consolidate the equipment at a central, ground-level location on the customer site.
  ii. Dell ARS will arrange for packing.

- Continental U.S. only. Pickups in Hawaii and Alaska may incur additional shipping charges to Customer.
**Value Recovery processing:** Equipment receipt, recording, and tag removal at Dell recovery center (includes sort, test, and audit). Resale of equipment with remaining value and recycling or disposal of equipment with no remaining value.

- For each Notebook: Dell ARS will record the make, model number, manufacturer, serial number, and property/asset tag number.
- Dell ARS will remove asset tags from the Equipment.
- Dell ARS will sort the Equipment based on the possible resale opportunity of the Equipment.
- All Equipment sorted which may have possible resale value will go through a functional and cosmetic test process to determine remarketing worthiness.
  i. ARS shall record the cosmetic and functional condition of the Equipment.
     a) Class C = Used equipment, complete and functional with normal wear and tear
     b) Class D = Used equipment missing components or with cosmetic damage that is in excess of normal wear and tear
     c) Class S = Used equipment that must be recycled as the most economical method of disposition. Equipment is no longer marketable, is missing major components or is cosmetically damaged so that it cannot be resold.
  ii. ARS will test the component to see if it boots to a "C" prompt and if possible will report the following information in addition to the information captured above:
     a) Amount of Ram
     b) Number and size of Hard Drives
     c) Floppy Drives
     d) Processor Speed
     e) CD-Rom Speed
     f) Video Cards
     g) Modems/Network cards
     h) Media devices such as tape back up
- Equipment which fails the functional or cosmetic test may result in the equipment being recycled or disposed.
- Equipment which meets the functional and cosmetic requirements will be resold based on the Used Equipment Purchase Price (UEPP) schedule in effect for the month in which the Equipment was received. The Customer will be issued a rebate for the Equipment value (which will be based upon the prices set up in the applicable UEPP schedule and be subject to price adjustments as Dell may consider appropriate for repair or refurbishment, recycling, or donation or for Equipment that does not comply with the conditions set forth herein), less applicable shipping charges, fees and expenses stated in this document. In order to receive the full value under the UEPP schedule, Equipment must be (a) in working order and include power cords and other items required to make the Equipment pass an original Equipment manufacturer’s 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. The rebate will be issued to Customer within forty-five (45) days from the date of receipt of Equipment at Dell’s asset recovery facility. Contact your Dell sales team or ARS team for latest UEPP information.
- The market value of the Equipment will be solely determined by Dell and based on factors including but not limited to the Equipment’s functional condition, cosmetic condition, configuration, and capacity.
- Prior to the resale of the Equipment, Dell ARS will perform a destructive overwrite process or physical destruction of each hard drive received.
- For Equipment which needs to be recycled, Dell ARS will recycle or dispose of used Equipment in such a manner as to meet applicable local, state, and federal requirements and guidelines.

**Reporting:** Dell ARS will provide, to a single customer designee, a Settlement Report and a Certificate of Asset Removal

- The settlement report will include a detailed list of the Equipment that was recycled and resold and the value of the Equipment resold.
- The Certificate of Asset Removal will verify that the Equipment that was received under a specific tracking number has had or will have the data overwritten or reformatted by using an automated...
script (for example, data is overwritten with 0’s and 1’s) or, in the case of non-functional hard drives, by shredding or otherwise destroying the hard drives.

Customer Representations, Warranties, and Responsibilities:

- Customer represents and warrants that: (i) it holds title to the Equipment free and clear of any and all liens, encumbrances, security interests or charges of any kind; (ii) the Equipment is not counterfeit, stolen or fraudulent; (iii) the Equipment is not contaminated, or suspected of being contaminated, with chemicals, pollutants, biological agents, hazardous or toxic substance or waste, or other substances that are not integral to the original new Equipment or otherwise associated with normal office environments; and (iv) the Equipment does not violate any applicable laws, statutes, ordinances or regulations, including export laws. Customer shall indemnify and hold Dell harmless from, any and all liability, damages, claims or proceedings arising out of any breach of the foregoing representations and warranties.
- Customer will ensure any data on the systems to be recycled is backed up and remains with the customer. Dell will not be able to return systems once they have been delivered to or picked up by Dell. **DELL WILL NOT BE RESPONSIBLE FOR LOSS OF OR DAMAGE TO DATA OR LOSS OF USE OF ANY COMPUTER SYSTEMS.**
- Customer is responsible for removing passwords prior to the equipment being shipped to Dell or its vendor. If the Equipment is received with either a BIOS or hard drive password, either the value for that item may be reduced or an additional service charge will be applied.
- Customer will provide a representative on site the day of the pick up to direct logistics provider to the appropriate equipment. Customer will be responsible for any costs incurred if incorrect products are identified and sent for shipment.
- Customer will ensure material shipped is only computer hardware and no other products or materials.
- **Title and Risk of Loss:** For Equipment packed and shipped by Customer, each container of Equipment shall be clearly marked with the assigned job control number and Customer will be responsible for risk of loss or damage during shipment to Dell or its vendor. For Equipment packed and shipped by Dell, Dell will bear the risk of loss or damage to the Equipment during shipment to Dell or its vendor. For Equipment packed by Customer and shipped by Dell, Customer will be responsible for risk of damage and Dell will be responsible for risk of loss to the Equipment during shipment to Dell or its vendor. Title shall be deemed to pass to Dell or its vendor upon receipt and possession of the Equipment by Dell or its vendor.
- Customer will be responsible for any personal property taxes assessed in connection with the Equipment after delivery to or pickup by Dell. For Equipment that will be purchased by Dell for resale, Dell will, upon Customer’s request, furnish Customer with a sales tax exemption certificate.

**Important Additional Information**

- The Equipment will not be returned to Customer.
- If Customer fails to comply with the responsibilities outlined in this information, then Dell is not obligated to provide the service to Customer. In addition, the carrier may refuse shipment, and Customer may incur additional fees and expenses for any resulting loss or damage suffered by Dell or Dell’s vendors.
- **Attempt Fee:** Any attempt by the Dell Service Provider where the Customer is not ready at the agreed upon date of the pickup may result in an additional service fee.
- **NO CONTAMINATED PRODUCTS:** This service is not intended for products that are or have 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.
- SERVICE HOURS OF OPERATION: This Service will be provided during the hours of 8:00 a.m. to 5:00 p.m., Monday through Friday, excluding holidays.
- Dell does not accept liability for lost or confidential data or any software; it is the customer’s responsibility to backup any data or software they need to retain.
- The Service is not transferable.
- This Program cannot be combined with any other coupons, discounts, or promotions.
Software/Data Backup: DELL DOES NOT ACCEPT LIABILITY FOR LOST DATA, SOFTWARE OR FOR COMPLIANCE WITH SPECIAL RULES THAT MAY APPLY TO DATA ON CUSTOMER’S EQUIPMENT. IT IS THE CUSTOMER’S RESPONSIBILITY TO BACKUP ANY DATA OR SOFTWARE CUSTOMER NEEDS TO RETAIN AND TO REMOVE ANY CONFIDENTIAL OR SENSITIVE DATA (OR DRIVES CONTAINING SUCH DATA), INCLUDING DATA THAT MAY BE SUBJECT TO UNIQUE RULES REGARDING DISCLOSURE, ACCOUNTABILITY, OR DISPOSAL.

Commercially Reasonable Limits to Scope of Service. In the course of providing the service, Dell may determine that the issue is beyond the scope of the Service. Dell may use commercially reasonable efforts to refer Customer to the appropriate alternative resource.

Fees:
The price will be set forth in an SOW or purchase order agreed to by the parties. A unit shall be defined as one major component of computer Equipment (e.g. one PC, one notebook, one monitor or one printer). The unit fee also includes the associated cables and peripherals, including docking stations, port replicators, external drives, keyboards and mice. Units received in excess of the amount ordered will be billed at the unit price for the service. Miscellaneous items will constitute one unit for every 40 lbs. of weight.

Service Cancellation
The Service may be canceled before an equipment pickup is performed. To cancel the service, send the request to US Dell Asset Recovery@Dell.com. If a pickup has been scheduled, Customer must also cancel the pickup with the logistics provider. If Customer is provided a discount toward purchase of new Dell-branded notebook, and such discount assumes Customer will use the Services, then in the event Customer cancels the Services such discount will no longer apply and Dell will charge Customer an amount equal to the discount.

Limited Warranty
DELL WARRANTS THAT IT WILL PERFORM THE SERVICE WITH COMMERCIALLY REASONABLE CARE. DELL MAKES NO OTHER WARRANTY AND DISCLAIMS ALL OTHER WARRANTIES, WHETHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, ANY IMPLIED WARRANTIES CONCERNING THE PERFORMANCE OF SERVICES, MERCHANTABILITY, SUITABILITY, NON-INFRINGEMENT AND FITNESS FOR A PARTICULAR PURPOSE. CUSTOMER MAY HAVE OTHER RIGHTS WHICH VARY FROM STATE TO STATE. SOME STATES DO NOT ALLOW LIMITATIONS ON WARRANTIES, SO THE LIMITATIONS IN THIS PARAGRAPH MAY NOT APPLY TO CUSTOMER.

Limitation of Liability
DELL WILL NOT BE LIABLE FOR LOST PROFITS, LOSS OF BUSINESS, OR OTHER CONSEQUENTIAL, SPECIAL, INDIRECT, OR PUNITIVE DAMAGES, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, OR FOR ANY CLAIM BY ANY THIRD PARTY. CUSTOMER AGREES THAT, EXCEPT FOR CLAIMS THAT THE SERVICES CAUSED BODILY INJURY (INCLUDING DEATH), DELL’S TOTAL LIABILITY ARISING OUT OF, OR IN CONNECTION WITH, ANY EVENT OR SERIES OF CONNECTED EVENTS OCCURRING IN CONNECTION WITH THE PROGRAM, EQUIPMENT OR SERVICES THAT ARE THE SUBJECT OF THE CLAIM, SHALL NOT EXCEED THE SHIPPING CHARGES PAID BY CUSTOMER TO DELL FOR SUCH EQUIPMENT THAT IS THE SUBJECT OF THE CLAIM.
Dell is pleased to provide the 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/, or Customer’s applicable separate signed agreement with Dell.