

# Service Description

## Dell Technologies ProSupport One for Data Center

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### Introduction

Dell Technologies<sup>1</sup> is pleased to provide Dell Technologies ProSupport One for Data Center (the “**Service(s)**” or “**Support Services**”) in accordance with this Service Description (“**Service Description**”). Your quote, order form or other mutually agreed upon form of invoice or order acknowledgment from Dell Technologies (the “**Order Form**”) will include the name(s) of the Product(s)<sup>2</sup>, applicable Service(s) and related option(s), if any. For additional assistance, or to request a copy of your governing agreement applicable to the Services (the “**Agreement**”), contact your Dell Technologies sales representative. For Customers who purchase from Dell under a separate agreement that authorizes the sale of these Services, the Dell Services Terms & Conditions Supplement<sup>3</sup> also applies to these Services. For a copy of your agreement with your applicable Dell Technologies reseller, contact that reseller.

### ProSupport One for Data Center Requirements

Customer must meet and maintain certain eligibility requirements as a prerequisite for this Service, including:

- A minimum install base of no fewer than one thousand (1,000) Dell supported products identified on your Dell Technologies Quote covered by a current ProSupport One for Data Center (“**ProSupport One**”) support option or the Customer satisfying Dell Technologies then current annual revenue requirements for ProSupport One.
- All Dell Technologies Products that are eligible for ProSupport One must be located within the same data center location and covered by a current ProSupport One support option. No exclusions are permitted.
- The Customer must have and maintain a centralized support center and help desk to support the data center containing Dell Technologies Products covered by ProSupport One.
- Dell Technologies reserves the right to periodically audit the Customer’s adherence to the ProSupport One eligibility requirements. If Dell Technologies determines that Customer has failed to achieve or maintain the ProSupport One eligibility requirements, Dell Technologies reserves the right to change the Service and support option covering the Dell Technologies Product from ProSupport One to ProSupport upon written notice to the Customer.

### The Scope of This Service

The features of this Service include:

- Access on a 24x7 basis (including holidays)<sup>4</sup> to a senior level Dell Technologies technical support resource from the Dell Technologies Customer Service and Support organization for troubleshooting assistance of Products.
- On-site dispatch of a technician and/or delivery of replacement parts to the Installation Site or other Customer business location approved by Dell Technologies as detailed in the Agreement (as necessary and according to support option purchased) to address a Product problem.
- Access to a remote Service Account Manager (SAM) as specified in this document.

Please review the table below for more details.

### How to Contact Dell Technologies if You Require Service

**Online, Chat, and Email Support:** Dell Technologies website, chat<sup>2</sup>, and email support available for select products at [www.Support.Dell.com](http://www.Support.Dell.com)

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<sup>1</sup> “Dell Technologies”, as used in this document, means the applicable Dell sales entity (“Dell”) specified on your Dell Quote and the applicable EMC sales entity (“EMC”) specified on your EMC Quote. The use of “Dell Technologies” in this document does not indicate a change to the legal name of the Dell or EMC entity with whom you have dealt.

<sup>2</sup> As used in this document, “Dell Technologies Products”, “Products”, “Equipment” and “Software” means the Dell Technologies Equipment and Software identified on the [Dell EMC Product Warranty and Maintenance Table](#) or select products listed on your Order Form associated with such Product, and “Third Party Products” is defined in your Agreement, or in the absence of such definition in your Agreement, in the [Dell EMC Commercial Terms of Sale](#), as applicable. “You” and “Customer” refers to the entity named as the purchase of these Services in the Agreement.

<sup>3</sup> To review the Dell Services Terms of Sale Supplement, please go to <https://www.dell.com/servicecontracts/global>, choose your country and select the Support Services tab on the left hand navigation column of your local country page.

<sup>4</sup> Availability varies by country. Contact your sales representative for more information.

**Telephone Support Requests:** Available on a 24x7 basis (including holidays). Availability may differ outside of the United States and is limited to commercially reasonable efforts unless otherwise specified in the applicable Attachment. Visit [www.dell.com/support](http://www.dell.com/support) for a list of applicable telephone numbers for your location.

SERVICE FEATURE	DESCRIPTION	PROSUPPORT ONE—COVERAGE DETAILS
<b>GLOBAL TECHNICAL SUPPORT</b>	<p>Customer contacts Dell Technologies by telephone or web interface on a 24x7 basis to report an Equipment or Software problem and provides input for initial assessment of Severity Level*.</p> <p>Dell Technologies provides (i) a response by remote means using a senior level Dell Technologies technical support resource for troubleshooting assistance based on the Severity Level of the problem; or (ii) when deemed necessary by Dell Technologies, Onsite Response as described below.</p>	Included.
<b>ONSITE RESPONSE</b>	<p>Dell Technologies sends authorized personnel to Installation Site to work on the problem after Dell Technologies has isolated the problem and deemed Onsite Response necessary.</p>	<p>Included for Equipment only.</p> <p>Initial Onsite Response objective is based on the option purchased by the Customer. The options available to the Customer are the following; either 1) a four-hour service response during the same business day, or 2) a service response during the next local business day, during normal business hours, after Dell Technologies deems Onsite Support is necessary.</p> <p><u>4-Hour Mission Critical On-site Response</u></p> <p>Typically arrives on-site within 4 hours after completion of telephone-based troubleshooting.</p> <ul style="list-style-type: none"> <li>• Available seven (7) days each week, twenty-four (24) hours each day - including holidays.</li> <li>• Available within defined four (4) hour response locations.</li> <li>• 4 Hour parts locations stock essential operational components, as determined by Dell Technologies. Non-essential parts may be shipped using overnight delivery.</li> <li>• Ability to define if the issue is a Severity 1 upon remote supports initial diagnosis</li> <li>• Critical situation procedures - Severity level 1 issues are eligible for quick Escalation/Resolution Manager and “CritSit” incident coverage.</li> <li>• Emergency dispatch - onsite service technician dispatched in parallel with immediate phone-based troubleshooting for Severity 1 issues.</li> </ul> <p><u>Next Business Day On-site Response</u></p> <p>Following telephone-based troubleshooting and diagnosis, a technician can usually be dispatched to arrive on-site the next business day.</p> <ul style="list-style-type: none"> <li>• Calls received by Dell Technologies after local cutoff at Customer site local time may require an additional business day for service technician to arrive at Customer’s location.</li> <li>• Available only on select models of Products.</li> </ul> <p>Onsite Response does not apply to Software and may be separately purchased.</p>

### \*Severity Level Definitions

**SEVERITY 1** Critical – loss of ability to perform critical business functions and requires immediate response

**SEVERITY 2** High – able to perform business functions, but performance/capabilities are degraded or severely limited.

**SEVERITY 3** Medium/Low – little to no business impact.

<b>REPLACEMENT PARTS DELIVERY</b>	Dell Technologies provides replacement parts when deemed necessary by Dell Technologies.	<p>Included.</p> <p>Replacement parts delivery objective is based on the option purchased by the Customer. The options available to the Customer are the following; either 1) a four-hour service response during the same business day, or 2) a service response during the next local business day, during normal business hours, after Dell Technologies deems that a replacement part delivery is necessary. A Same Business Day part is one which upon failure may prevent the Supported Product that causes the loss of ability to perform critical business functions and requires immediate response. Parts deemed non-critical include, but are not limited to: bezels, mechanical chassis, hard drive blanks, rail kits, cable management accessories. Parts that may be deemed critical are: motherboards, CPUs, select memory modules and hard disk drives.</p> <p>Local country shipment cut-off times may impact the same day/next local business day delivery of replacement parts.</p> <p>Installation of all replacement parts performed by Dell Technologies as part of Onsite Response, but Customer has option to perform installation of Customer Replaceable Units (CRUs). See <a href="#">Dell Technologies Product Warranty and Maintenance Table</a> for listing of parts designated as CRUs for specific Equipment or contact Dell Technologies for more details.</p> <p>If Dell Technologies installs the replacement part, Dell Technologies will arrange for its return to a Dell Technologies facility. If Customer installs the CRU, Customer is responsible for returning the replaced CRU to a facility designated by Dell Technologies.</p> <p>If the Dell technician determines that the Supported Product is one that should be replaced as a whole unit, Dell Technologies reserves the right to send Customer a whole replacement unit. Whole unit replacements may not be stocked for same day response times and there may be extended lead times for arrival of a whole unit replacement at your location, depending on where you are located and the type of Product being replaced.</p>
<b>RIGHTS TO NEW RELEASES OF SOFTWARE</b>	Dell Technologies provides the rights to new Software Releases as made generally available by Dell Technologies.	Included.
<b>INSTALLATION OF NEW SOFTWARE RELEASES</b>	Dell Technologies performs the installation of new Software Releases.	<p><b>Equipment Operating Environment (OE) Software</b></p> <p>Included only when the associated Equipment into which the operating environment Software is being installed is covered by a Dell EMC warranty or a current Dell Technologies maintenance contract. Equipment operating environment Software is defined as software programming and/or microcode firmware needed to enable the Equipment to perform its basic functions, and without which the equipment cannot operate.</p> <p><b>Other Software (non-OE)</b></p> <p>Customer performs the installation of new Software Releases unless otherwise deemed necessary by Dell Technologies.</p>

<b>24X7 REMOTE MONITORING AND REPAIR</b>	<p>Certain Products will automatically and independently contact Dell Technologies to provide input to assist Dell Technologies in problem determination.</p> <p>Dell Technologies remotely accesses Products if necessary, for additional diagnostics and to provide remote support.</p>	<p>Included for Products that have remote monitoring tools and technology available from Dell Technologies.</p> <p>Once Dell Technologies is notified of a problem, the same response objectives for Global Technical Support and Onsite Response will apply as previously described.</p>
<b>24X7 ACCESS TO ONLINE SUPPORT TOOLS</b>	<p>Customers who have properly registered have access on a 24x7 basis to Dell Technologies web-based knowledge and self-help Customer support tools via the Dell Technologies Online Support site.</p>	<p>Included.</p>
<b>SUPPORTASSIST ENTERPRISE PREDICTIVE DETECTION OF HARDWARE FAILURES</b>	<p>For entitled systems that are monitored via SupportAssist Enterprise, intelligent analysis of device telemetry is collected and used to predict hardware failures that may occur in the future.</p>	<p>Included.</p> <p>Please note; Predictive detection of hardware failures is applicable only for the batteries, hard drives, backplanes, and expanders of 12th and later generation of PowerEdge servers that have PowerEdge RAID Controller (PERC) Series 5 to 10. Predictive detection of hardware failures is available only when the automated periodic collection and upload of system information is enabled in SupportAssist Enterprise.</p>
<b>CLOUDIQ</b>	<p>Customers who have properly connected their entitled system to Dell Technologies using either Secure Remote Services or SupportAssist have access to CloudIQ, which provides proactive health scores, performance impact analysis and anomaly detection and workload contention analysis.</p>	<p>Included for the following Dell Technologies platforms; PowerMax, PowerStore, PowerScale, PowerVault, Dell EMC Unity XT, XtremIO, SC Series, VxBlock and Connectrix switches.</p>

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**SERVICE  
ACCOUNT  
MANAGER (SAM)**

The SAM provides the following Services to Customer by remote means except as otherwise expressly specified below or unless customer has separately purchased an onsite SAM or related onsite service from Dell Technologies:

- **Onboarding:** Onboarding assistance consisting of (i) verifying the accuracy of relevant Customer support information such as account name, business unit identification, address, authorized contacts and other basic onboarding and set-up details; and (ii) explaining how to contact Dell Technologies to open service requests.
- **Service Report:** A report delivered via a Dell Technologies designated website detailing:
  - Summary of open and closed service requests by month;
  - Verification of Equipment operating environment Software against target code recommendations; and
  - Contract status, including start/end dates and other basic contract details.
- **Service Review:** The SAM provides a service review of the details in the Service Report and such other topics mutually agreed upon by Dell Technologies and the Customer (if any) during Onboarding.
- **Escalation Support:** Escalation support and coordination of technical, business and critical issues within Dell Technologies.

**Onsite Visits:** The Customer is entitled to a maximum of two (2) site visits per year as part of this Service. Customer may separately purchase additional SAM onsite visits which may be subject to an additional fee.

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Included on Products covered by a ProSupport One for Data Center warranty or then current maintenance contract during Dell Technologies normal local business hours which may vary by region and country, excluding Dell Technologies and local holidays. See additional Coverage Details below.

**Service Report:** Included on a monthly basis for Products that have Dell Technologies currently supported and approved remote monitoring tools and technology activated and enabled.

**Service Review:** Included on a periodic basis, no more frequently than monthly, for Products that have Dell Technologies currently supported and approved remote monitoring tools and technology activated and enabled. The Service Review is delivered by the remote SAM at a schedule to be mutually agreed upon with the Customer.

Dell Technologies is responsible for performing only the SAM activities and tasks expressly specified in this document. All other tasks, activities and services are out of scope.

## Customer Responsibilities for SAM Service Feature

Dell Technologies provision of the SAM service feature detailed above is contingent upon the Customer fulfilling the following responsibilities:

- Making an appropriate system maintenance window(s) available for the SAM as deemed necessary by Dell Technologies.
- Ensuring that all environment, technical and operational requirements are met.
- Providing the SAM with timely access to (a) at least one technical contact with system administration responsibilities and appropriate system/information access privileges, and (b) applicable subject matter experts, systems and networks (including, without limitation, remote systems/ network access) as deemed necessary by Dell Technologies.
- Assuming all responsibility for network connectivity, performance, and configuration issues.
- Verifying that the Equipment location(s) is/are prepared prior to the commencement of ProSupport One for Data Center.

## Additional important information on SAM Service Feature

- Availability of the SAM service is during normal business hours. Business hours are defined by the location where the SAM resides and may vary by region and country. At Dell Technologies discretion and when deemed necessary by Dell Technologies, SAM services may be performed onsite.
- Afterhours support may be provided by other resources within Dell Technologies at Dell Technologies discretion.
- The location of the SAM will be assigned during on-boarding based on Customer's preferred service area and staffing availability.

## Collaborative Assistance

If a Customer opens a service request and Dell Technologies determines that the problem arises with an eligible third-party vendor's products commonly utilized in conjunction with Products covered by a current Dell Technologies warranty or maintenance contract, Dell Technologies will endeavor to provide Collaborative Assistance under which Dell Technologies: (i) serves as a single point of contact until the problems are isolated; (ii) contacts the third-party vendor; (iii) provides problem documentation; and (iv) continues to monitor the problem and obtain status and resolution plans from the vendor (where reasonably possible).

To be eligible for Collaborative Assistance, Customer must have the appropriate active support agreements and entitlements directly with the respective third-party vendor and Dell Technologies or an authorized Dell Technologies reseller. Once isolated and reported, the third-party vendor is solely responsible to provide all support, technical and otherwise, in connection with resolution of the Customer's problem. **Dell Technologies IS NOT RESPONSIBLE FOR THE PERFORMANCE OF OTHER VENDORS' PRODUCTS OR SERVICES.** A list of Collaborative Assistance partners can be found on the [Collaborative Assistance List](#). Please note that supported third-party products may change at any time without notice to Customers.

## Reporting Delivery to Authorized Dell Technologies Resellers for End User Customers Who Purchase via Authorized Dell Technologies Resellers

ProSupport One for Data Center SAM reporting will only be delivered by Dell Technologies to the authorized Dell Technologies **reseller or distributor (as applicable) identified on the Dell Technologies quote (collectively, the "Reseller")**. **Reseller acknowledges and agrees that they have obtained appropriate consent from the end user customer(s) of the Reseller ("End User(s)") to receive the End User customer's SAM Reporting.** Unless otherwise notified by the Reseller, Dell Technologies will distribute ProSupport One for Data Center SAM reporting to the Reseller's address and contact information provided to Dell Technologies at the time the Service was purchased or the contact information that is contained in Dell Technologies current sales and service records, as determined by Dell Technologies. SAM reporting delivered to the Reseller will not be categorized by/for specific End Users. Custom reporting options may be available for separate purchase at an additional cost.

## Dell Technologies SupportAssist/Secure Remote Services

Dell Technologies SupportAssist/Secure Remote Service (SRS) is a software application that when installed and configured, will monitor your system and collect information to assist in providing technical support. In the event an issue is detected, the information collected

can be sent to Dell Technologies to provide you with an enhanced, personalized and efficient support experience.

Used with the ProSupport Suite, SupportAssist will provide the following features and capabilities:

- Monitoring of systems for issues impacting normal operation and performance.
- Automatic creation of Dell Technical Support requests in the event of issue detection.
- Automatic uploading of diagnostics and other data that allows efficient diagnosis of issues.

By installing SupportAssist, you allow Dell Technologies to save your contact information (e.g. name, phone number, and/or email address) which would be used to provide technical support for your Supported System(s). By enabling the Log Collection features Dell Technologies may use the information gathered for providing recommendations to improve your IT infrastructure. Note: Removal or deactivation of SupportAssist or opting out of log collections options will impair Dell Technologies ability to provide customers with the certain features of the Services as described in this Service Description, as well as other services that require access to the information collected by SupportAssist to function properly.

To learn more about Dell Technologies SupportAssist and see the latest list of supported Dell products please visit the Dell SupportAssist website at <http://Dell.Com/SupportAssist>.

## Dell Technologies System Software Support

Dell Technologies Software support included within ProSupport One for Data Center provides support for select Third Party Products, including select end-user applications, operating systems, hypervisors and firmware when such Third Party Products are 1) purchased from Dell Technologies, 2) purchased with Products, 3) currently installed and operating on Products at the time that support is requested, and 4) the Product is covered by an existing ProSupport One for Data Center support and maintenance term of service. Customer is solely responsible for correcting any problems with licenses and purchases of eligible software to be eligible to receive these Services at any time during the coverage period. A list of eligible software can be found on the [Comprehensive Software Support List](#). Please note that supported Third Party Products may change at any time without notice to Customers. Situations giving rise to Customer's questions must be reproducible on a single system, which may be physical or virtual. Customer understands and accepts that resolutions of certain issues giving rise to Customer's service request may not be available from the publisher of the relevant software title and may require support from the publisher, including installation of additional software or other changes to Products, Customer accepts that in such situations where no resolution is available from the publisher of the relevant software title, Dell Technologies' obligation to provide support to the Customer will be fully satisfied.

## ProSupport One for Data Center Optional Services

As part of ProSupport One for Data Center several optional services are available that can be selected by customers based on their specific needs. The optional services are stand-alone services and applicable terms for these services are available at <http://www.dell.com/ServiceContracts/global>. These services may not be available on all Dell Technologies supported Products. A few of the optional services are mentioned below.

### Additional Terms Applicable to Customers purchasing ProSupport One for Data Center Lower Service Consumption Tiers

In order to be eligible for the lower service consumption tiers the customer must meet the following criteria:

- The Customer must have a help desk to support their enterprise environment.
- Must be enrolled in TechDirect in order to self-dispatch supported customer replaceable unit (CRU) parts.
- Must use TechDirect or SupportAssist API in order to create service requests.

## Technical Support Volume Selections

ProSupport One for Data Center may offer up to three levels of technical support services. The levels are based on the volume of incidents per asset and specified by product line and is not available on all Products.

Dell Technologies will designate the level of technical support for each product line that Customer is entitled to receive based on Customer's internal support resources and service history, as applicable – the level chosen must be consistent across all covered assets within the product line.

Where applicable, the level of tech support corresponds to an allocation of incidents that the customer can be opened on the assets that are included within a specific product line. Any engagement with Dell Technologies support teams that results in the creation of a Qualified Incident will be counted in the Customer's allocation of incidents for such specific product line.



Incidents may include multiple Dell Technologies-to-Customer interactions, as long as each interaction is regarding the same asset and problem. Incidents will be counted in the quarter in which they are closed. Incidents serviced by the Point-of-Need Out-of-Warranty service will not count towards the allocation.

For more information about technical support volume selections please contact your Dell Technologies sales representative and/or your SAM.

## Out-Of-Warranty Support

For Dell Technologies supported assets with an expired asset warranty that is less than 90 days expired, the Customer may purchase an out-of-warranty support service on a select set of products. This option allows the Customer to purchase technical support and service parts on a specific asset on a per-incident basis.

This service is subject to geographical availability and service parts availability at the time of request. Dell Technologies will notify Customer at the time of request whether the service parts delivery can be performed.

Service parts delivery on expired assets is an optional service and will be billed to the Customer at the then- current fee schedule.

In some countries, replacement service parts associated with out-of-warranty support service are required to be purchased as non-warranty spare parts. In this case, Dell Technologies cannot provide a delivery time, as the part must be shipped from Dell's spare parts depots. Note: The replacement part shipment might take considerable time depending upon Customer location of the Supported Product needing service.

## Out-Of-Warranty Support Service Procedures

Customer must contact the global enterprise technical support team via phone to request out-of-warranty support. Procedures for requesting support will be the same as if the product was in warranty except that the enterprise technical support technician will confirm with the Customer that they want to proceed with out-of- warranty service at an additional fee.

## Out-Of-Warranty - Important Additional Information

**Term.** The Out-Of-Warranty support service is available on a per-incident basis only through the diagnosis of the applicable issue on a select set of Server and Networking Products (refer to the Product Warranty and Maintenance Table for specific details about your Product). Dell Technologies, at its discretion, may terminate this Service with prior notice to Customer.

**Not Transferable.** The Out-Of-Warranty support service is not transferable and is valid for the Customer. Customer may not use the Service in connection with a service bureau or any other distributing or sharing arrangement, on behalf of any third parties or with respect to any hardware or software not personally owned or leased by the Customer. Dell Technologies reserves the right to suspend or terminate the Service if Dell Technologies, in its sole discretion, determines that the Service is being misused, being used by any person other than Customer, or being used in breach of this Agreement.

**Billing.** The Out-of-warranty support service will be billed to the Customer during the next quarterly billing cycle.

**Out of Scope.** The Out-Of-Warranty support service does not cover, and Dell Technologies is not obligated to provide any services not expressly described in this Service Description. In addition, in the course of providing the Out-Of-Warranty support service, Dell Technologies may determine that the issue is beyond the scope of the Out-of-Warranty support service. Dell Technologies may use commercially reasonable efforts to refer Customer to the appropriate alternative resource.

Supported Products that are not eligible for warranty extension are not eligible for the Out-Of-Warranty support service as offered in this Service Description.

Customer acknowledges that Dell Technologies may not be able to diagnose or solve Customer's particular problem.

## Service Parts Delivery Upgrade

The Customer may request an upgrade of service parts delivery service for a specific asset at point-of-need for an additional fee on a select set of Server and Networking Products (refer to the Product Warranty and Maintenance Table for specific details about your Product). For example, an asset with next business day parts delivery SLA may be upgraded to same business day.<sup>6</sup>

The Customer may request an upgraded parts delivery service level by phone. Ability to provide upgraded parts delivery is subject to availability of service parts within Dell Technologies distribution depots, thus availability of the upgrade is not guaranteed.

It is possible that Dell Technologies may temporarily not be able to service an upgraded service parts delivery request. When the Customer requests a service parts delivery upgrade, Dell Technologies will verify that the upgrade service is available and will indicate to the Customer if the upgrade service request can be serviced.

The service parts delivery upgrade service is available for an additional fee on a select set of Server and Networking Products (refer to the Product Warranty and Maintenance Table for specific details about your Product) to be billed in the ProSupport One for Data Center quarterly billing cycle.

## Excluded Services

- Performance or administrative assistance.
- 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.
- Supply items, media replacement, operating supplies, cosmetic accessories or parts such as batteries, frames, and cover or support thereon.
- Direct third-party product support or collaborative assistance of versions not currently supported by the manufacturer, vendor, or partner.
- Support to the hardware or/and software pre-installed or post-installed by OEM, unless it is covered by a separate service contract purchased from Dell.
- Spyware/virus removal.
- Data backup services.
- Advanced wireless, networking or remote installation, set-up, optimization and configuration of applications beyond those described in this Service Description.
- Scripting, programming, database design/implementation, web development or recompiled kernels.
- Repair of damage or defects in supported Products which are purely cosmetic and do not affect device functionality.
- Repairs necessitated by software problems, or as a result of alteration, adjustment, or repair by anyone other than Dell, Dell's Authorized Reseller or Service Provider or by customers utilizing Customer Self Replaceable (CSR) parts.

## Dell ProSupport on Non-Standard Parts in Custom Server Products

The repairs and exchanges of non-standard or unique parts ("Non-Standard Component Support Services") are a value-added exchange service complementing Customer's PowerEdge Product warranty that covers standard Dell Technologies components in a standard configuration, and that require replacement due to defects in workmanship or materials ("Warranty Repairs"). Dell Technologies branded firmware/software for "Non-Standard Components" is NOT available, and the Customer must use manufacturer provided utilities to monitor and/or update the component. The Customer will also work with the manufacturer directly to resolve any quality issues related to software/firmware, utilities, and hardware. Dell Technologies will provide Non-Standard Support Services to replace non-standard or unique parts that Customer forecasted and guaranteed to be available as set forth above, and once Customer has made corresponding arrangements to assist Dell Technologies in placing any orders for service stock in order to facilitate repair activity. Provided Customer has accurately forecasted stocking needs, Dell Technologies will exchange the part that exhibits a defect according to the Customer's applicable response time for Warranty Repairs and install the replacement part in the Customer's Product, but Customer acknowledges and agrees that Dell Technologies is not liable to Customer to ensure part availability. Same day (e.g. 4 hour) parts and field response may not be available for "non-standard" component replacement, and Dell Technologies will default to Next Business Day Service in these cases. Replacement parts may be new or refurbished as permitted by local law, and fulfillment of Non-Standard Component Support Services repairs and exchanges may require Dell Technologies to utilize a third party manufacturer/third party publisher's warranty and/or maintenance services, and Customer agrees to assist Dell Technologies and provide any materials requested by any third party manufacturer or third party publisher to facilitate utilization of the corresponding third party warranty and/or maintenance services.

Dell Technologies engineering testing of the resulting configuration pursuant to a separate statement of work (SOW) after installation of the non-standard or unique parts, software requested by Customer is a point in time activity and the Non-Standard Component Support Services are available only on the specific configuration as defined by Customer and tested by Dell Technologies. Dell Technologies will communicate the exact hardware configuration tested including firmware levels. Once engineering testing is complete Dell Technologies will provide the results via reports with indication of Pass/Fail. Dell Technologies will use commercially reasonable efforts to support recognition and operation of the non-standard component on the Dell Technologies Product, however modification of Dell Technologies standard utilities (including BIOS, iDRAC, and SupportAssist) will not be supported. Customer will be responsible for

working with the manufacturer directly to resolve any non-standard component issues which arise during engineering testing (including quality issues, software, firmware, or hardware specifications/limitations). Additional Dell Technologies engineering testing after Customer has received a report with an indication of PASS will require a new SOW and associated non-recurring engineering fees, including any engineering testing requested in connection with a repair or replacement of any component of the configuration during the warranty term of the Customer's Equipment.

## Additional Terms and Conditions Applicable to End Users who Purchase their Supported Product from an OEM

An "OEM" is a reseller who sells the Supported Products in a capacity as an original equipment manufacturer that is purchasing Dell Technologies Products and Services from the Dell Technologies OEM Solutions (or its successor) business group for an OEM project. An OEM typically embeds or bundles such Dell Technologies Products in or with OEM Customer's proprietary hardware, software or other intellectual property, resulting in a specialized system or solution with industry or task-specific functionality (such system or solution an "OEM Solution") and resells such OEM Solution under OEM's own brand. With respect to OEMs, the term "Supported Products" includes Dell Technologies Supported Products that are provided without Dell Technologies branding (i.e. unbranded OEM-ready system), and "End-User" means you, or any entity purchasing an OEM Solution for its own end-use and not for reselling, distributing or sub-licensing to others. It is OEM's responsibility to provide first level troubleshooting to the End User. An appropriate best-effort initial diagnosis should be performed by OEM before the call goes to Dell Technologies. This responsibility stays with OEM even when its End-User engages Dell to request service, and if an End User contacts Dell for service without contacting their OEM, Dell Technologies will ask the End User to contact their OEM to receive first level troubleshooting before contacting Dell Technologies.

## Other Details about Your Service

The warranty periods and support options ("Support Information") on this website apply (i) only between Dell Technologies and those organizations that procure the applicable products and/or maintenance under a contract directly with Dell Technologies (the "Dell Technologies Customer"); and (ii) only to those products or support options ordered by the Dell Technologies Customer at the time that the Support Information is current. Dell Technologies may change the Support Information at any time. Other than changes caused by publishers and manufacturers of Third Party Products, the Dell Technologies Customer will be notified of any change in the Support Information in the manner stated in the then current product ordering and/or maintenance related agreement between Dell Technologies and the Dell Technologies Customer, but any such change shall not apply to products or support options ordered by the Dell Technologies Customer prior to the date of such change.

Dell Technologies will have no obligation to provide Support Services with respect to Equipment that is outside the Dell Technologies Service Area. "Dell Technologies Service Area" means a location that is within (i) one hundred (100) drivable miles or one hundred sixty (160) drivable kilometers of an Dell Technologies service location for Storage and Data Protection Equipment and/or components; and (ii) the same country as the Dell Technologies service location, unless otherwise defined in your governing agreement with Dell Technologies, in which case the definition in the governing agreement prevails. For EMEA customers, unless stated otherwise in this Service Description or the Agreement, on-site service is available within a distance of up to 150 kilometers from nearest Dell Technologies Logistics location (PUDO or Pick-Up/Drop-off location). Please contact your sales representative for more information about availability of on-site service in EMEA.

This Service is not available at all locations. If your Product is not located in the geographic location that matches the location reflected in Dell Technologies service records for your Product, or if configuration details have been changed and not reported back to Dell Technologies, then Dell Technologies must first re-qualify your Product for the support entitlement you purchased before applicable response times for the Product can be reinstated. Service options, including service levels, technical support hours, and on-site response times will vary by geography and configuration, and certain options may not be available for purchase in Customer's location, so please contact your sales representative for these details. Dell Technologies obligation to supply the Services to relocated Products is subject to various factors, including without limitations, local Service availability, additional fees, and inspection and recertification of the relocated Products at Dell Technologies then-current time and materials consulting rates. Unless otherwise agreed between Dell Technologies and Customer, in cases where service parts are shipped directly to Customer, the Customer must be able to accept shipment at the location of the Products to be serviced. Dell Technologies will not be held liable for support delays due to the Customer's failure or refusal to accept shipment of parts. Multi-component storage systems require active support option agreements on all hardware and software components of the system in order to receive all of the benefits of the support agreement for the entire solution. Unless otherwise agreed in writing with Customer, Dell Technologies reserves the right to change the scope of Support Services on sixty (60) days' prior written notice to Customer. Products or services obtained from any Dell Technologies reseller are governed solely by the agreement between the purchaser and the reseller. That agreement may provide terms that are the same as the

Support Information on this website. The reseller may make arrangements with Dell Technologies to perform warranty and/or maintenance services for the purchaser on behalf of the reseller. Customers and resellers who perform warranty and/or maintenance services or professional services must be properly trained and certified. Performance of any services by untrained/uncertified Customers, resellers or third parties may result in additional fees if support from Dell Technologies is required in response to such third parties' performance of services. Please contact the reseller or the local Dell Technologies sales representative for additional information on Dell Technologies performance of warranty and maintenance services on Products obtained from a reseller.

## CONTACT US

To learn more, contact your local representative or authorized reseller.

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