



Dell ProSupport Service Description

1. TERMS & CONDITIONS OVERVIEW

This Service Description (“**Service Description**”) is entered by the customer (“**you**” or “**Customer**”) and the Dell entity identified on Customer’s invoice for the purchase of this Service (as defined below). By purchasing this Service, 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.¹ This Service is provided in connection with Customer’s separate signed master services agreement with Dell that explicitly authorizes the sale of the support and support-related services described herein or, in the absence of such agreement, Dell’s terms & conditions of sale, which can be obtained at www.Dell.com/Terms (or your local Dell.com country-specific Dell website) and is incorporated by reference in its entirety herein.

2. SERVICE OVERVIEW

Dell is pleased to provide Dell ProSupport (the “**Service(s)**”) for select server, storage, desktop and notebook systems and printers (“**Supported Product(s)**”) 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 or replace defect(s) in workmanship pursuant to and occurring within the limited warranty period applicable to Customer’s Supported Product(s) (“**Qualified Incidents(s)**”).

This Service includes:

- Telephone access twenty-four (24) hours each day, seven (7) days each week (including holidays)* 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 service parts to Customer’s business location (as necessary and according to level of service purchased) for repairs and resolution necessary to remedy a Qualified Incident.
- Remote troubleshooting assistance for common support issues, when available and with Customer’s consent, in which Dell technicians connect directly to your system over a secure internet connection to expedite troubleshooting.
- Client operating system and application “Getting Started” assistance associated with common Dell OEM end-user 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 are also supported. Additional Client software titles may be supported as listed on Dell’s [Core Operating System and Application Troubleshooting](#) section. Please contact your technical support analyst for details.

What’s Included	What’s NOT Included
Client operating systems and applications. Certain server applications, such as Microsoft Small Business Server, are also supported.	Enterprise operating systems and applications
“Getting Started” assistance for simple “How To” or feature definition questions	Step-by-step installation, reinstallation, or configuration assistance
Hot-fix and patch assistance	Upgrade, performance, or administrative assistance

¹ The URL www.Dell.com/ServiceContracts links Customer to Dell’s global service contract webpage from which 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 or Public Sector). Customer will then be able to select the appropriate service contract for review. You may also contact your Dell sales representative or technical support for assistance with obtaining service contracts or a copy of Dell’s terms and conditions of sale.

- Getting-started advice or set-up assistance associated with simple network² connectivity (including wireless) for Dell Latitude™ notebooks, Dell OptiPlex™ desktops, Dell Vostro™ desktops and notebooks, and Dell Precision™ mobile workstations and workstations.
- Access to online support forums twenty-four (24) hours each day, seven (7) days each week (including holidays).
- Access to Global Command Centers, which help manage critical situations in Customer environments, monitor all on-site “mission critical” labor dispatches and provide proactive crisis management coordination and communication during events such as natural disasters.
- Case management to help track resolution and escalation of Qualified Incidents.
- Escalation management to provide a single point of contact for incident management, escalation and status of incidents within the scope of this Service.
- **Dell International Services Program.** This program provides service and support options when travelling with your Dell business-class laptop outside of your home country and for a period of less than six (6) months. Additional terms and conditions apply; please see www.Dell.com/ISP for more details.

Supported Products: This Service is available on select Dell products, including PowerEdge™, PowerVault™, PowerConnect™, Dell Equal Logic™, Dell | EMC Enterprise Storage™, OptiPlex™, Precision™, Latitude™ and Vostro™ computer systems and select Dell printers, which are in a standard Dell configuration (“**Supported Products**”). Please visit www.Dell.com or contact your sales representative or a Dell technical support analyst for the most up-to-date list of 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 Service Description. 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.

3. SUPPORT PROCEDURES

Methods of Contacting Dell for Service

- **Self-Dispatch Support Programs:** For Customers enrolled in Warranty Parts Direct, Fast-Track Dispatch, or Dell Online Self Dispatch (DOSD), Qualified Incidents may be handled by certified Customer technicians through the submission of a service request to the self-dispatch website or telephone queue for your region.
- **Dell ProSupport Web site, Chat, and Email Support** available at www.Support.Dell.com
- **Telephone Support Requests:** Available twenty-four (24) hours each day, seven (7) days each week (including holidays). Availability may differ outside of the United States and is limited to commercially reasonable efforts. For example, after 6pm telephone support service may be delivered in English. Please contact your sales representative or technical support analyst for details.

Step One: Call for Assistance

For telephone support requests, contact your Regional Dell ProSupport support center to speak to a technical support analyst. Regional telephone numbers can be found at www.Dell.com/ProSupport/RegionalContacts.

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

² Simple Network assistance is limited to a single client system covered by ProSupport, connecting to a single router port or wireless access point, and does not include connectivity to secondary devices, systems or domains.

Step Two: Assist with Telephone-based Troubleshooting

- When requested, identify error messages received and when they occur; what activities preceded the error message; and what steps you have already taken to attempt to solve the problem.
- The analyst will work with you 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 additional instructions

4. SEVERITY LEVELS

Severity levels will be assigned to Qualified Incidents according to the table(s) below. “Severity 1” status is contingent on Customer purchasing optional “Mission Critical” enhanced services with Dell ProSupport.

Severity Levels and Dell Response for Products Purchased with Optional “Mission Critical” Service

Severity	Condition	Dell Response	Customer Role
1	Complete loss of critical business function, requiring immediate response.	Emergency dispatch in parallel with immediate telephone troubleshooting; quick Escalation Manager intervention.	Provide twenty-four (24) hours/day by seven (7) days/week appropriate staff/resources in support of issue resolution. Site-based senior management should be informed and engaged.
2	High impact, but imminent workaround or resolution available; twenty-four (24) hours/day by seven (7) days/week Customer resource allocation not available to aid Dell in its response.	Immediate telephone troubleshooting; Escalation Manager intervention if remote diagnosis has not been determined within 90 minutes of contact. Parts/labor dispatch when necessary <i>after</i> telephone troubleshooting and diagnosis.	Provide appropriate staff and resources to sustain continuous communication and work efforts. Site-based senior management informed and engaged.
3	Minimal business impact.	Troubleshooting by telephone, parts/labor dispatched <i>after</i> telephone troubleshooting and diagnosis.	Provide point-of-contact information for case and respond to Dell requests within twenty-four (24) hours.

Severity Levels and Dell Response for Products Purchased without “Mission Critical” Service

Severity	Condition	Dell Response	Customer Role
2	High impact, but imminent workaround or resolution available; twenty-four (24) hours/day by seven (7) days/week Customer resource allocation not available to aid Dell in its response.	Immediate phone troubleshooting; Escalation Manager intervention if remote diagnosis has not been determined within ninety (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-based senior management informed and engaged.
3	Minimal business impact	Troubleshooting by telephone, parts/labor dispatched <i>after</i> telephone troubleshooting and diagnosis.	Provide point-of-contact information for case and respond to Dell requests within twenty-four (24) hours.

5. SERVICE PARTS

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 Incident can be resolved 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 are designed to 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. Please contact a technical support analyst for more details regarding which Optional CSR parts and which service response levels qualify for onsite installation at no additional fee.
- **Mandatory CSR parts** – Dell does not automatically provide an onsite technician for the installation of Mandatory CSR parts. Please contact a technical support analyst for more details regarding which Mandatory CSR parts and which service response levels qualify for onsite installation at no additional fee.

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” response times will be shipped via a next-business day freight method.
- Service parts for customers with “Return for Repair” service options will be shipped via ground freight service.

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

5. ON-SITE SERVICE OPTIONS

On-site response options vary depending on the type of service purchased and whether optional “Mission Critical” enhanced service was purchased with Dell ProSupport. If you purchased ProSupport with an on-site support service response level, your invoice indicates the applicable on-site service response level, which corresponds to the tables 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 Incident.

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. Customer may be charged an additional charge for a follow-up service call.

A. Dell ProSupport On-Site Response WITH Mission Critical Enhanced Service

This Service when purchased in conjunction with “Mission Critical” enhanced service provides faster response times. Dell may initiate a critical situation (“**Crit Sit**”) process for severity level one (1) issues and issue emergency dispatches when required.³

On-Site Response Levels Available for Purchase with Mission Critical Enhanced Service

Type of On-Site Response	On-site Response Time	Restrictions/Special Terms
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³ **Emergency Dispatch for Mission Critical Severity Level 1 issues:** Supported Products with both a Dell ProSupport and Dell ProSupport Mission Critical service contract with two (2) hour or four (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 a Dell analyst will determine if the issue requires parts to be dispatched.

2-Hour On-Site Response with 6-Hour Repair Service*	Technician should arrive on-site within 2 hours after completion of telephone-based troubleshooting and often repairs the hardware within 6 hours of dispatch.	<ul style="list-style-type: none"> Available seven (7) days each week, twenty-four (24) hours each day - including holidays. Available within defined two (2) hour response locations. Available on select models of Supported Products. Emergency dispatch in parallel with troubleshooting available for issues assigned a Mission Critical Severity Level 1 status.
4-Hour On-Site Service*	Technician should arrive on-site within 4 hours after completion of telephone-based troubleshooting.	<ul style="list-style-type: none"> Available seven (7) days each week, twenty-four (24) hours each day - including holidays. Available within defined four (4) hour response locations. Available on select models of Supported Products. Emergency dispatch in parallel with troubleshooting available for issues assigned a Mission Critical Severity Level 1 status.
8-Hour On-Site Service*	Technician should arrive on-site within 8 hours after completion of phone-based troubleshooting.	<ul style="list-style-type: none"> Available seven (7) days each week, twenty-four (24) hours each day - including holidays. Available within defined eight (8) hour response locations. Available only on select models of Supported Products. Emergency dispatch in parallel with troubleshooting available for issues assigned a Mission Critical Severity Level 1 status.

B. Dell ProSupport On-Site Response WITHOUT Mission Critical

Standard On-Site Response Levels Available for Purchase

Type of On-Site Response	On-site Response Time	Restrictions/Special Terms
4-Hour On-Site Service*	Technician should arrive on-site within 4 hours after completion of telephone-based troubleshooting.	<ul style="list-style-type: none"> Available seven (7) days each week, twenty-four (24) hours each day - <i>including</i> holidays. Available only within defined four (4) hour response locations. Available only on select models of Supported Products.
Next Business Day On-Site Response Service*	Following telephone-based troubleshooting and diagnosis, a technician can be dispatched to arrive on-site the next business day.	<ul style="list-style-type: none"> Available five (5) days each week, ten (10) hours each 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 submitted by Dell after that time may require an additional business day for service technician to arrive at Customer's location. Available only 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 OCONUS Customer 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 services agreement with Dell
Printer On-Site Whole Unit Exchanges*	At Customer request, a technician can 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 five (5) days each week, ten (10) hours each day - <i>excluding</i> holidays. Available only 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, a Dell analyst will determine if the Qualified Incident requires an on-site service technician and/or parts to be dispatched or if the issue can be resolved remotely.

6. COLLABORATIVE SUPPORT

If a problem arises with certain third-party products commonly utilized in conjunction with Customer’s Supported Product, Dell will serve a single point of contact, as set forth herein, until the problems are isolated and escalated to the third-party product vendor. Specifically, Dell will contact the third-party vendor and create a “problem incident” or “trouble ticket” 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 support and resolution for Customer’s problem. **DELL WILL NOT BE RESPONSIBLE FOR THE PERFORMANCE OF OTHER VENDORS’ PRODUCTS OR SERVICES.**

View current Collaborative Support partners at www.Dell.com/CollaborativeSupport. Please note that supported third-party products may change at any time without notice to Customers.

7. SOFTWARE TROUBLESHOOTING

Dell ProSupport 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 pre-installed 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 a Dell technical support analyst for an up-to-date list of Covered Software Products.

Limits on Dell OEM Software Troubleshooting Service. Dell does not warrant that any particular software-related 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.

8. DELL PROACTIVE SYSTEMS MANAGEMENT

Dell ProSupport customers are eligible for the duration of their Dell ProSupport service contract to use Dell Proactive Systems Management software tools, which may be pre-installed on their Supported Products or available for download at www.Dell.com/Proactive. Available features and functionality differ by Supported Product and Customer's location. Dell Proactive Systems Management software tools are licensed to Customer in accordance with the software license terms accompanying the software. However, in the absence of separate terms accompanying the software, the following license terms apply to Customer's use of Dell Proactive Systems Management software tools (referred to as the "**Software**" for purposes of this section),

Dell hereby grants you a personal, non-exclusive license to use and to access the Software provided by Dell hereunder during the term of the Service solely as necessary for you to enjoy the benefit of the Services as stated in the applicable Service Description. Unless expressly authorized in writing by Dell, you may not copy, modify, create a derivative work, collective work or compilation of the Software, or reverse engineer, decompile or otherwise attempt to extract the code of the Software or any part thereof; may not license, sell, assign, sublicense or otherwise transfer or encumber the Software; may not use the Software in a managed services arrangement; and may not use the Software in excess of the authorized licensed seats of concurrent users, sites or other criteria specified in the applicable Service Description. In addition, you may not access the Software to monitor its availability, performance or functionality, or for any other benchmarking or competitive purposes.

You further agree not to use the Software to: (i) attempt to use or gain unauthorized access to Dell or any third party's networks or equipment; (ii) permit other individuals or entities to use or copy the Services; (iii) attempt to probe, scan or test the vulnerability of a system, account or network of Dell or any of its customers or suppliers; (iv) interfere, or any attempt to interfere, with service to any user, host or network; (v) engage in any fraudulent activity of any nature; (vi) transmit unsolicited bulk or commercial messages or any similar messages; (vii) restrict, inhibit, or otherwise interfere with the ability of any other person, regardless of intent, purpose or knowledge, to use or enjoy the Service (except for tools for safety and security functions); or (viii) restrict, inhibit, interfere with, or otherwise disrupt or cause a performance degradation to any Dell (or Dell Service supplier) facilities used to deliver the Service.

9. 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 EqualLogic 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 Supported Product's documentation.

New Versions. New versions or releases of the applicable EqualLogic 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: www.Dell.com/ProSupport/EQLpricelist

10. DELL | EMC CORE SOFTWARE UPDATES

Dell ProSupport 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 are 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: www.Dell.com/ProSupport/EMCpricelist

11. DELL PROSUPPORT DOES NOT INCLUDE THE FOLLOWING:

- A. 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.
- B. Accessories, supply items, media replacement, operating supplies, peripherals or parts such as batteries, frames, and cover or support thereon.
- C. Direct third party product support or collaborative support of versions not currently supported by the manufacturer, vendor or partner.
- D. Support for equipment damaged by act of nature (such as but not limited to, lightening, 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.
- E. Spyware/virus removal or data backup services.
- F. Advanced wireless, networking or remote installation, set-up, optimization and configuration of applications beyond those described in this Service Description.
- G. Scripting, programming, database design/implementation, Web development or recompiled kernels.
- H. **Hardware Coverage Limitations:**
 - Portable computer batteries carry the lesser of either a 1-year limited hardware warranty or the length of the limited hardware warranty for the Dell computer with which the battery is shipped.
 - The warranty for print head that is included as original equipment in the Dell mobile printer is for parts only and is effective for a period of 1 year after the date of purchase of the printer or 1000 prints of printer usage, whichever occurs first.
 - Your Series 5, 6 or 7 battery may provide up to 72 hours of controller cache memory backup power when new. Under the 1-year limited hardware warranty, Dell warrants that the battery will provide at least 24 hours of backup coverage during the 1-year limited hardware warranty period.
 - Projector lamps carry a 90-day limited hardware warranty.
 - Memory carries a limited hardware warranty of 3 years.
 - The limited hardware warranty for monitors purchased independent of a system lasts for the time period indicated on your packing slip. Monitors purchased with a system are covered by the system limited hardware warranty.

- PDAs, earphones, and remote inline controls carry a 1-year limited hardware warranty.
- Other add-on hardware carries the longer of either a 1-year limited hardware warranty for new parts and a 90-day limited hardware warranty for reconditioned parts or, for both new and reconditioned parts, the remainder of the warranty for the Dell computer on which such parts are installed.
- All variants of the ioDrive NAND Flash devices carry a limited hardware warranty of 3 years and are not eligible for purchase of extended warranty coverage. ioDrive NAND Flash devices use a silicon technology which has a maximum number of physical bytes which can be written to the device (the "Rated Life"). The 3-year limited warranty for all variants of the ioDrive NAND Flash device covers failures due to defects in workmanship and/or materials, but does not cover problems related to the device reaching its maximum Rated Life.

Additional hardware coverage limitations may apply and service offerings may be available to extend these hardware limitations for an additional fee. Please see www.Dell.com/Warranty for the most up-to-date warranty information or contact a Dell technical support analyst for more details. Hardware limitations may not apply to ProSupport customers, including, but not limited to, the limited 1-year SATA hard drive warranty. In such cases, components may be repaired or replaced by Dell for the duration of Customer's ProSupport service contract. A Supported Product or a component of a Supported Product that carries a limited lifetime warranty will be serviced by Dell according to this Service Description for the duration of your Dell ProSupport service contract. After your Dell ProSupport service contract period expires, subsequent Qualified Incidents related to a Supported Product or component with a limited lifetime warranty will be serviced pursuant to the Dell Basic Hardware Service contract available at www.Dell.com/ServiceContracts.

12. 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 Telephone Analyst and On-site Technician.** Customer agrees to cooperate with and follow the instructions given by Dell telephone analyst and its on-site technicians. Experience shows that most system problems and errors can be corrected over the telephone as a result of close cooperation between our Customers and the assisting 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.

13. CUSTOMER DATA BACKUP RESPONSIBILITIES

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.

14. 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 the optional *Keep Your Hard Drive* service 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 return policy for Customer's geographic location, Customer may terminate this Service by providing Dell with written notice of cancellation and return of the Supported Product to Dell. 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 the return 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. Two (2) hour and four (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 two (2) hour or four (4) hour delivered parts Customer must be located within the coverage area determined by Dell. Please contact a Dell technical support analyst for more details regarding coverage areas.
- 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 Qualified Incidents and 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 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. In the absence of such agreement, optional services are provided pursuant to this Service Description and the Dell Customer Master Services Agreement available at www.Dell.com/ServiceContracts.

- 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 agreements and software licenses for Dell EqualLogic products are 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 Customer location – please contact your Dell sales or technical support representative for additional details.

** For a technician to arrive "Next Business Day," service calls must be received by the Dell expert centre before their local dispatch cut-off times. Dispatch cut-off times can vary by country and range between 3:30 and 5:00 pm local Customer time (Monday through Friday) and/or dispatches made after local cut-off time may require an additional business day for service technician to arrive at Customer's location. Please contact your sales or technical support representative for additional details.

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For more information about any of our service offerings, please contact your Dell representative or visit 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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