

Service Description

Basic Hardware Support

Terms & Conditions Overview

This agreement (“Agreement” or “Service Description”) is made between the customer (“you” or “Customer”) and the Dell entity identified on Customer’s invoice (“Dell”). By purchasing these Services (as defined herein) from Dell, Customer agrees to be bound by all terms and conditions set forth in this document. Customer agrees that renewing, modifying, extending or continuing to utilize the Services beyond the initial term is subject to the then-current Service Description available for review at the location provided in the Global Website Information table below.

Master Services Agreements. Dell is pleased to provide this Service Description in connection with Customer’s separate signed master services agreement with Dell or, in the absence of such agreement, the following agreement is incorporated in its entirety by reference:

- **Direct Customers & End Users:** Dell’s Customer Master Services Agreement (“CMSA”) available for review at the location provided in the Global Website Information table below; or
- **PartnerDirect Certified Partners or Registrants and Resellers:** Dell’s Terms and Conditions of Sale for Persons or Entities Purchasing to Resell available for review at the location provided in the Global Website Information table below.

Dell Services Acceptable Use Policy. All customer use of software, online services, or software-enabled services in connection with the Services is pursuant to the terms of the Dell Services Acceptable Use Policy (“AUP”), which is available for review at www.dell.com/AUP and incorporated in its entirety herein by reference. PartnerDirect Certified Partners or Registrants, resellers and service providers are responsible for ensuring that their end-user customers assent to be bound by the terms and conditions of the AUP or substantially similar terms that are at least as protective as those set forth in the AUP prior to use of the Services by end-users.

Service Overview

Dell is pleased to provide Basic Hardware Support (the “Service” or “Basic”) in accordance with the Service Description and the applicable service level purchased by Customer and identified on Customer’s invoice, such as, 1) on-site service, 2) mail-in or return to depot service, and/or 3) service parts delivery only. This Service provides support with defects covered under the Customer’s Limited Warranty defined at the time of purchase or time of extension/renewal for Dell-branded notebook, desktop, server, networking and storage products.

Specifically, Basic includes the following support:

- Access to Basic telephone support queue which provides hardware break/fix troubleshooting phone support for a Supported Products during business hours (Monday through Friday from 6:00 AM to 7:00 PM, excluding regularly observed holidays), with the exception of certain Supported Products which offer 7 days, 24 hour Basic telephone support. 7x24 access to online Support at www.support.dell.com.
- On-site dispatch of service technician and/or warranty parts to Customer’s business location during business hours (as necessary and according to level of on-site service purchased) for repairs and resolution necessary due to a defect in materials or workmanship on the Supported Product.
- Mail-in service and support (as necessary and according to level of service purchased) for repairs and resolution necessary due to a defect in materials or workmanship.

Supported Products: This list of Supported Products may change from time to time and the most up-to-date information can be obtained by contacting Dell technical support, Dell Customer Care or your sales representative. This Service is available on select Dell OptiPlex™, Latitude™, Precision™, Vostro™ personal computers, Dell printers, PowerEdge™, PowerEdge SC™, PowerVault™, PowerConnect™, and Dell | EMC Storage Systems™ which are in a standard configuration (the “Supported Product”). The Supported Product(s) covered under this Service Description is identified on Customer’s Dell invoice. A separate Basic Support contract must be purchased by Customer for each Supported Product. (For instance, the printer attached to an

Service Description

Basic Hardware Support

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").

Support Procedures

Contacting Dell For Service

Low-Urgency Support Requests: For issues not requiring urgent response, Customer may submit a service request online through the Support website for the appropriate region:

Web site:

- U.S.A.— [www.http://PremierSupport.dell.com/](http://PremierSupport.dell.com/)

Hardware Phone Support Queue: Basic Support is intended for use during business hours Monday through Friday from 6:00 AM to 7:00 PM, excluding regularly observed holidays, with the exception of certain Supported Products which offer 7 days, 24 hour Basic telephone support.

1. Before Customer contacts Dell, have the following information available:

- Service Tag number and/or case number.
- Supported Product's invoice and serial numbers.
- Model number of the Supported Product.
- Current version of the operating system.
- Brand names and models of any peripheral devices (such as a modem) being used; and
- Description of the problem and any troubleshooting steps Customer has already taken.

2. Call for Assistance

- Call the toll free number for this Service: **1-800-822-8965**. Call from a location which includes physical access to the Supported Product if needed during phone-based troubleshooting.
- Calls to this Support number outside normal business hours (6:00 AM to 7:00 PM, excluding regularly observed holidays) may have significantly longer hold times. Customer may need to call back during normal business hours to experience shorter hold times,
- Provide the Service Tag number and other information as requested to the analyst. Analyst will verify support level and any expiration of Services.
- Provide the Service Tag number and other information as requested to the analyst.
- The analyst will verify the support level and expiration of service for the Supported Product.

3. Assist with Phone-Based Troubleshooting

- When requested, identify error messages received and when they occur; what activities preceded the error message; and what steps Customer have already been taken.
- The analyst will go through a series of standardized troubleshooting steps over the phone to help diagnose the issue.
- If Customers do not wish or are not able to perform an initial phone-based troubleshooting, Customers must upgrade the Supported Product to ProSupport and purchase the optional on-site troubleshooting resolutions. If on-site dispatch is necessary, analyst will provide Customer with additional instructions.

On-Site Support

On-site response options vary depending on the type of service Customer purchased. Customer's invoice indicates Customer's type of on-site response, if any. Provided all applicable terms and conditions set forth in this Service Description have been fulfilled and Customer has purchased on-site support, following phone based troubleshooting and problem determination, the analyst will determine if the issue requires an on-site technician and/or part to be dispatched. Dell will dispatch a service technician to the Customer's business location (indicated on Customer's invoice or Customer's applicable separately signed agreement with Dell) as necessary and pursuant to the table below. Work may be temporarily suspended if additional parts or resources are required, but work will resume when they become available.

Service Description

Basic Hardware Support

Type of On-Site Response	On-Site Response Time	Restrictions/Special Terms
Next Business Day On-Site Response Service	Following phone-based troubleshooting, a technician can usually be dispatched to arrive on-site the next business day.	<ul style="list-style-type: none"> Available 5 days/week (Monday – Friday) - <i>excluding</i> regularly observed holidays; 8:00 AM – 6:00 PM. Calls received by Dell after 5:00 PM local time and/or dispatches made after that time may require an additional business day for service technician to arrive. Available on select Dell models only.
Outside Continental United States (“OCONUS”) Customers	Following phone-based troubleshooting, parts can be dispatched. On-site arrival times will depend on location and part availability.	<ul style="list-style-type: none"> Limited to Dell-approved OCONUS customers Availability limited to select systems and locations. See www.dell.com/fed/international for details. Federal customers should consult OCONUS Service Locations in Customer’s applicable separately signed agreement with Dell.

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

Mail-In Support

Mail-in support options vary depending on the type of service Customer purchased. Customer’s invoice indicates Customer’s type of mail-in support. Following phone based troubleshooting and problem determination, the analyst will determine if the issue requires additional mail-in service. Dell will provide the following mail-in repair services corresponding to the type of service purchased and the terms below. Qualified Products for mail-in service are Latitude, Precision and Vostro notebooks.

Mail-in Service: If a Dell analyst has determined that Customer’s Qualified Product requires “Mail-in” Service, packaging material, and a pre-paid shipping waybill will ordinarily be dispatched to Customer’s site the next business day to the Customer’s business location (indicated on Customer’s invoice or Customer’s applicable separately signed agreement with Dell). Upon receipt of the shipping supplies, Customer must package the Qualified Product in the material required and call the carrier designated on the shipping instructions to arrange a pickup time or drop the package off at a designated drop-off location for that carrier. The carrier will usually deliver the Qualified Product to the repair center with shipping charges prepaid. The Qualified Product will be repaired or replaced by Dell and returned to the carrier for return shipping to the Customer using second business day delivery. Standard shipping charges (for shipping the Qualified Product in for repair and for shipping it back to Customer) will be paid for by Dell. Typical cycle time for a Qualified Product, including shipping to and from the repair center, is 10 business days.

Advanced Exchange Service: If a Dell analyst has determined that Customer’s Supported Product has experienced a qualified failure, Dell will ship a replacement product to Customer’s business location (indicated on Customer’s invoice or Customer’s applicable separately signed agreement with Dell). If Customer calls prior to 5:00 p.m. Customer local time, in most cases the replacement product will be shipped the next business day. In some instances at Dell’s discretion, an on-site technician may also be dispatched to replace/install the replacement product. Upon receipt of the replacement product, Customer must return the defective Supported Product to Dell by taking the defective Supported Product to the designated carrier location within the next three days. Customer must package the defective Supported Product in the material provided with the replacement product, and ship the defective Supported Product to Dell’s repair facility in accordance with the shipping procedures provided below. When returning system for replacement, do not send external parts (such as cords, cables, controls). This Service Description does not apply to Supported

Service Description

Basic Hardware Support

Products returned to Dell's facility using procedures other than those set forth herein, and neither Dell nor the carrier can be responsible for damage caused during transit of the Supported Product to the carrier. Dell will pay standard shipping charges, for shipping Customer's Supported Product in for replacement and for shipping a replacement product to Customer.

Mail-in Procedures Generally: If the analyst is unable to resolve the problem over the phone and determines that mail-in service (including Advanced Exchange Service) is necessary, the following standard procedures apply. Dell is unable to provide mail-in services on Supported Products unless the Supported Product is returned in accordance with these shipping instructions:

- *Display the Return Authorization Number:* The Dell analyst will provide Customer with an authorization number. Customer must print the authorization number clearly and conspicuously on the outside of the prepaid packaging. Dell will refuse to service, and will return to Customer, any Supported Product that does not clearly and conspicuously display the authorization number on the packaging.
- *Explain the Problem in Writing:* Customer must enclose a brief description of the problem encountered, error message received, and the suspected defect Customer discussed with analyst over the phone.
- *Shipping:* Following the problem diagnosis, if Customer's call is during Dell's carrier's regular business hours, the technician will transfer Customer to Dell's designated freight carrier, explain the situation to the carrier and turn any further shipping actions over to the carrier. If Customer's call is outside of Dell's carrier's regular business hours, Dell will provide Customer with information to contact Dell's carrier during their regular business hours. Customer and the carrier will make the shipping arrangements. The Supported Product must be shipped in the Dell provided prepaid packaging to the address given to Customer by the technician.
- *Package the Product:* Dell will provide packaging through Dell's freight carrier. Customer will be responsible for ensuring that the Supported Product is properly packaged and Customer will bear the full risk of loss or damage for any Supported Product that is returned improperly packaged.
- *Other Shipping Precautions:* Customer should not send its manuals with the Supported Product. Prior to shipping, Customer must remove components from the Supported Product as instructed by the analyst. In addition, Customer should remove any confidential, proprietary, or personal information and removable media such as floppy disks, CSs, or PC cards. Dell is not responsible for any of Customer's confidential, proprietary, or personal information; lost or corrupted data; or damaged or lost removable media.

Parts-Only Support

Parts-only support options vary depending on the type of service Customer purchased. Customer's invoice indicates the type of parts-only support purchased. Dell will provide replacement parts on an exchange basis when a Dell technician determines that a part in a Supported Product requires replacement. A replacement part is provided pursuant to the specific service level purchased by Customer for their Supported Products (e.g., Next Business Day, 4-Hour delivery, etc.). If Customer's invoice indicates that their level of service includes third-party hardware included in Retail Point-of-Sale solution, Dell may provide whole unit exchanges of such third-party hardware rather than exchanging individual parts. Dell will usually ship parts using next-business-day delivery, shipping prepaid. Dell will include a prepaid shipping container with each part for Customer's use in returning the replaced part to Dell. Next-business-day parts delivery may not be available to Customers in Alaska and Hawaii to support plasma televisions.

Basic Service Does Not Include:

- Operating system, software or database assistance or support.
- Media replacement for non-Dell branded / manufactured software (i.e. Microsoft® Office) or software Dell no longer ships with new systems.
- Assistance with configuration, optimization, installation, relocation, or upgrades.

Service Description

Basic Hardware Support

- Access to senior-level engineers.
- Fast-Track Dispatch service.
- Emergency dispatch or Customer-set incident severity levels.
- Case management or escalation management.
- Warranty, repair, or any other type of service for third party products or Collaborative Support with third party vendors or partners.
- Accessories, operating supplies, peripherals or parts such as batteries, frames, and covers.
- Preventive maintenance.
- Support or repairs for any damage to or defect in the Supported Product that is cosmetic only or otherwise does not affect device functionality. Dell will not repair wear and tear on the device and other superficial items, such as scratches and dents.
- Support for equipment damaged by 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.
- Repairs necessitated by software problems, or as a result of alteration, adjustment, or repair by anyone other than Dell (or its authorized representatives).
- Support for damage resulting from an act of God such as, but not limited to, lightning, flooding, tornado, earthquakes, and hurricanes.
- Any recovery or transfer of data.
- Any activities or services not expressly described in this Service Description.

Customer Responsibilities

- **Software/Data Backup.** Complete a backup of all existing data and programs on all affected systems prior to the delivery of this Service. **DELL WILL HAVE NO LIABILITY FOR LOSS OR RECOVERY OF DATA OR PROGRAMS** or loss of use of system(s) arising out of the services or support or any act or omission, including negligence, by Dell or a third-party service provider.
- **Authority to Grant Access.** Customer represents and warrants that it has obtained permission for both Customer and Dell to access and use the Supported Product, the data on it, and all hardware and software components included in it, for the purpose of providing these Services. If Customer does not already have that permission, it is Customer's responsibility to obtain it, at Customer's expense, before Customer asks Dell to perform these Services.
- **Cooperate with Phone Analyst and On-site Technician.** Customer agrees to cooperate with and follow the instructions given by Dell phone analyst and its on-site technicians. Experience shows that most system problems and errors can be corrected over the phone as a result of close cooperation between the user and the analyst or technician.
- **Supported Releases.** Customer must maintain software and Supported Product(s) at Dell-specified minimum release levels or configurations as specified on PowerLink for Dell | EMC Storage or as specified on www.support.dell.com for Supported Products. Customer must also ensure installation of remedial replacement parts, patches, software updates or subsequent releases as directed by Dell in order to keep the Support Product(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

Service Description

Basic Hardware Support

device), and keyboard must also be provided (at **NO** cost to Dell), if the system does not already include these items.

- **Mail-In Support.** Where Services require mail-in service, Customer must comply with all Mail-in procedures and terms.

NOTE: If Customer fails to comply with the responsibilities and terms outlined in this Service Description, then Dell is not obligated to provide the Service.

Global Website Information

Customer Location	Master Services Agreement & Service Contracts	PartnerDirect and Reseller Terms & Conditions	Dell Services Acceptable Use Policy
United States, Latin America & the Caribbean	www.dell.com/servicecontracts	www.dell.com/termsandconditions	www.dell.com/AUP
Canada	www.dell.ca/servicecontracts	www.dell.ca	www.dell.com/AUP
Europe, Middle East & Africa	euro.dell.com/service-descriptions	www.dell.com *	www.dell.com/AUP
Asia, Pacific & Japan	www.dell.com *	www.dell.com *	www.dell.com/AUP

* Please utilize the "Choose a Country/Region" drop-down menu at <http://www.dell.com>

Important Additional Information

Whole Unit Replacement. If the analyst determines that the component of the defective Supported Product is one that is easily disconnected and reconnected (such as a keyboard or monitor), or if the analyst determines that the Supported Product is one that should be replaced as a whole unit, Dell reserves the right to send Customer a whole replacement unit. If a Dell technician delivers a replacement unit to Customer, Customer must relinquish the defective system or component thereof to the Dell technician, unless Customer has purchased Keep Your Hard Drive or another asset protection service for the affected system in which case Customer may retain their respective failed parts (such as 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.

Support Limitations. Dell is not liable for any failure or delay in performance due to any cause beyond its control. Service extends only to uses for which the Supported Product was designed.

Cisco. Dell has contracted with Cisco and is utilizing Cisco technical resources in delivering ongoing support for select Cisco products as part of Dell's overall services solution.

Service Description

Basic Hardware Support

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

Cancellation. Subject to the applicable product and services return policy for Customer's geographic location, Customer may terminate this Service within a defined number of days of Customer's receipt of the Supported Product by providing Dell with written notice of cancellation. If Customer cancels this Service within that period, Dell will send Customer a full refund less the costs of support claims, if any, made under this Service Description. However, if that period has transpired since Customer's receipt of the Supported Product, Customer may not cancel this Service except as provided by an applicable state/country/province law which may not be varied by agreement.

Dell may cancel this Service at any time during the Service term for any of the following reasons:

- Customer fails to pay the total price for this Service in accordance with the invoice terms;
- Customer refuses to cooperate with the assisting analyst or on-site technician; or
- Customer fails to abide by all of the terms and conditions set forth in this Service Description.

If Dell cancels this Service, Dell will send Customer written notice of cancellation at the address indicated on Customer's invoice. The notice will include the reason for cancellation and the effective date of cancellation, which will be not less than ten (10) days from the date Dell sends notice of cancellation to Customer, unless state law requires other cancellation provisions that may not be varied by agreement. IF DELL CANCELS THIS SERVICE PURSUANT TO THIS PARAGRAPH, CUSTOMER SHALL NOT BE ENTITLED TO ANY REFUND OF FEES PAID OR DUE TO DELL.

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.

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 or other asset protection service) if Customer has received replacement parts from Dell. Dell uses new and reconditioned parts made by various manufacturers in performing warranty repairs or providing replacement service parts.

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.

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.

Service Description

Basic Hardware Support

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.

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