

INFORMATION TECHNOLOGY PURCHASE AGREEMENT

This Information Technology Purchase Agreement (this "Agreement") is made and entered into on June 10, 2019 (the "Effective Date") by and between the City of Yuma, an Arizona municipal corporation, (the "City") and Dell Marketing, L.P., ("Dell").

RECITALS

WHEREAS, the City desires to purchase product and associated support and training services listed on Dell Quote No. 3000038912685.1 (attached as Exhibit A to this Agreement) and to finance the products and services through the Dell Financial Services Master Lease Agreement No. 592779-54284 ("MLA") (the "Purchase");

WHEREAS, Dell is a manufacturer of computer products and is willing and able to sell such products and associated support and training services; and

WHEREAS, in addition to the terms of the MLA, the terms and conditions of the Arizona Department of Administration Contract No. WN01AGW, Customer Agreement No. ADSP016-098163 dated July 1, 2015 ("Master Agreement"), and the terms and conditions of this Agreement shall govern the Purchase; and

WHEREAS, the City and Dell desire to provide additional terms relating to the services listed on Dell Quote No. 3000038912685.1.

NOW, THEREFORE, upon good and valuable consideration, the receipt and sufficiency of which hereby acknowledged, the City and Dell agree to the following terms, conditions and covenants:

SECTION ONE

RELATIONSHIP OF THIS AGREEMENT TO THE MASTER AGREEMENT

1.1. Except for the terms specifically set forth below or any terms that conflict with this Agreement, the City and Dell agree to use the terms and conditions of the Master Agreement for the purpose of the Purchase.

1.2. This Agreement shall not diminish, change, or impact the rights of the Arizona Department of Administrative Services with regard to its contractual relationship with Dell under the terms of the Master Agreement. Any modifications to the terms of the Master Agreement described in this Agreement or any additional terms contained in this Agreement apply only to the contractual relationship between Dell and the City.

1.3. This Agreement, its amendments and supplements thereto, shall be governed by the laws of the State of Arizona and the City. Venue for all legal proceedings arising out of the Agreement, or breach thereof, shall be in the State or Federal Court with competent jurisdiction in Yuma County, Arizona. . .

SECTION TWO ADDITIONAL TERMS

2.1 Required Terms: The following Sections are required by Arizona law relating to Arizona public entity contracts and are added to and made part of this Agreement:

A. Boycott of Israel. The Parties shall comply with the applicable requirements of A.R.S. § 35-393.01. However, the Parties recognize that the U.S. District Court for the District of Arizona has entered an injunction barring enforcement of this statute in Mikkel Jordahl, et al., v. Mark Brnovich, et al., No. CV-17-08263-PCT-DJH, and unless and until the District Court's injunction is stayed or lifted, A.R.S. § 35-393.01 is unenforceable and neither Party can take any action to enforce it.

B. Arizona Revised Statutes ("A.R.S.") § 38-511. Notice is hereby given of the applicability of the conflict of interest and cancellation provisions of A.R.S. § 38-511, as amended, the provisions of which are incorporated herein.

C. E-verify Requirements. To the extent applicable under Arizona Revised Statutes ("A.R.S.") § 41-4401, Dell warrants compliance, and are contractually obligated to comply, with all federal immigration laws and regulations that relate to their employees and their compliance with the E-verify requirements under A.R.S. § 23-214(A) ("Immigration Warranty"). Dell or its subcontractor's failure to comply with Immigration Warranty shall be deemed a material breach of this Agreement and may subject Dell to penalties up to and including termination of this Agreement at the sole discretion of City. The City retains the legal right to inspect the papers of all Dell personnel who provide services under this Agreement to ensure that Dell or its subcontractors are complying with the Immigration Warranty. Dell agrees to assist City in regard to any such inspections. The City may, at its sole discretion, conduct random verification of the employment records of Dell and any subcontractor to ensure compliance with the Immigration Warranty. Dell agrees to assist the City in regard to any random verification performed. Neither Dell, nor any subcontractor, will be deemed to have materially breached the Immigration Warranty if Dell or subcontractor establishes that it has complied with the employment verification provisions prescribed by Sections 274A and 274B of the Federal Immigration and Nationality Act and the E-Verify requirements prescribed by A.R.S. § 23-214 (A).

2.2 Insurance.

A. Insurer Qualifications. Without limiting any obligations or liabilities of Dell, Dell shall purchase and maintain, at its own expense, hereinafter stipulated minimum insurance with insurance companies authorized to do business in the State of Arizona pursuant to Arizona Revised Statutes ("A.R.S.") § 20-206, as amended, with an AM Best, Inc. rating of A- or above with policies and forms satisfactory to the City. Failure to

maintain insurance as specified herein may result in termination of this Agreement at the City's option.

B. No Representation of Coverage Adequacy. The City reserves the right to review any and all of the insurance policies and/or endorsements cited in this Agreement, but has no obligation to do so. Failure to demand such evidence of full compliance with the insurance requirements set forth in this Agreement or failure to identify any insurance deficiency shall not relieve Dell from, nor be construed or deemed a waiver of, its obligation to maintain the required insurance at all times during the performance of this Agreement.

C. Additional Insured. All insurance coverage and self-insured retention or deductible portions, except Workers' Compensation insurance and Professional Liability insurance, if applicable, shall name and endorse, to the fullest extent permitted by law for claims arising out of the performance of this Agreement, the City, its agents, representatives, officers, directors, officials and employees as Additional Insured as specified under the respective coverage sections of this Agreement.

D. Coverage Term. All insurance required herein shall be maintained in full force and effect until all work or services required to be performed under the terms of this Agreement are satisfactorily performed, completed and formally accepted by the City, unless specified otherwise in this Agreement.

E. Primary Insurance. Dell's insurance shall be endorsed to indicate its primary, non-contributory insurance with respect to performance of this Agreement and in the protection of the City as an Additional Insured. Such coverage shall be at least as broad as ISO CG 20 01 04 13.

F. Claims Made. In the event any insurance policies required by this Agreement are written on a "claims made" basis, coverage shall extend, either by keeping coverage in force or purchasing an extended reporting option, for three (3) years past completion and acceptance of the services. Such continuing coverage shall be evidenced by submission of annual Certificates of Insurance citing applicable coverage is in force and contains the provisions as required herein for the three-year period.

G. Waiver. All policies, except for Professional Liability, including Workers' Compensation insurance, shall contain a waiver of rights of recovery (subrogation) against the City, its agents, representatives, officials, officers and employees for any claims arising out of the work or services of Dell. Dell shall arrange to have such subrogation waivers incorporated into each policy via formal written endorsement.

H. Policy Deductibles and/or Self-Insured Retentions. The policies set forth in these requirements may provide coverage that contains deductibles or self-insured retention amounts. Such deductibles or self-insured retention shall not be applicable with respect to the policy limits provided to the City. Dell shall be solely responsible for any such deductible or self-insured retention amount.

I. Use of Subcontractors. If any work under this Agreement is subcontracted in any way, Dell shall be responsible for executing any agreements with its subcontractors and obtaining certificates of insurance verifying the insurance requirements.

J. Evidence of Insurance. Prior to commencing any work or services under this Agreement, Dell will provide the City with suitable evidence of insurance in the form of certificates of insurance and a copy of the declaration page(s) of the insurance policies as required by this Agreement, issued by Dell insurance insurer(s) as evidence that policies are placed with acceptable insurers as specified herein and provide the required coverages, conditions and limits of coverage specified in this Agreement and that such coverage and provisions are in full force and effect. The City may reasonably rely upon the certificates of insurance and declaration page(s) of the insurance policies as evidence of coverage but such acceptance and reliance shall not waive or alter in any way the insurance requirements or obligations of this Agreement. If any of the policies required by this Agreement expire during the life of this Agreement, Dell shall forward renewal certificates and declaration page(s) to the City thirty (30) days prior to the expiration date. All certificates of insurance and declarations required by this Agreement shall be identified by referencing this Agreement. Additionally, certificates of insurance and declaration page(s) of the insurance policies submitted without referencing this Agreement will be subject to rejection and may be returned or discarded. Certificates of insurance and declaration page(s) shall specifically include the following provisions:

- (1) The City, its agents, representatives, officers, directors, officials and employees are Additional Insureds as follows:
 - (a) Commercial General Liability – Under Insurance Services Office, Inc., (“ISO”) Form CG 20 10 03 97 or equivalent.
 - (b) Auto Liability – Under ISO Form CA 20 48 or equivalent.
 - (c) Excess Liability – Follow Form to underlying insurance.
- (2) Dell’s insurance shall be primary, non-contributory insurance with respect to performance of the Agreement.
- (3) All policies, except for Professional Liability, including Workers’ Compensation, waive rights of recovery (subrogation) against City, its agents, representatives, officers, officials and employees for any claims arising out of work or services performed by Dell under this Agreement.
- (4) ACORD certificate of insurance form 25 (2014/01) is preferred. If ACORD certificate of insurance form 25 (2001/08) is used, the phrases in the cancellation provision “endeavor to” and “but failure to mail such notice shall impose no obligation or liability of any kind upon the company, its agents or representatives” shall be deleted. Certificate forms other than ACORD form shall have similar restrictive language deleted.

2.3 Required Insurance Coverage.

A. Commercial General Liability. Dell shall maintain "occurrence" form Commercial General Liability insurance with an unimpaired limit of not less than \$2,000,000 for each occurrence, \$2,000,000 Products and Completed Operations Annual Aggregate and a \$4,000,000 General Aggregate Limit. The policy shall cover liability arising from premises, operations, independent contractors, products-completed operations, bodily injury, personal and advertising injury. Coverage under the policy will be at least as broad as ISO policy form CG 00 010 93 or equivalent thereof, including but not limited to, separation of insured's clause. To the fullest extent allowed by law, for claims arising out of the performance of this Agreement, the City, its agents, representatives, officers, officials and employees shall be endorsed as an Additional Insured under ISO, Commercial General Liability Additional Insured Endorsement form CG 20 10 03 97, or equivalent, which shall read "Who is an Insured (Section II) is amended to include as an insured the person or organization shown in the Schedule, but only with respect to liability arising out of "your work" for that insured by or for you." If any Excess insurance is utilized to fulfill the requirements of this subsection, such Excess insurance shall be "follow form" equal or broader in coverage scope than underlying insurance.

B. Technology Professional Liability. Insurance appropriate to the Dell's profession, with unimpaired limits not less than \$2,000,000 per occurrence, \$2,000,000 aggregate. Coverage shall be sufficiently broad to respond to the duties and obligations as is undertaken by Dell in this Agreement

C. Workers' Compensation Insurance. Dell shall maintain Workers' Compensation insurance to cover obligations imposed by federal and state statutes having jurisdiction over Dell employees engaged in the performance of work or services under this Agreement and shall also maintain Employers Liability Insurance of not less than \$500,000 for each accident, \$500,000 disease for each employee and \$1,000,000 disease policy limit.

D. Additional Coverage. To the fullest extent permitted by law, if Dell maintains higher insurance limits than the minimums shown above, the City requires and shall be entitled to coverage for the higher limit maintained.

E. Cancellation and Expiration Notice. Insurance required herein shall not expire, be canceled, or be materially changed without thirty (30) days' prior written notice to the City.

2.4 Independent Contractor. It is clearly understood that each Party will act in its individual capacity and not as an agent, employee, partner, joint venturer, or associate of the other. An employee or agent of one Party shall not be deemed or construed to be the employee or agent of the other for any purpose whatsoever. Dell acknowledges and agrees that the services provided under this Agreement are being provided as an independent contractor, not as an employee or agent of the City. Dell, its employees and subcontractors are not entitled to workers' compensation benefits from the City.

2.5 Information Technology.

A. Limited Access: As necessary for the fulfillment of the Agreement, the City may provide Dell with non-exclusive, limited access to the City's information technology infrastructure. Dell understands and agrees to abide by all the City policies, standards, regulations and restrictions regarding access and usage of the City's information technology infrastructure that are made known to Dell prior to its performance under this Agreement. Dell shall enforce all such policies, standards, regulations and restrictions with all the Dell employees, agents or any tier of subcontractor granted access in the performance of this Agreement, and shall be granted and authorize only such access as may be necessary for the purpose of fulfilling the requirements of the Agreement.

B. Permitted Access: Dell EMC Services' employees, agents and subcontractors must receive prior, written approval from the City before being granted access to the City's information technology infrastructure and data and the City, in its sole determination, shall determine accessibility and limitations thereto. Dell agrees that the requirements of this Section shall be incorporated into all subcontractor agreements entered into by Dell. It is further agreed that a violation of this Section shall be deemed to cause irreparable harm that justifies injunctive relief in court. A violation of this Section may result in immediate termination of this Agreement without notice.

C. Survival: The obligations of Dell under this Section shall survive the termination of this Agreement.

2.6 Services

A. City is acquiring the ProSupport Plus, ProDeploy, Client ProSupport Plus (collectively "ProSupport Services") from Dell in connection with the Purchase.

B. The ProSupport Services listed in Dell Quote No. 3000038912685.1 shall be performed in accordance with the Scope of Service Description attached as Exhibit B to this Agreement.

[Signatures appear on following page]

IN WITNESS WHEREOF, the City and Dell Marketing, L.P. have caused this Agreement to be executed as of the day and year first above written.

City of Yuma, an Arizona municipal
corporation

By: _____

Name: _____

Title: _____

Attest:

By: _____
Lynda L. Bushong
City Clerk

Approved as to Form:

By: _____

Richard W. Files
City Attorney

Dell Marketing L.P.
a Texas Limited Partnership

By: _____

Name: _____

Title: _____

Alison Harrington
Alison Harrington
Commercial Counsel

Exhibit A
Quote

(See attached pages)



A quote for your consideration!

Based on your business needs, we put the following quote together to help with your purchase decision. Below is a detailed summary of the quote we've created to help you with your purchase decision.

To proceed with this quote, you may respond to this email, order online through your **Premier page**, or, if you do not have Premier, use this **Quote to Order**.

Quote No.	3000038912685.1	Sales Rep	Ben Carpenter
Total	\$943,272.72	Phone	(800) 456-3355, 5138192
Customer #	23604417	Email	B_Carpenter@Dell.com
Quoted On	May. 22, 2019	Billing To	SHANELLE JORDAN
Expires by	Aug. 21, 2019		CITY OF YUMA - ACCOUNTING
Deal ID	17769776		1 CITY PLZ
			YUMA, AZ 85364-1436

Message from your Sales Rep

Please contact your Dell sales representative if you have any questions or when you're ready to place an order.
Thank you for shopping with Dell!

Regards,
Ben Carpenter

Shipping Group

Shipping To	Shipping Method
SHANELLE JORDAN	Standard Delivery
CITY OF YUMA - ACCOUNTING	
IT DEPT	
ONE CIVIC PLAZA	
YUMA, AZ 85365	
(928) 373-4692	

Product	Unit Price	Qty	Subtotal
Precision 3430 Small Form Factor	\$1,232.07	725	\$893,250.75

Subtotal:	\$893,250.75
Shipping:	\$0.00
Estimated Tax:	\$50,021.97

Total:	\$943,272.72
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Special lease pricing may be available for qualified customers and offers. Please contact your DFS Sales Representative for details.

Shipping Group Details

Shipping To

SHANELLE JORDAN
CITY OF YUMA - ACCOUNTING
IT DEPT
ONE CIVIC PLAZA
YUMA, AZ 85365
(928) 373-4692

Shipping Method

Standard Delivery

Precision 3430 Small Form Factor		\$1,232.07	Qty 725	Subtotal \$893,250.75
Estimated delivery if purchased today: Jun. 24, 2019 Contract # WN01AGW Customer Agreement # ADSP016-098163				
Description	SKU	Unit Price	Qty	Subtotal
Precision 3430 Small Form Factor CTO BASE	210-AOWE	-	725	-
Intel Core i5-8500, 6 Core, 9MB Cache, 3.0GHz, 4.1Ghz Turbo w/ HD Graphics 630	338-BOSJ	-	725	-
Dell Precision Tower Heatsink	412-AAOM	-	725	-
Win 10 Pro 64 English, French, Spanish	619-AHKN	-	725	-
No AutoPilot	340-CKSZ	-	725	-
Microsoft(R) Office 30 Days Trial	658-BCSB	-	725	-
Intel Integrated Graphics	490-BBBS	-	725	-
Precision 3430 Small Form Factor w/ 200W up to 92% efficient PSU (80Plus Platinum)	321-BDOR	-	725	-
16GB (2x8GB) 2666MHz DDR4 UDIMM Non-ECC	370-AEFV	-	725	-
Intel vPro Technology Enabled	631-ABSU	-	725	-
No Driver	555-BBNI	-	725	-
C3 M.2 SSD	449-BBMC	-	725	-
Integrated Intel SATA Controller	403-BBCE	-	725	-
M.2 256GB PCIe NVMe Class 40 Solid State Drive	400-AXXT	-	725	-
No Additional Hard Drive	401-AADF	-	725	-
No Additional Hard Drive	401-AADF	-	725	-
ODD Bezel, Small Form Factor	325-BCXP	-	725	-
8x DVD+/-RW 9.5mm Optical Disk Drive	429-ABFH	-	725	-
No RAID	780-BBCJ	-	725	-
Black Dell KB216 Wired Multi-Media Keyboard English	580-ADJC	-	725	-
Black Dell MS116 Wired Mouse	275-BBBW	-	725	-
Thank You for Choosing Dell	340-ADBJ	-	725	-
No Additional Network Card Selected (Integrated NIC included)	555-BBJO	-	725	-
Not selected in this configuration	817-BBBC	-	725	-
No PCIe add-in card	492-BBFF	-	725	-

Quick Start Guide	340-CEDH	-	725	-
OS-Windows Media Not Included	620-AALW	-	725	-
Energy Star	387-BBLW	-	725	-
Dell Precision Optimizer	640-BBRC	-	725	-
CMS Essentials DVD no Media	658-BBTV	-	725	-
No FGA	817-BBBB	-	725	-
Dell Precision TPM Info	340-ACBY	-	725	-
Coffee Lake I5 CPU label , Vpro	338-BOMB	-	725	-
Safety/Environment and Regulatory Guide (English/French Multi-language)	340-AGIK	-	725	-
No Driver	555-BBNI	-	725	-
MOD,SHP MTL,PWS,P9,SFF,DAO	340-CBUS	-	725	-
SHIP,PWS,LNK,NO,NO,AMF	340-CBUU	-	725	-
No Intel Rapid Start or Smart Connect	409-BBCF	-	725	-
US Order	332-1286	-	725	-
Precision 3430 Reg Label	389-CXGL	-	725	-
No Media Card Reader	385-BBBL	-	725	-
No Security Software	650-AAJS	-	725	-
Dell Digital Delivery Cirrus Client	340-AAUC	-	725	-
Dell Watchdog Timer	379-BDBL	-	725	-
Dell Watchdog Timer	379-BDCN	-	725	-
SupportAssist	525-BBCL	-	725	-
Waves Maxx Audio	658-BBRB	-	725	-
Dell Applications for Windows 10	658-BDYP	-	725	-
MOD-SRV,SW,PWS,3430	658-BDYV	-	725	-
No Accessories	461-AABV	-	725	-
Dell Developed Recovery Environment	658-BCUV	-	725	-
No UPC Label	389-BCGW	-	725	-
No Integrated Stand option	575-BBBI	-	725	-
No Additional Port	492-BCLP	-	725	-
External Speaker Not Included	520-AABF	-	725	-
Dell Limited Hardware Warranty Plus Service	997-2808	-	725	-
ProSupport Plus: 7x24 Technical Support, 4 Years	997-2860	-	725	-
ProSupport Plus: Keep Your Hard Drive, 4 Years	997-2869	-	725	-
ProSupport Plus: Accidental Damage Service, 4 Years	997-2878	-	725	-
ProSupport Plus: Next Business Day Onsite, 4 Years	997-6821	-	725	-
Thank you for choosing Dell ProSupport Plus. For tech support, visit www.dell.com/contactdell or call 1-866-516-3115	997-8367	-	725	-
ProDeploy Plus Deployment Dell Client PC System Configuration	366-0317	-	725	-
ProDeploy, Plus, Factory Install, Config Services	378-6623	-	725	-
ProDeploy Plus Client Training Credits 20 Redeem at www.LearnDell.com Expires 1YR from Order Date	810-1350	-	725	-

ProDeploy Plus Client Data Wipe Solution	810-1353	-	725	-
ProDeploy Plus Dell Client Configuration assistance for up to 30days after deployment	810-1355	-	725	-
ProDeploy Plus Deployment Dell Client PC	810-1358	-	725	-
Configuration Services, Trash Removal	379-7983	-	725	-
ProDeploy Client Add On for Installation Packaging Material Removal	815-4074	-	725	-
Client ProSupport Plus Asset Label without Company Name	365-0896	-	725	-
CFI,Information,VAL,CHASSISDEF,Factory Install	377-8262	-	725	-

Subtotal:	\$893,250.75
Shipping:	\$0.00
Estimated Tax:	\$50,021.97
<hr/>	
Total:	\$943,272.72

Important Notes

Terms of Sale

Unless you have a separate written agreement that specifically applies to this order, your order will be subject to and governed by the following agreements, each of which are incorporated herein by reference and available in hardcopy from Dell at your request: Dell's Terms of Sale, which include a binding consumer arbitration provision and incorporate Dell's U.S. Return Policy and Warranty (for Consumer warranties; for Commercial warranties).

If this purchase includes software: in addition to the foregoing applicable terms, your use of the software is subject to the license terms accompanying the software, and in the absence of such terms, then use of the Dell-branded application software is subject to the Dell End User License Agreement - Type A and use of the Dell-branded system software is subject to the Dell End User License Agreement - Type S.

If your purchase is for Mozy, in addition to the foregoing applicable terms, your use of the Mozy service is subject to the terms and conditions located at <https://mozy.com/about/legal/terms>.

If your purchase is for Boomi services or support, your use of the Boomi Services (and related professional service) is subject to the terms and conditions located at <https://boomi.com/msa>.

If your purchase is for Secureworks services or support, your use of the Secureworks services (and related professional service) is subject to the terms and conditions located at <https://www.secureworks.com/eula/eula-us>.

If this purchase is for (a) a storage product identified in the DELL EMC Satisfaction Guarantee Terms and Conditions located at ("Satisfaction Guarantee") and (ii) three (3) years of a ProSupport Service for such storage product, in addition to the foregoing applicable terms, such storage product is subject to the Satisfaction Guarantee.

You acknowledge having read and agree to be bound by the foregoing applicable terms in their entirety. Any terms and conditions set forth in your purchase order or any other correspondence that are in addition to, inconsistent or in conflict with, the foregoing applicable online terms will be of no force or effect unless specifically agreed to in a writing signed by Dell that expressly references such terms.

Pricing, Taxes, and Additional Information

All product, pricing, and other information is valid for U.S. customers and U.S. addresses only, and is based on the latest information available and may be subject to change. Dell reserves the right to cancel quotes and orders arising from pricing or other errors. Please indicate any tax-exempt status on your PO, and fax your exemption certificate, including your Customer Number, to the Dell Tax Department at 800-433-9023. Please ensure that your tax-exemption certificate reflects the correct Dell entity name: **Dell Marketing L.P.**

Note: All tax quoted above is an estimate; final taxes will be listed on the invoice.

If you have any questions regarding tax please send an e-mail to Tax_Department@dell.com.

For certain products shipped to end-users in California, a State Environmental Fee will be applied to your invoice. Dell encourages customers to dispose of electronic equipment properly.

Exhibit B
Service Description
(See attached pages)

Service Description

Dell EMC Services ProDeploy Client Suite (Basic Deployment, ProDeploy and ProDeploy Plus)

Introduction

This document and its attachments (the "Service Description") outline the service features for Basic Deployment for Client, ProDeploy for Client and ProDeploy Plus for Client, (each a "Service" and collectively the "Services"). Together, the Services comprise Dell's ProDeploy Client Suite ("ProDeploy Suite").

Dell EMC Services ("Dell") is pleased to provide these Services in accordance with this Service Description. Your quote, order form or other mutually agreed upon form of invoice or order acknowledgment (as applicable, the "Order Form") will include the name of the Service(s) and available service options that you purchased. For additional assistance or to request a copy of your service contract(s), contact Dell Technical Support or your sales representative.

The scope of your service agreement

Each Service tier of the ProDeploy Suite also has a corresponding attachment to this Service Description that further describes features of the applicable Service. Note that all service features of Basic Deployment are also available to Customers (as defined below) who purchase ProDeploy, and all service features of Basic Deployment and ProDeploy are available to Customers who purchase ProDeploy Plus. Those service features include:

- **Basic Deployment Service:** Configuration of BIOS settings, application of asset tags to Supported Products (as defined below), application of Ship Box Label, and Asset Reporting (as described more fully in Attachment A hereto);
- **ProDeploy Service:** Imaging, Onsite Installation, Dell Provisioning, Development of an Implementation Plan by a Dell Deployment Engineer, and product documentation with product orientation and task instruction "Knowledge Transfer" (as described more fully in attachment B hereto) ;
- **ProDeploy Plus Service:** Connected Configuration, Data Migration, Data Sanitization Service, Technology Service Manager (TSM) Engagement via ProSupport Plus, 30 day post-deployment support, and Training Credits (as described more fully in attachment C hereto).
- **All of the Services:** also include a single point of contact for remote deployment project management ("Project Manager") and access to the TechDirect Self-Service Portal.

Pre-Deployment Activities

Dell and the Customer shall complete any necessary activities listed in this Service Description as Customer Responsibilities for the Service that can be completed before deployment of the Service(s) begins. These activities will validate the assumptions, requirements, procedures, and responsibilities set forth in this Service Description. In the event any Assumption, requirement, procedure, or responsibility is found to be incorrect, the pricing and/or scope of Service(s) may be modified to reflect the actual operating environment.



TechDirect Self-Service Portal Access

Customers purchasing any level of the ProDeploy for Client Suite gain access to the TechDirect Self-Service Portal.

From the portal, based on the Service purchased, Customer will perform many tasks associated with their deployment, which include but are not limited to:

- Specifying configuration details such as BIOS settings and Asset Tags;
- Providing deployment addresses and review onsite work instructions;
- Creating reusable profiles that combine configuration settings and onsite installation details;
- Providing data wipe project specifications and monitoring the performance of remote wiping of legacy assets; and
- Uploading and downloading key tools and documents.

TechDirect will maintain the detailed specifications for all ProDeploy Deployments and on the TechDirect Self-Service Portal Customers will review, confirm and approve all deployment specifications corresponding to the Service(s) purchased and used by Customer. Customer's use of the TechDirect Self-Service Portal will be subject to Customer's agreement to the terms on the TechDirect Self-Service Portal that correspond to Customer's submission of materials in connection with the Service(s) purchased and used by Customer, including, but not limited to, Customer's obligation to review, acknowledgement and approval of the specifications for the Supported Products that are viewable on the TechDirect Self-Service Portal, and the terms regarding disclaimers of liability by Dell and/or assumption of liability by Customer for any aspects of Customer's use of the TechDirect Self-Service Portal that Customer accepts pursuant to the terms presented to Customer on the TechDirect Self-Service Portal.

Customer Responsibilities

Customer's Program Manager will work with the Dell Program Manager and designated representatives to support the activities prior to and during the performance of the corresponding Service(s). These responsibilities include, but are not limited to:

- provide requirements and technical data needed to complete the Service(s) within 10 business days of submitting orders;
- assign a Site Coordinator for each Customer site where an onsite deployment of the Service(s) will occur;
- ensure all necessary Customer resources are available for the duration of the Program, including technical contacts;
- coordinate the scheduling of all necessary resources required for the Service(s);
- maintain communication to prevent scheduling conflicts;
- provide Dell with access to Customer facilities and systems as needed to provide the Service(s); and
- provide specifications acceptance documentation and Site Acceptance materials upon completion of corresponding onsite Service(s), when applicable.

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(s), the data located thereon and all hardware and software components included therein, for the purpose of providing these Service(s). 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 Service(s).

Cooperate with Phone Analyst and Onsite Technician. Customer will cooperate with and follow the instructions given by any Dell phone analyst or onsite 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.



Onsite Obligations. Where Service(s) require onsite performance, Customer will provide (at no cost to Dell) free, safe and sufficient access to Customer's facilities and the Supported Products, including ample working space, electricity, and a local telephone line. A monitor or display, a mouse (or pointing device), and a keyboard must also be provided (at no cost to Dell), if the system does not already include these items.

Data Backup; Removing Confidential Data. Customer will complete a backup of all existing data, software and programs on all affected systems prior to and during the delivery of this Service. Customer should make periodic backup copies of the data stored on all affected systems as a precaution against possible failures, alterations, or loss of data. In addition, Customer is responsible for removing any confidential, proprietary, or personal information and any removable media such as SIM cards, CDs, or PC Cards regardless of whether an onsite technician is also providing assistance. DELL WILL HAVE NO LIABILITY FOR:

- ANY OF YOUR CONFIDENTIAL, PROPRIETARY OR PERSONAL INFORMATION;
- LOST OR CORRUPTED DATA, PROGRAMS OR SOFTWARE;
- DAMAGED OR LOST REMOVABLE MEDIA;
- DATA OR VOICE CHARGES INCURRED AS A RESULT OF FAILING TO REMOVE ALL SIM CARDS OR OTHER REMOVABLE MEDIA INSIDE SUPPORTED PRODUCTS THAT ARE RETURNED TO DELL;
- THE LOSS OF USE OF A SYSTEM OR NETWORK;
- AND/OR FOR ANY ACTS OR OMISSIONS, INCLUDING NEGLIGENCE, BY DELL OR A THIRD-PARTY SERVICE PROVIDER.

Dell will not be responsible for the restoration or reinstallation of any programs or data after the Service(s) are performed. Customers who purchase ProDeploy Plus and use data migration services should back up any Customer data or take any other appropriate measures to prevent a risk of data loss. When returning a Supported Product or part thereof, Customer will only include the Supported Product or part which has been requested by the phone technician.

Third Party Warranties. These Service(s) 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. Customer will ensure that Dell's performance of Service(s) 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 Service(s) may have on those warranties. DELL DOES NOT TAKE RESPONSIBILITY FOR THIRD PARTY WARRANTIES OR FOR ANY EFFECT THAT THE DELL SERVICE(S) MAY HAVE ON THOSE WARRANTIES.

Customer Partners. Customer may use third parties (e.g., contractors, agents, system integrators and/or channel partners) to represent Customer and work with Dell to the extent necessary for the Service(s) to be provided to Customer ("Customer Partners"). Customer is solely liable for all acts or omissions of its Customer Partners. Customer further agrees to indemnify and hold Dell harmless on demand from any and all damages, costs and expenses (including legal fees and costs of court or settlement) arising out of or in connection with any act or omission of each Customer Partner in its capacity as a representative of Customer, regardless of the form of action.

Third Party Products. "Third Party Products" shall mean any hardware, parts, software or other tangible or intangible materials (either provided by Customer to Dell or procured by Dell at Customer's direction) that are used by Dell in conjunction with the Service(s). Customer warrants to Dell that it has obtained any licenses, consents, regulatory certifications or approvals required to hereby grant Dell and Dell Partners, as described above including their respective subcontractors and employees, the right and license to access, copy, distribute, use and/or modify (including creating derivative works) and/or install the Third Party Products without infringing or violating the ownership or license rights (including patent and copyright) of the providers or owners of such Third Party Products. Customer agrees to assume all responsibility for any and all software licensing requirements. Customer's Dell technician will "accept" any and all electronic agreements on Customer's behalf that are a part of the installation process unless directed in writing by



Customer otherwise. EXCEPT AS AGREED TO IN WRITING BETWEEN CUSTOMER AND DELL, DELL HEREBY DISCLAIMS ANY AND ALL WARRANTIES, EXPRESS OR IMPLIED, RELATING TO THIRD PARTY PRODUCTS. Third Party Products shall be exclusively subject to terms and conditions between the third party and Customer. DELL HEREBY DISCLAIMS ANY AND ALL LIABILITY FOR ANY EFFECT THAT THE SERVICE(S) MAY HAVE ON ANY WARRANTIES FOR THIRD PARTY PRODUCT. To the maximum extent permitted by applicable local law, Dell shall have no liability for Third Party Products and Customer shall look exclusively to the third party provider for any damages or liability with respect to the provision of such Third Party Products.

No Personal Data or Personally Identifiable Information. Third Party Products, including but not limited to images, applications and documentation submitted to Dell may not contain any Personally Identifiable Information or other personal data. Unless applicable local law provides otherwise, "Personally Identifiable Information" (or "PII") means data or information that alone or together with any other information identifies a natural person or data considered to be personal data or any other type or personal data that may be subject to privacy laws or regulations. Customer warrants that any Third Party Products which Customer submits to Dell for use by Dell in providing the Service(s) will not contain Personally Identifiable Information. Please contact your Dell Sales Representative for further assistance. **DO NOT SUBMIT THIRD PARTY PRODUCTS TO DELL WHICH CONTAIN PERSONALLY IDENTIFIABLE INFORMATION.**

Export. Customer warrants and represents that Third Party Products, including but not limited to software included on an image submitted to Dell in conjunction with any Imaging Service (as defined below), contain no restricted technology (e.g., encryption) or, if they do contain restricted technology, that the Third Party Products are eligible for export by Dell to any country (other than those that are embargoed under applicable export laws) without an export license. Dell is not responsible for determining the accuracy of any representations regarding the existence of an export license or regarding eligibility for export of Third Party Products without license. Customer's export certifications must support applicable regional and local laws, regulations, and requirements (e.g., physical signature vs. electronic signature). In addition to the above warranties, a separately signed export certification may be required for all Imaging Service(s) (the "Image Export Compliance Certification"). In selected countries, export certifications may be required in conjunction with other Service(s) (e.g., asset tag configuration, hardware configuration, or software configuration). Any required export certification must be completed, signed and returned to Dell prior to the applicable Service(s) being implemented by Dell. In the event Dell is required to obtain an export license for Third Party Products in order to deliver the Service(s), Customer hereby agrees to provide Dell, at no charge, any and all reasonable assistance Dell requires to obtain such export license.

Customer Indemnity. Customer shall defend, indemnify and hold Dell harmless on demand from, any third-party claim or action arising out of (a) the failure of Customer to obtain the appropriate license, intellectual property rights, or any other permissions, regulatory certifications or approvals associated with Third Party Products, as well as software or materials directed or requested by Customer to be installed or integrated as part of the Service(s), or (b) any inaccurate representations regarding the existence of an export license or any allegation made against Dell due to Customer's violation or alleged violation of applicable export laws, regulations, and orders.

Technical Specifications Notice and Disclaimer. Customer is responsible for determining Customer technical specifications for the Service(s) and, if applicable, for ensuring that those technical specifications are properly documented to Dell. Customer acknowledges that the Service(s) are of Customer's choosing. Dell shall be entitled to rely on the technical specifications provided by Customer. Dell is not responsible for liability or damage arising from the provision of Service(s) performed in accordance with Customer's technical specifications. If, in Dell's sole and not unreasonable opinion, the proposed Service(s) are not technically feasible, Dell reserves the right to refuse to proceed with the provision of the Service(s). Dell makes no warranty that the Service(s) provided to the Customer will address all of the Customer's requirements as Dell is dependent upon Third Party Products and assistance provided by the Customer or third parties.

Customer is strongly advised to log in via the Dell Online First Article (OFA) service (regional availability of OFA varies) for inspection, and approval based on the Service(s) being purchased. The Customer agrees to a 2 business day configuration review process when using the Online First Article service; Customers



will have a secure Customer log in that will expire by the second day at 11:59pm Customer's local time. Ensure you notify Dell if requesting to utilize the Dell Online First Article service to approve your configuration.

Upon completing inspection of the OFA, Customer is also advised to order a sample review unit for inspection to approve their configuration ("Customer Review Unit"), and use the Customer Review Unit to inspect and approve that the Service(s) operate(s) as designed and required by Customer. In the event Customer elects not to order a Customer Review Unit, any mismatched application versions, device manager conflicts, or other performance issues with your Services, will likely be replicated on all Supported Products shipped to you by Dell. Dell continued provision of the Services and/or processing of your volume orders in accordance with the terms of this Service Description, any relevant master services agreement or Dell purchase order, shall be deemed to release Dell from any liability or responsibility for any issues which would have been reasonably prevented by ordering and validating your Services on a Customer Review Unit.

Change Control. For additional work not specified in a Service(s) project or its respective Technical Specification document that has resulted from: (i) a requested change in the scope of a Service(s) project, (ii) an act or omission of the Customer; (iii) a change in law and/or applicable regulations; or (iv) a force majeure event, Dell will consider the additional work and provide details of any changes to timelines and cost based on the changes requested. Should Customer agree to the additional timeline and/or cost, they will confirm so in writing by providing consent in writing before Dell begins or (if already begun) continues to provide the additional services.



Dell Services Terms & Conditions

This Service Description is entered between you, the customer ("you" or "Customer"), and the Dell entity identified on your invoice for the purchase of this Service. This Service is provided subject to and governed by Customer's separate signed master services agreement with Dell that explicitly authorizes the sale of this Service. In the absence of such agreement, depending on Customer's location, this Service is provided subject to and governed by either Dell's Commercial Terms of Sale or the agreement referenced in the table below (as applicable, the "Agreement"). Please see the table below which lists the URL applicable to your Customer location where your Agreement can be located. The parties acknowledge having read and agree to be bound by such online terms.

Customer Location	Terms & Conditions Applicable to Your Purchase from Dell EMC Services	
	Customers Purchasing Dell EMC Services Directly From Dell	Customers Purchasing Dell EMC Services Through an Authorized Reseller
United States	www.dell.com/CTS	www.dell.com/CTS
Canada	www.dell.ca/terms (English) www.dell.ca/conditions (French-Canadian)	www.dell.ca/terms (English) www.dell.ca/conditions (French-Canadian)
Latin America & Caribbean Countries	Local www.dell.com country-specific website or www.dell.com/servicedescriptions/global .*	Local www.dell.com country-specific website or www.dell.com/servicedescriptions/global .*
Asia-Pacific-Japan	Local www.dell.com country-specific website or www.dell.com/servicedescriptions/global .*	Service Descriptions and other Dell service documents which you may receive from your seller shall not constitute an agreement between you and Dell but shall serve only to describe the content of Service you are purchasing from your seller, your obligations as a recipient of the Service and the boundaries and limitations of such Service. As a consequence hereof any reference to "Customer" in this Service Description and in any other Dell service document shall in this context be understood as a reference to you whereas any reference to Dell shall only be understood as a reference to Dell as a service provider providing the Service on behalf of your seller. You will not have a direct contractual relationship with Dell with regards to the Service described herein. For the avoidance of doubt any payment terms or other contractual terms which are by their nature solely relevant between a buyer and a seller directly shall not be applicable to you and will be as agreed between you and your seller.
Europe, Middle East & Africa (EMEA)	Local www.dell.com country-specific website or www.dell.com/servicedescriptions/global .* In addition, customers located in France, Germany and the UK can select the applicable URL below: France: www.dell.fr/ConditionsGeneralesdeVente Germany: www.dell.de/Geschaeftsbedingungen UK: www.dell.co.uk/terms	Service Descriptions and other Dell service documents which you may receive from your seller shall not constitute an agreement between you and Dell but shall serve only to describe the content of Service you are purchasing from your seller, your obligations as a recipient of the Service and the boundaries and limitations of such Service. As a consequence hereof any reference to "Customer" in this Service Description and in any other Dell service document shall in this context be understood as a reference to you whereas any reference to Dell shall only be understood as a reference to Dell as a service provider providing the Service on behalf of your seller. You will not have a direct contractual relationship with Dell with regards to the Service described herein. For the avoidance of doubt any payment terms or other contractual terms which are by their nature solely relevant between a buyer and a seller directly shall not be applicable to you and will be as agreed between you and your seller.

* Customers may access their local www.dell.com website by simply accessing www.dell.com from a computer connected to the Internet within their locality or by choosing among the options at Dell's "Choose a Region/Country" website available at <http://www.dell.com/content/public/choosecountry.aspx?c=us&l=en&s=qen>.

Customer further agrees that by renewing, modifying, extending or continuing to utilize the Service beyond the initial term, the Service will be subject to the then-current Service Description available for review at www.dell.com/servicedescriptions/global.

To the extent that any terms of this Service Description conflict with any terms of the Agreement, the terms of this Service Description will prevail, but only to the extent of the specific conflict, and will not be read or deemed to replace any other terms in the Agreement which are not specifically contradicted by this Service Description.



By placing your order for the Service(s), receiving delivery of the Service(s), utilizing the Service(s) or associated software or by clicking/checking the "I Agree" button or box or similar on the Dell.com website in connection with your purchase or within a Dell software or Internet interface, you agree to be bound by this Service Description and the agreements incorporated by reference herein. If you are entering this Service Description on behalf of a company or other legal entity, you represent that you have authority to bind such entity to this Service Description, in which case "you" or "Customer" shall refer to such entity. In addition to receiving this Service Description, Customers in certain countries may also be required to execute a signed Order Form.



Additional Terms & Conditions Applicable to Deployment & Installation-Related Products

1. Supported Products

This Service is available on supported products which includes select Dell Precision™, OptiPlex™, Dell XPS™ Notebooks and Dell Latitude™ systems, as indicated on your Order Form ("Supported Products"). Please contact your sales representative for the most up-to-date list of Services that are available on your Dell or non-Dell products.

Each Supported Product is tagged with a serial number (the "Service Tag"). A separate service agreement must be purchased by Customer for each Supported Product. Please refer to the Service Tag on your Supported Product when contacting Dell for this Service.

2. Important Additional Information

- A. Rescheduling or cancellation. ONCE THIS SERVICE HAS BEEN SCHEDULED, ANY CHANGES TO THE SCHEDULE MUST OCCUR AT LEAST EIGHT (8) CALENDAR DAYS PRIOR TO THE SCHEDULED DATE. IF CUSTOMER RESCHEDULES THIS SERVICE WITHIN SEVEN (7) DAYS OR LESS PRIOR TO THE SCHEDULED DATE, THERE MAY BE A RESCHEDULING FEE. CUSTOMER AGREES THAT ANY RESCHEDULING OF THE SERVICE WILL BE CONFIRMED AT LEAST EIGHT (8) DAYS PRIOR TO COMMENCEMENT OF THE SERVICE.
- B. Payment for hardware purchased with installation & deployment services. Unless otherwise agreed to in writing, payment for hardware shall in no case be contingent upon performance or delivery of installation or deployment services purchased with such hardware.
- C. Commercially Reasonable Limits to Scope of Service. Dell may refuse to provide Service if, in its opinion, providing the Service creates an unreasonable risk to Dell or Dell's Service providers or if any requested service is beyond the scope of Service. Dell is not liable for any failure or delay in performance due to any cause beyond its control, including Customer's failure to comply with its obligations under this Agreement. Service extends only to uses for which the Supported Product was designed.
- D. Optional Services. Optional services (including point-of-need support, installation, consulting, managed, professional, support or training services) may be available for purchase from Dell and will vary by Customer location. Optional services may require a separate agreement with Dell. In the absence of such agreement, optional services are provided pursuant to this Agreement.
- E. Assignment. Dell may assign this Service and/or Agreement to qualified third party service providers.
- F. Cancellation by Dell. Dell may cancel this Service at any time during the Term for any of the following reasons:
 - Customer fails to pay the total price for this Service in accordance with the invoice terms;
 - Customer is abusive, threatening, or refuses to cooperate with the assisting analyst or onsite technician; or
 - Customer fails to abide by all of the terms and conditions set forth in this Agreement.

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 local 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.

- G. Geographic Limitations and Relocation. This Service will be delivered to the site(s) indicated on the Customer's invoice. This Service is not available at all locations. Service options, including service levels, technical support hours, and onsite availability and response times will vary by geography and certain options may not be available for purchase in Customer's location, so please contact your sales representative for these details. Dell's obligation to supply the Services to relocated Supported Products is subject to various factors, including without limitations, local



Service availability, additional fees, and inspection and recertification of the relocated Supported Products at Dell's then-current time and materials consulting rates. Online First Article service is not available in all geographies. Asset Tagging and Asset Reporting are also available on select peripherals (e.g. monitors, printers, racks) within the Americas, Europe, Middle East, and Africa regions.

- H. Dell Partners. Dell may use affiliates and subcontractors to perform the Service(s). The Service(s) may be performed outside the country in which Customer and/or Dell is located. From time to time, Dell may change the location where Service(s) are performed and/or the party performing the Service(s); provided however, Dell shall remain responsible to Customer for the delivery of Service(s).
- I. Transfer of Service. Customer may not transfer Configuration Service or any rights conferred to Customer by this Service Description to a third party.
- J. Service expires 6 months after purchase. EXCEPT TO THE EXTENT APPLICABLE LAW REQUIRES OTHERWISE, AND FOR CUSTOMERS WHO PURCHASING TRAINING CREDITS WITH PROSUPPORT PLUS (SEE BELOW) YOU MAY USE THIS SERVICE ONE TIME DURING THE 6 MONTH PERIOD FOLLOWING THE DATE OF ORIGINAL PURCHASE ("EXPIRATION DATE"). THE ORIGINAL PURCHASE DATE IS DEFINED AS THE EARLIER OF THE DATE OF THE INVOICE FOR THE SERVICE OR ORDER CONFIRMATION FROM DELL. DELL'S DELIVERY OF THE SERVICE WILL BE DEEMED SATISFIED AFTER THE EXPIRATION DATE EVEN IF YOU DO NOT USE THE SERVICE.

If no Service Description or Offer Specification is shown below, please contact your local Dell Services Sales Representative to confirm the availability of this service in your country.



Attachment A

Basic Deployment Service

Ship Box Label

Service Overview

The Ship Box Label service ("Ship Box Label") provides a method for Customer to apply a printed tag with custom data to the system ship box. This service offers the Customer the ability to customize a Ship box label that best suits their specific requirements.

The customizable components of the Ship Box label are subject to change but may include the addition of proprietary content or system or customer order detail typically available from supporting Dell information systems (i.e., HDD size, RAM, Processor, model number, Customer PO number, ship date, asset number, service tag).

Service Procedures:

The process for each Custom Ship Box Label Service is as follows:

- Customer selects from available fields and layout option through TechDirect or works with an Engagement Manager to document and capture Customer's technical requirements in the Technical Specification document.
- Customer validates accuracy and verifies requirements by approving in TechDirect.

Customer Responsibilities:

Customer shall:

- Provide data for any proprietary Ship Box Label content
- Approve any design prior to submission to production

Service Requirements:

- Generate, print and/or apply label.
- Apply label to outside the box per Dell's specifications (system, peripherals, etc.). Different language(s) (International character set) may be required.
- All packaging labels will be installed in the same position on each package, regardless of size. The location is on top of the largest side. This is applicable globally, unless there are some in country/regional requirements that conflict otherwise.

Not Included With Ship Box Label Services:

- Any activities other than those specifically noted in this Service Attachment.

Asset Tagging

A label will be affixed to the computer on which is printed information about the computer such as service tag, model number, etc. The following asset tags will be available:



- Basic Warranty – fields included are: service tag, express service code, order number, Dell support contact information
- ProSupport – fields included are: service tag, express service code, order number, Dell ProSupport contact information
- ProSupport Plus – fields included are: service tag, express service code, order number, Dell ProSupport Plus contact information
- MAC Address – fields included are: service tag and MAC address
- System Information – fields included are: service tag, express service code, model, manufacture date, MAC address, processor speed, memory
- Order Details – fields included are: service tag, express service code, order number, manufacture date
- Configurable Tag – Tag with limited size and field options that can be specified by the customer
- Additional pre-configured tags may be available, your engagement manager can advise on availability.

BIOS Settings

BIOS Customization

BIOS Customization offer a convenient and efficient way for Customer to customize the Dell standard Basic Input/Output Settings ("BIOS") on new Supported Products as they are being manufactured.

Service Procedures & Dell Responsibilities

The process for each Deployment which includes BIOS Customization is as follows:

- Customer selects available BIOS settings through Tech Direct or works with an Engagement Manager to document and capture Customer's technical requirements in the Technical Specification document.
- Customer validates accuracy and verifies requirements by approving in Tech Direct.
- Dell develops scripts to enable factory setting of the BIOS customizations.
- BIOS customization process is tested during manufacturing process.

Customer Responsibilities

- Test and verify that the BIOS customizations requested operate according to Customer's requirements on the Supported Product. DELL WILL HAVE NO LIABILITY FOR LOSS OR RECOVERY OF DATA OR PROGRAMS RELATED TO THE CUSTOM BIOS SETTINGS.
- Provide any and all reasonable assistance Dell requests to obtain any export license required by Dell to perform the Service.

Service Requirements:

- Not all BIOS customization settings are available on all Supported Products. Customer should consult with the Engagement Manager or Dell Sales for particular setting capability by system type. Available BIOS settings by system type can also be reviewed in the Tech Direct Self-Service Portal.

Not Included With BIOS Settings Services:

- Provision or licensing of any third party software application.



- Physical installation of any hardware or software that is not related to the BIOS Customization Service
- Creation of custom BIOS settings outside of Dell's standard BIOS settings.
- Troubleshooting or technical support for Customer image with customized BIOS settings.
- Testing Customer-specific application or hardware for compatibility with the Customer's image and customized BIOS settings.
- Any activities other than those specifically noted in this Service Attachment.

Asset Reporting

The Standard Asset Report Service will generate a pre-defined report detailing system and order information.

This report will be provided once per day that systems are shipped to the Customer in Microsoft Excel spreadsheet (.XLS) format.

Reports will be delivered via email or can be downloaded from the TechDirect Self-Service Portal.

Fields included in the asset report are: account number, asset tag (as applicable), chassis description, chassis style, company name, computer name, CPU, shipping address 1, shipping address 2, shipping address 3, shipping city, shipping state, shipping zip, shipping country, customer name, customer number, Dell service tag, express service code, hard drive size, installed OS, MAC address 1, MAC address 2, MAC address 3, manufacture date, memory, model, order number, PO number, processor speed and ship by date.

Add On for Imaging Services

This Service (the "Imaging Service") allows for a Customer to provide to Dell a set of associated software applications and settings with their Operating System ("Image"). Dell will then load Customer's Image on to the Supported Product(s).

Customer will complete, validate and verify export compliance and image requirements, as applicable, by submitting Customer's specifications through Dell's Imaging specifications upload page on the Dell TechDirect Self-Service Portal, or through a Technical Specification document in certain locations if required by Dell. Customer will navigate on the TechDirect Self-Service Portal to the Dell Image specifications page where Customer must provide:

- Geographic Customer information; and
- Image requirements (e.g. OS details, license details, etc.)

After Customer has provided this information, Customer will access the file transfer application available via the Dell TechDirect Self-Service Portal to submit Customer's Image. Customer must capture the image in WIM file format using Microsoft's "Deployment Image Servicing and Management" tool (DISM.exe). DISM is available for download with Microsoft's Windows Assessment and Deployment Kit (Windows ADK). Alternatively, the customer may submit a GHO or GHS file format captured by Symantec Ghost or an ISO created with SCCM or MDT. Dell assumes the Image's size is smaller than 20 gigabytes, and Image sizes greater than 20 gigabytes may require additional or alternative services that are available for an additional fee.

To access certain features Customer may be required to create an Image using Dell ImageAssist. Dell will then load Customer's Image on to the Supported Product(s). Dell ImageAssist allows the customer to build a single cross-platform Image that works on Supported Products. Customer will access the



ImageAssist tool to capture Customer's Image. After capturing the Customer's Image in ImageAssist, Customer will upload the Image using the File Transfer Application available via the Dell TechDirect Self-Service Portal. Dell assumes the Image's size is smaller than 20 gigabytes, and Image sizes greater than 20 gigabytes may require additional or alternative services that are available for an additional fee.

Customer will ensure each Image contains all required drivers, and that there is no unsupported hardware within the Device Manager tool on the Supported Product, if applicable. Additionally, Customer will create, test and verify that the Image operates according to the Customer's needs on the Supported Products. Dell is not responsible for any issues arising from Customer's software or other image content, including, but not limited to, any mismatched application versions, Device Manager conflicts, or security problems that result after Dell performs the Imaging Service. Performance issues with your Imaging Service not addressed by Customer before the Imaging Service are performed (e.g. by testing and verification of the Image), may be replicated on all Supported Products shipped to you by Dell, and you release Dell from any liability or responsibility to re-image, repair, support or otherwise remediate any issues cause by failure to capture any such mismatched application versions, device manager conflicts, or other performance issues. Further, Dell is not responsible for any issues arising from the functionality of Customer's software in Customer's environment. Customer shall retain a copy of such Image.

CUSTOMER ACKNOWLEDGES AND AGREES THAT GIVEN THE NATURE OF THE IMAGING SERVICE, THE IMAGE UPLOADER TOOL AND, IF APPLICABLE THE IMAGEASSIST TOOL, USED TO PROVIDE THE IMAGING SERVICE, SUCH IMAGING TOOL IS PROVIDED "AS IS" AND DELL MAKES NO WARRANTIES REGARDING THE CUSTOMER'S IMAGE(S) OR COMPATIBILITY WITH ANY ENVIRONMENT. CUSTOMER IS RESPONSIBLE FOR ALL VALIDATION AND TESTING OF IMAGES. DELL DOES NOT ACCEPT LIABILITY FOR LOST CUSTOMER DATA, INCLUDING UPLOADED APPLICATIONS, FILES, IMAGES, AND OS SETTINGS WHICH COULD BE LOST IN THE TOOL. IT IS THE CUSTOMER'S RESPONSIBILITY TO BACKUP ANY DATA OR SOFTWARE BEFORE IT IS UPLOADED INTO THE TOOL, AND IT IS THE CUSTOMER'S RESPONSIBILITY TO SAVE THEIR IMAGE.

A delay in submission of Customer specifications, export compliance information or Image, as applicable, will result in a delay of Dell's ability to perform the Imaging Service and Customer's receipt of the Supported Products. Order is subject to cancellation if any of Customer's specifications, export compliance or Image (as applicable) are not received from Customer within the required timelines communicated by Dell.

ADDITIONAL CUSTOMER RESPONSIBILITIES FOR IMAGING SERVICES

- Provide Dell with access to and use of information, data, and internal resources as reasonably necessary to deliver the Imaging Service.
- Provide Dell with local administration rights necessary to perform the Imaging Service and ensure the domain login is enabled.
- Provide all logon IDs, passwords, domain specifications, and personal settings necessary to perform the Imaging Service for each end-user.
- In the event Dell encounters problems loading Customer-provided software, Customer will contact the proper help resources for that application to complete the installation.

If a Customer purchases Add-On Application Installation, Dell will assist Customer with installation of up to three (3) certain software applications or modify select operating system settings in connection with their installation of new Supported Dell Systems. Installation of applications will take place onsite, during the deployment of new assets.



Add On for Dell Provisioning Services

Provides Customer the ability to pre-load their system management files in the Dell factory to reduce deskside provisioning time.

Service Overview

Dell Provisioning, assists a Customer in configuring a clean Windows™ 10 OS with the third-party provisioning software agency and submission of the provisioning package needed for installing customer provided content through the Dell standard inline factory process. Third-party provisioning software provides the customer the ability to auto enroll assets via a method for exporting applications, updates and policies into a single provisioning package (PPKG) and the componentry needed for allowing the inline factory based provisioning process minimizing end user downtime and eliminating the need for a large amount of data traffic from the end user's location.

This offer will allow for systems to be shipped directly to the Customer end user and automatically enroll the unit into the Customer's third-party software tenant to provision the system in Customer's environment.

Dell's ProDeploy Services processes validate and test the Customer's provisioning package file and loads it within the manufacturing processes enabling Customer's content deployment be applied to Customer's Supported Dell Systems as they are being manufactured.

Service Procedures & Dell Responsibilities

The process for each ProDeploy Services order which includes Dell Provisioning is as follows:

Project Initiation

- Engagement Manager works with Customer to document and capture Customer's technical requirements in the Dell TechDirect Self-Service Portal.
- Customer validates accuracy and verifies requirements by approving in Dell TechDirect Self-Service Portal.
- Customer reviews, approves and returns Export Compliance Form to Dell certifying that the provisioning package submitted by Customer may be exported by Dell outside of the country where the provisioning package is submitted to Dell. Export Certification is required upon initial ProDeploy project set-up.
- Customer provides provisioning package to Dell. The provisioning package will be submitted to Dell via the Dell TechDirect Self-Service Portal File Transfer Application.

Project Development

- If applicable, ProDeploy Services engineer develops the ProDeploy project to enable factory loading of the Customer's provisioning package with their selected Windows 10 OS option (as stated above) and to set any other ProDeploy Services customizations requested by the Customer.



- Provisioning package is validated and tested within Dell manufacturing processes, ensuring that Customer's provisioning package will load properly during initial manufacturing system build.

Project Completion

- Manufacturing factory processes will ensure that Customer's provisioning package is installed as supplied to Dell.
- Project is released for fulfillment of orders.

Customer Responsibilities.

Prior to submitting each provisioning package to Dell, Customer shall:

- Retain a copy of such provisioning package and any Customer data or programs that was used in connection with the development and submission of the provisioning package. DELL WILL HAVE NO LIABILITY FOR LOSS OR RECOVERY OF DATA OR PROGRAMS ON ANY PROVISIONING PACKAGE OR ON ANY SUPPORTED HARDWARE PLATFORMS.
- Utilize the third-party provisioning console to create, test and verify that the provisioning package operates according to the Customer's needs on the supported hardware platform(s) that will be purchased. Dell is not responsible for the availability or performance of the third-party provisioning console, and separate terms from the publisher of the third-party provisioning software govern Customer's obligations and rights with respect to the third-party provisioning console.
- Ensure each provisioning package contains all required applications and policies
- Ensure that provisioning package does not contain Personally Identifiable Information.
- If applicable, complete, validate accuracy and verify requirements by approving and returning Technical Specification document to Dell.
- Ensure Customer possesses proper license from the applicable third-party provisioning software publisher to access and use the Services and the third-party provisioning console and software
- Ensure Licensing is in place for all software within the provisioning package
- Ensure console is configured to auto enroll systems
- Customer provides provisioning package to Dell. The provisioning package will be submitted to Dell by File Transfer Application.

Service Requirements:

- Provisioning package must be created using the third-party provisioning console. Other tools may not be utilized for this process.
- ProDeploy Dell Provisioning is available only for certain third-party operating systems as determined by Dell. Check with your Engagement Manager for capability on supported operating systems and versions.
- Provisioning package must be validated on supported hardware platforms for the configurations that will be purchased. If Customer does not have the specific supported



hardware platform/configuration, the Customer should purchase a development system to use when building and testing the applicable provisioning package.

Not Included With Dell Provisioning:

- Provision or licensing of any third-party software, operating systems or other elements contained in a provisioning package
- Physical installation of any hardware or software that is not related to Dell Provisioning.
- Creation of a provisioning package.
- Troubleshooting or technical support for provisioning package creation.
- Testing of customer-specific applications or hardware for compatibility with the provisioning package.
- Any activities other than those specifically set forth in this Service Attachment.

Attachment B

ProDeploy Service

Imaging

Static Imaging (the "Imaging Service") allows for a Customer to provide to Dell a set of associated software applications and settings with their Operating System ("Image"). Dell will then load Customer's Image on to the Supported Product(s).

Customer will complete, validate and verify export compliance and image requirements, as applicable, by submitting Customer's specifications through Dell's Imaging specifications upload page on the Dell TechDirect Self-Service Portal, or through a Technical Specification document in certain locations if required by Dell. Customer will navigate on the TechDirect Self-Service Portal to the Dell Image specifications page where Customer must provide:

- Geographic Customer information; and
- Image requirements (e.g. OS details, license details, etc.)

After Customer has provided this information, Customer will access the file transfer application available via the Dell TechDirect Self-Service Portal to submit Customer's Image. Customer must capture the image in WIM file format using Microsoft's "Deployment Image Servicing and Management" tool (DISM.exe). DISM is available for download with Microsoft's Windows Assessment and Deployment Kit (Windows ADK). Alternatively, the customer may submit a GHO or GHS file format captured by Symantec Ghost or an ISO created with SCCM or MDT. Dell assumes the Image's size is smaller than 20 gigabytes, and Image sizes greater than 20 gigabytes may require additional or alternative services that are available for an additional fee.

To access certain features Customer may be required to create an Image using Dell ImageAssist. Dell will then load Customer's Image on to the Supported Product(s). Dell ImageAssist allows the customer to build a single cross-platform Image that works on Supported Products. Customer will access the ImageAssist tool to capture Customer's Image. After capturing the Customer's Image in ImageAssist, Customer will upload the Image using the File Transfer Application available via the Dell TechDirect Self-Service Portal. Dell assumes the Image's size is smaller than 20 gigabytes, and Image sizes greater than 20 gigabytes may require additional or alternative services that are available for an additional fee.



Customer will ensure each Image contains all required drivers, and that there is no unsupported hardware within the Device Manager tool on the Supported Product, if applicable. Additionally, Customer will create, test and verify that the Image operates according to the Customer's needs on the Supported Products. Dell is not responsible for any issues arising from Customer's software or other image content, including, but not limited to, any mismatched application versions, Device Manager conflicts, or security problems that result after Dell performs the Imaging Service. Performance issues with your Imaging Service not addressed by Customer before the Imaging Service are performed (e.g. by testing and verification of the Image), may be replicated on all Supported Products shipped to you by Dell, and you release Dell from any liability or responsibility to re-image, repair, support or otherwise remediate any issues caused by failure to capture any such mismatched application versions, device manager conflicts, or other performance issues. Further, Dell is not responsible for any issues arising from the functionality of Customer's software in Customer's environment. Customer shall retain a copy of such Image.

CUSTOMER ACKNOWLEDGES AND AGREES THAT GIVEN THE NATURE OF THE IMAGING SERVICE, THE IMAGE UPLOADER TOOL AND, IF APPLICABLE THE IMAGEASSIST TOOL, USED TO PROVIDE THE IMAGING SERVICE, SUCH IMAGING TOOL IS PROVIDED "AS IS" AND DELL MAKES NO WARRANTIES REGARDING THE CUSTOMER'S IMAGE(S) OR COMPATIBILITY WITH ANY ENVIRONMENT. CUSTOMER IS RESPONSIBLE FOR ALL VALIDATION AND TESTING OF IMAGES. DELL DOES NOT ACCEPT LIABILITY FOR LOST CUSTOMER DATA, INCLUDING UPLOADED APPLICATIONS, FILES, IMAGES, AND OS SETTINGS WHICH COULD BE LOST IN THE TOOL. IT IS THE CUSTOMER'S RESPONSIBILITY TO BACKUP ANY DATA OR SOFTWARE BEFORE IT IS UPLOADED INTO THE TOOL, AND IT IS THE CUSTOMER'S RESPONSIBILITY TO SAVE THEIR IMAGE.

A delay in submission of Customer specifications, export compliance information or Image, as applicable, will result in a delay of Dell's ability to perform the Imaging Service and Customer's receipt of the Supported Products. Order is subject to cancellation if any of Customer's specifications, export compliance or Image (as applicable) are not received from Customer within the required timelines communicated by Dell.

ADDITIONAL CUSTOMER RESPONSIBILITIES FOR IMAGING SERVICE

- Provide Dell with access to and use of information, data, and internal resources as reasonably necessary to deliver the Imaging Service.
- Provide Dell with local administration rights necessary to perform the Imaging Service and ensure the domain login is enabled.
- Provide all logon IDs, passwords, domain specifications, and personal settings necessary to perform the Imaging Service for each end-user.
- In the event Dell encounters problems loading Customer-provided software, Customer will contact the proper help resources for that application to complete the installation.

Provisioning

Provides customers the ability to pre-load their system management files in the Dell factory to reduce deskside provisioning time.

Service Overview

Dell Provisioning, assists a Customer in configuring a clean Windows™ 10 OS with the third-party provisioning software agency and submission of the provisioning package needed for installing customer provided content through the Dell standard inline factory process. Third-party provisioning



software provides the customer the ability to auto enroll assets via a method for exporting applications, updates and policies into a single provisioning package (PPKG) and the componentry needed for allowing the inline factory based provisioning process minimizing end user downtime and eliminating the need for a large amount of data traffic from the end user's location.

This offer will allow for systems to be shipped directly to the Customer end user and automatically enroll the unit into the Customer's third-party software tenant to provision the system in Customer's environment.

Dell's ProDeploy processes validate and test the Customer's provisioning package file and loads it within the manufacturing processes enabling Customer's content deployment be applied to Customer's Supported Dell Systems as they are being manufactured.

Service Procedures & Dell Responsibilities

The process for each ProDeploy project which includes Provisioning is as follows:

Project Initiation

- ProDeploy Engagement Manager works with Customer to document and capture Customer's technical requirements in the Dell TechDirect Self-Service Portal.
- Customer validates accuracy and verifies requirements by approving the project in the Dell TechDirect Self-Service Portal.
- Customer reviews, approves and returns Export Compliance Form to Dell certifying that the provisioning package submitted by Customer may be exported by Dell outside of the country where the provisioning package is submitted to Dell. Export Certification is required upon initial ProDeploy project set-up.
- Customer provides provisioning package to Dell. The provisioning package will be submitted to Dell by File Transfer Application.

Project Development

- If applicable, ProDeploy engineer develops the ProDeploy project to enable factory loading of the Customer's provisioning package with their selected Windows 10 OS option (as stated above) and to set any other CS customizations requested by the Customer.
- Provisioning package is validated and tested within Dell manufacturing processes, ensuring that Customer's provisioning package will load properly during initial manufacturing system build.

Project Completion

- Manufacturing factory processes will ensure that Customer's provisioning package is installed as supplied to Dell.
- Project is released for fulfillment of orders.



Customer Responsibilities.

Prior to submitting each provisioning package to Dell, Customer shall:

- Retain a copy of such provisioning package and any Customer data or programs that was used in connection with the development and submission of the provisioning package. DELL WILL HAVE NO LIABILITY FOR LOSS OR RECOVERY OF DATA OR PROGRAMS ON ANY PROVISIONING PACKAGE OR ON ANY SUPPORTED HARDWARE PLATFORMS.
- Utilize the third-party provisioning console to create, test and verify that the provisioning package operates according to the Customer's needs on the supported hardware platform(s) that will be purchased. Dell is not responsible for the availability or performance of the third-party provisioning console, and separate terms from the publisher of the third-party provisioning software govern Customer's obligations and rights with respect to the third-party provisioning console.
- Ensure each provisioning package contains all required applications and policies
- Ensure that provisioning package does not contain Personally Identifiable Information.
- If applicable, complete, validate accuracy and verify requirements by approving the project in the Dell TechDirect Self-Service Portal.
- Ensure Customer possesses proper license from the applicable third-party provisioning software publisher to access and use the Services and the third-party provisioning console and software
- Ensure Licensing is in place for all software within the provisioning package
- Ensure console is configured to auto enroll systems
- Customer provides provisioning package to Dell. The provisioning package will be submitted to Dell by File Transfer Application.

Service Requirements:

- Provisioning package must be created using the third-party provisioning console. Other tools may not be utilized for this process.
- Dell Provisioning for is available only for certain third-party operating systems as determined by Dell. Check with your Engagement Manager for capability on supported operating systems and versions.
- Provisioning package must be validated on supported hardware platforms for the configurations that will be purchased. If Customer does not have the specific supported hardware platform/configuration, the Customer should purchase a development system to use when building and testing the applicable provisioning package.

Not Included With Dell Provisioning:

- Provision or licensing of any third-party software, operating systems or other elements contained in a provisioning package
- Physical installation of any hardware or software that is not related to Configuration Service Provisioning.
- Creation of a provisioning package.
- Troubleshooting or technical support for provisioning package creation.



- Testing of customer-specific applications or hardware for compatibility with the provisioning package.
- Any activities other than those specifically set forth in this Service Attachment.

Onsite Installation

This service option provides for the onsite setup of a new Dell Supported Product and removal of an existing local computer (the "Onsite Installation Service" or "Onsite Installation Services") as set forth more specifically in this Service Description.

Site Survey

Dell will work with Customer to collect site and scheduling information for each of the Customers deployment sites and will provide all information necessary to ensure all critical detail specific to the site is provided to Dell prior to onsite services beginning. Dell will provide details to the Provider as part of the Deployment Plan.

Deployment Plan and Schedule

The deployment plan will include, if applicable:

- Site survey and readiness
- Deployment schedule
- Work instructions for configuring and installing the Supported Product(s) onsite.

The deployment schedule will be distributed by Customer to end-users prior to the scheduled installation of their Supported Product(s). Customer will promptly notify Dell of any conflicts in order to lock the schedule prior to the scheduled installation date.

Onsite Installation Service Features

Installation of Supported Product: CPU Devices (Desktops and Notebooks) & Monitor

- Unpack new Supported Product from shipping boxes and inspect components for any damage
- Move new equipment from central location to the end user desk site
- Organize Supported Product components and peripherals (e.g., keyboards, power supplies and mice) for deployment
- Plug Customer-provided, Customer-certified network patch cables into new Supported Product
- Plug all power cords into electrical sources
- Plug network patch cables into existing Customer-certified network jacks
- Boot the new Supported Product and verify network connection for Customer's network connected devices
- Perform basic domain join through Windows native interface
- Computers can be joined to the default Computers container within Active Directory upon request
- Log on to the new Supported Product using Customer-provided user ID and password
- If applicable, configure IP address
- Map network printers to each new Supported Product
- Connect and setup physically connected external peripherals to Supported Product or Supported Product's docking station. When required, Dell will load the drivers supplied by Customer and will print a test page or conduct an agreed upon simple test for functionality. As



as example, the connection of two monitors to a Supported Product or the docking station for that product.

De-installation of Legacy System (CPU & Monitors)

- Disconnect the hardware components, network cable, and power cord for the Customer's system being replaced by the Supported Product (the "Legacy System(s)")
- Place Legacy System components in boxes using packaging materials from the new Supported Products or other materials supplied by Customer
- Move the Legacy System to an onsite storage area designated by Customer in the deployment building
- Move all boxes, packaging materials and debris to a disposal area within the building where the deployment services are provided and properly clean the installation area so it is returned to its original condition

Service Requirements

In order to complete this service the following are required:

- All systems in an order will be scheduled together as part of a singular event. In general, orders of 10 or less being scheduled for the same time/same day
- Onsite Installation coverage is limited to locations which are easily accessible by vehicle and without use of special tools or equipment
- De-installation of the legacy requires the concurrent installation of a new client
- New Supported Products are to be located within the building in which they are to be installed

Excluded Services

- Data migration services
- Software installation or setup services
- Transport of systems between locations or any other type of logistic services
- Offsite removal and/or recycling of legacy units
- Will not join specific Organization Units within Active Directory, computers will be joined to the default Computers container
- Will not provide or run custom scripts to join domain
- Will not troubleshoot errors associated to the native Windows domain join process
- Will not set up or configure Active Directory
- Installation of more than 2 monitors.
- Installation of a monitor on a monitor arm, and/or of monitor arm
- Mounting hardware onto surfaces or peripheral devices requiring tools or multiple simultaneous technicians
- Any activities other than those specifically set forth in this Service Attachment



Customer responsibilities

It will be the Customer's responsibility to:

- Coordinate the scheduling of all necessary resources required for the Service
- Assign a site coordinator for each Customer site
- Provide requirements (e.g. address(es) and available installation times for the purpose of scheduling) and technical data needed for the Service via the Site Survey
- Ensure all necessary Customer resources are available for the duration of the onsite installation, including technical contacts
- Prepare all work areas and end-user desks for Onsite Installation prior to the scheduled start of Services including access to the systems, external peripherals, power, and network connectivity
- Prior to technicians arriving on-site, create domain account and computer objects (if required prior to joining PC to domain) within AD to enable the domain join prior to scheduled deployment date.
- Provide domain account credentials for use by onsite technician with rights necessary to join a computer to the default Computers container in Active Directory
- Provide access to Customer facilities and systems as needed to provide the Service, including, but not limited to, safe and adequate parking facilities, any necessary keys or badges.
- Provide a safe working environment and reasonable office accommodation
- Additionally for Onsite Installations occurring at a residential office must have an adult present at all times during the performance of the service
- Provide Services Site Acceptance upon Site completion
- Provide Dell with local administration rights necessary to perform the Service
- Customer provides access to the customer specific data migration tool installer located in TechDirect.
- Legacy system must be available and fully operational for any services to be performed on legacy system

Additional Terms and Conditions

- Customer caused delays which prevent the performing the Onsite Installation Service prior to or while the technician is onsite may be subject to additional charges
- For security reasons, Dell will not introduce USB/external media into the Customer's environment. If required for access to the data migration tool installer used by Dell, the Customer must provide USB/external media.

Add On for Application Installation

If a Customer purchases Add-On Application Installation, Dell will assist Customer with installation of up to three (3) certain software applications or modify select operating system settings in connection with their installation of new Supported Dell Systems. Installation of applications will take place onsite, during the deployment of new assets.

Project Initiation

If applicable, Dell will work with Customer to document and capture Customer's technical requirements through the TechDirect Self-Service Portal. If applicable, Customer validates accuracy and verifies requirements by reviewing and approving the specifications in the TechDirect Self-Service Portal.

Project Completion

Installation of client applications will occur via customer provided manual script, USB or CD/DVD

3 unsuccessful attempts to install the software using the customer's technical requirements



Customer responsibilities

It will be the Customer's responsibility to:

- Provide the script, USB or CD/DVD required to perform the application installation
- Create, test and verify that the software application and operating system settings operate according to the Customer's needs on the supported hardware platform(s) that will be purchased.
- If applicable, complete, validate accuracy and verify requirements by reviewing and approving using the TechDirect Self-Service Portal.
- All necessary licensing, adequate quantity of installation media and installation instructions will be provided to Dell technicians upon arrival.
- Customer has all necessary license and use rights for the software that is being installed – Dell will not confirm compliance
- Dell can leverage Customer's network to perform the Services if required for application installation
- Standard Ethernet 100MB T base switched subnets, and 5-10 MB/sec throughput at the desktop is available for application load.
- Desktops and laptops are attached to a local area network and have Internet access with Internet Explorer 5.0 or higher.
- Network infrastructure is stable across all Customer sites.

Service Limitations

Desktop/Notebook Operating System is Microsoft XP, Vista, Windows 7, or Window 8, Windows 10

Operating system is preloaded or already installed.

Dell shall not be held responsible for errors during the installation process and any errors encountered during the installation

Must be purchased in conjunction with ProDeploy or ProDeploy Plus

Applications must be delivered in conjunction with Onsite Installation services and any unused application installation cannot be credited, refunded or transferred.

Optional Add On for Installation Packaging Removal

If a Customer purchases Add-On Offsite Packaging Removal, Dell will remove packaging and material in addition to the removal of system(s) being replaced (the "Legacy Systems") and clean-up of deployment area. Service must be delivered in conjunction with Onsite Installation services



Attachment C

ProDeploy Plus Service

Connected Configuration

Service Overview

The Dell Connected Configuration service provides the ability to put an instance of Customer's system(s) management software inside of Dell facilities. Via a secure internet connection (the "Virtual Private Network" or "VPN") Customer gains direct access to a hosted environment in Dell's configuration centers where Customer can store and maintain Customer's systems management software virtual machine. Customer will also be able to complete configuration tasks that otherwise could only be performed once the Supported Product(s) (as defined below) are present on Customer's network after Dell ships them to Customer.

The Connected Configuration Service works together with other Services in this Service Description and may be implemented and/or configured using the VPN. The VPN will be offered as a gateway between customer environment and Dell / Supplier production environment. Customer may use the VPN to provide further customization of other System Center Configuration Manager options, including, but not limited to encryption and other security and access features, and role-based administration, active directory discovery and other network, database and security configurations. Customer shall defend, indemnify and hold Dell harmless on demand from, any claim or action arising out of any customer direction regarding the configuration of the Supported Products using the VPN and the Connected Configuration Service, and (a) the failure of Customer to obtain the appropriate license, intellectual property rights, or any other permissions, regulatory certifications or approvals associated with Third Party Products, as well as software or materials directed or requested by Customer to be installed or integrated as part of the Service(s), or (b) any inaccurate representations regarding the existence of an export license or any allegation made against Dell due to Customer's violation or alleged violation of applicable export laws, regulations, and orders. Customer hereby acknowledges and agrees that Dell is authorized to take all reasonable measures to protect the physical assets or any other aspect of the IT environment of Dell and/or any third parties that may be impacted by a security threat introduced by Customer into Dell's or such third parties' physical assets or IT environment(s).

Customer orders will be placed via the Dell Sales process and flow through the standard Dell manufacturing process. Additional Service(s) Customer selects will take place in the manufacturing process and are outside of the Connected Configuration Service.

Additional Provisions

The Service may be performed outside the country in which Customer and/or Dell is located. From time to time, Dell may change the location where Service are performed and/or the party performing the Service; provided however, Dell shall remain responsible to Customer for the delivery of Service. If any of the volumetric assumptions used by Dell and Customer to scope any Connected Configuration Service project are materially below actual requirements to complete performance of the Service (including, time on task, locations, service consumption, and/or configuration factors and excluding estimated hours or expenses), Dell may adjust the pricing to reflect such changes.

Customer acknowledges and agrees that Customer is the data controller and data exporter of any data contained in any physical drives or other components provided by Customer to Dell ("Customer Hardware"), system management software used by Customer in connection with the Services



("Customer Software") or Customer Content (defined below), as applicable, as data may be defined by each country including, but not limited to, the European Union (EU), and Dell is the data processor for Customer hereunder in its performance of the Services. Customer acknowledges and agrees that Customer is responsible for compliance with applicable data privacy laws in each country, and as the data controller and data exporter, and that Dell is responsible for compliance with applicable data privacy laws in each country as the data processor. For the purposes of Service(s) purchased in the EU, such compliance will be performed by Customer and Dell pursuant to the adoption of the EU model Clauses as set forth in the Customer's Agreement to purchase the Supported Product(s) and Service(s). Customer will indemnify Dell for breaches any of its obligations with respect to compliance with applicable data privacy laws in each country and for any failure to perform its obligations in accordance with the EU Model Clauses as set forth in the Customer's Agreement to purchase the Supported Product(s) and Service(s), and Dell shall not be obligated to provide the Service(s) or liable for any damages resulting from Customer's breach. Alternatively, Customer may incur additional fees and expenses for any resulting additional time or materials, loss or damage incurred by Dell or its providers. Customer will immediately notify Dell and work with Dell in good faith to resolve any related matter if there is any lapse, defect, deficiency or other problem in connection with incorporation of the EU Model Clauses into this Agreement.

Excluded Services

The following activities are excluded from the Service:

- Creation by Dell of any task sequence, image or any other Customer content ("Customer Content") on behalf of Customer;
- Support or maintenance for any Customer Hardware or Customer Software by Dell, provided, however, that any Customer Hardware that carries an active Dell support or maintenance contract will be serviced by Dell in accordance with the such active Dell support or maintenance contract;
- data migration services;
- the development of any intellectual property created solely and specifically for the Customer; and
- any other activity other than those specifically noted in this Service Description.

This Service Description does not confer on Customer any warranties which are in addition to the warranties provided under the terms of your master services agreement or Agreement, as applicable.

Connected Configuration Customer Responsibilities

The following Customer responsibilities are required to purchase and utilize the Service:

- Customer is responsible for all maintenance, security, management, monitoring and support of the Customer Software, and Customer agrees that a support or maintenance issue related to the Customer Software will excuse Dell of its obligation to perform the Service until such support or maintenance issue is resolved.
- Customer is responsible for managing the deployment process using this Service and ensuring that such deployment process can be completed within four (4) hours (assuming VPN connection speed of 5 MB per second).
- Customer will keep virtual machine and system deployment, driver and operating system updates current, and ensure that larger files are updated on their systems management environment hosted at Dell. Dell will work with customer as needed to provide maintenance windows and additional bandwidth for systems management environment content promotion, if required. Customer must leverage their hosted systems management environment for client



system deployments to minimize VPN network traffic and reduce system deployment processing times.

- In no event will Customer's third party maintenance contract entitle Customer or any third party to access Dell's facilities, either physically or virtually, without Dell's prior written acknowledgement and acceptance of such access.
- Provide technical contacts to work with Dell on connectivity setup and ongoing support.
- Customer's failure to provide any item or perform any task required by these Connected Configuration Customer Responsibilities may delay or inhibit Dell from performing the Service. Customer's changes to the deployment specifications during provisioning of the Service may delay or inhibit Dell's performance of the Service. If Customer intends to make changes to Customer's deployment specifications, Customer should contact Dell to limit disruption of the Service.



Data Migration

Service Overview

This service option provides for the onsite migration of up to 100 gigabytes (GB) of data, from an existing local computer, to a new Dell Supported Product (the "Data Migration Service" or "Data Migration Services") as set forth more specifically in this Service Description. This service is delivered during and in coordination with a new system installation process.

Data Migration Service Features

- Capture user data and settings from each of the Customer's system(s) being replaced by the Supported Product(s) (the "Legacy system") based on requirements defined during the site survey;
- Migrate data associated to domain user profiles to the new Supported Product(s)
- Data migration can be performed in various ways:
 - Directly from Legacy System to new Supported Product over a standard network cable
 - Directly from Legacy System to new Supported Product over the customer's network
 - From Legacy System to a customer-provided storage location (file share or USB/external drive), then from storage location to the new Supported Product
- Upon completion of migration the technician will confirm and/or report integrity of the migration

Service Requirements

- Data Migration services must be delivered in conjunction with Onsite Installation services
- Data Migration services will be performed by Dell using the data migration tool and the corresponding resources on the Dell TechDirect Self-Service Portal.
- Schedule of migration and installation services must be coordinated within the same project scope and, wherever possible, using the same onsite Dell personnel

Excluded Services

- Transferring more than 100 GB of data
- Data Migration using tools other than the tools Dell designates for the performance of the Service by Dell's personnel and the fulfillment of Customer's obligations
- User profiles for local accounts (not in a domain) will not be migrated.
- Migrating data for user accounts to alternate domains is not supported
- De-installation or re-installation of any existing products or software applications.
- Any recovery of data, including disaster recovery.
- Separate scheduling of migration and installation services.
- Transferring applications or scripting for application installations at the system.
- *The tool will not move / copy applications or software.*
- Any activities related to network infrastructure configuration or troubleshooting.
- Any activities other than those specifically noted in this description of the Data Migration service feature in this Attachment C.

Customer responsibilities

It will be the Customer's responsibility to:

- Configure Data Migration requirements using Dell's TechDirect Self-Service Portal
- Comply with the customer responsibilities of the Onsite Installation Service (Attachment B)
- If desired, provide an USB/external media for transferring data
- If requested by Dell, provide technician internal access to the data migration tool installer which is available from the Customer's project on Dell's TechDirect Self-Service Portal



- Dell's ability to deliver the Service to scope and schedule depends upon timely customer turnaround on critical decisions, essential information and approvals. Customer acknowledges a responsibility to respond in a timely manner to Dell requests for direction, information, approvals or decisions that are reasonably necessary for Dell to perform Service.
- Customer will ensure that communication between Customer and Dell, including any scope-related questions or requests. Customer shall provide a list of key contacts at project kick off to work with Dell. Key contacts will be responsible for communication and managing project deliverables with Dell.
- Customer will provide access to technical and business points of contact as required for matters related to the scope of Service. Key contacts will attend meetings and deliver timely decisions and information as necessary for Dell to perform Service.
- Any remediation required of the source storage array environment is the Customer responsibility, except for Dell supported storage platforms with valid support warranty (ies).
- Customer is responsible for any configuration of the source storage array, unless otherwise specified in this Service.
- Customer is responsible for bringing applications into a production state after offline migration.
- Customer is responsible for shutting down host/server applications prior to start of offline data migration.
- Legacy system must be available and fully operational for any services to be performed on legacy system

Additional Terms and Conditions

- Reasonable attempts will be made to transfer the Customer's data however if after several attempts and for reasons outside the technicians control, the transfer is deemed unfeasible, then the Service may not be performed
- For security reasons, Dell will not introduce USB/external media into the Customer's environment. If required (for either data migration or DMT installer), the Customer must provide USB/external media.
- Customer acknowledges and agrees that Customer is the data controller of any data contained in any Legacy System or elsewhere in Customer's environment that is directed by Customer to be included within the scope of this Service, as such data may be defined by each country including, but not limited to, the European Union (EU), and Dell is the data processor for Customer hereunder in its performance of the Services. Customer acknowledges and agrees that Customer is responsible for compliance with applicable data privacy laws in each country as the data controller and that Dell is responsible for compliance with applicable data privacy laws in each country as the data processor, pursuant to the adoption of the EU model Clauses as set forth in the Customer's Agreement to purchase the Supported Product(s) and Service(s). Customer will immediately notify Dell and work with Dell in good faith to resolve any related matter if Customer becomes aware of any lapse, defect, deficiency or other problem in connection with incorporation of the EU Model Clauses into this Agreement.



Data Sanitization Service

Service Overview

This service option provides Customers, Dell channel partners and Dell channel partner end-customers ("Data Sanitization Customer(s)"), the option to use a remote Data Sanitization Service via a centralized console associated with their account on the Dell TechDirect Self-Service Portal. For every new system ordered, each Data Sanitization Customer is eligible to have a corresponding functional system data wiped within 30 days of the installation. A system may be identified by a Dell Service tag or by a serial number on a non-Dell system. All drives in a system will be data wiped using methods aligned with NIST (National Institute of Standards) SP 800-88r1 guideline.

Dell partners who create and manage the remote Data Sanitization Service for their end customers will have the ability to coordinate that activity from their own TechDirect account. Their end customers may also have access as determined by read/write permissions the Dell partner configures for the end customer.

Service/Project Setup

Data Sanitization Customers who have purchased the ProDeploy for Client Plus offer and opted to utilize the remote Data Sanitization Service will have a Data Sanitization console view available to them in the Dell TechDirect Self-Service Portal. Data Sanitization Customers opting to utilize the service, will be asked to provide the total number of systems and the total number of hard drives to be wiped in all these systems. A Dell representative will configure the number of data wipe uses in the Data Sanitization Customer's TechDirect account.

A unique customer identifier will be generated and included in a configuration file with the data wipe agent software. These software files will be included in the Dell Migration Service and installed by the onsite technician(s) on each Data Sanitization Customer system that is to be data wiped. An active network connection must be present for the Data Sanitization Service to be executed. The data wipe agent software will self-install and a windows service will attempt to connect to the TechDirect Self-Service Portal. The unique identifier will be used by TechDirect to associate the system to the Data Sanitization Customer's console.

A network connection is required to initiate the service and for wipe pass / fail reporting to be available in the Data Sanitization Console within TechDirect. Interruptions in the network connection may result in information not to be reported back to TechDirect.

Initiating the Service

Systems that have established a network connection will appear in the Data Sanitization Customer's console as available to initiate a Data Sanitization Service on. The applicable Data Sanitization Customer will be able to initiate the data wipe software on a single system or a group of systems that are connected to the console. Systems ready to have the data wipe initiated will be reflected with a status of "Ready" in the data wipe console.

Once the data wipe has started and is running, the status will be reflected as "In Progress" on the console. Upon successful completion, the status on the console will display as "Complete" and an Erasure Report and Confirmation of Disposal will be generated on the console and available for the customer to download. If issues are encountered, the Data Sanitization Customer may initiate a retry or pursue other actions. These may include investigating power and networking connections or engaging Dell Support Services for assistance.

Project Completion

Once the system is wiped of data, the data wipe agent will automatically be removed from the system. Data Sanitization Customer may view summary report (success or fail) of a wipe attempt for each



system in the data wipe console in TechDirect as well as the total number of data wipe software uses remaining. The Data Sanitization Customer can view and download their data wipe certificate(s) in TechDirect. Data wipe certificate(s) will be maintained in TechDirect for continued access (view/download). The Data Sanitization Service must be used on systems within thirty (30) days of the new system installation.

Reporting

For each System hard drive on which data wipe is attempted, the TechDirect Self-Service Portal will provide a Data Destruction Summary report. This report will include manufacturer, model number, properly seated and functional hard drive(s) serial number(s); and status on whether the data wipe was successful ("PASS") or unsuccessful ("FAILED"). Failed drives will be reported to the Data Sanitization Customer indicating date/time and reason for the failure of the disk wipe (if known).

Dell will also provide a Certificate of Data Destruction identifying all System hard drive(s) successfully wiped ("PASS") by Dell during the data destruction process via the TechDirect Self-Service Portal.

Support for Data Sanitization Service

If Data Sanitization Customer experiences a failure of the Data Sanitization Service because of a technical problem related to the Data Sanitization software, the Data Sanitization Customer will be able to leverage the summary report or contact the Dell Support Services via the Data Sanitization console in TechDirect for assistance. Dell Support Services will engage internal specialists or software partner resources to further assist in support and troubleshooting as required.

If Data Sanitization Customer experiences a failure of the Data Sanitization Service due to inoperable hard drives or failed sectors, the Data Sanitization Customer may contact their Dell representative for Dell EMC Service offerings to physically destroy the failed drives (not available in all locations).

The Data Sanitization Customer may also contact their Engagement Manager should they have an issue with the setup or delivery of the service (for example, number of uses is not sufficient).

Data Sanitization Customer Requirements for Data Sanitization Service

System hardware and operating system must meet minimum requirements:

PC Operating Systems

- Windows XP with Service Pack 3 or later
- Windows Vista with Service Pack 1 or later
- Windows 7 with Service Pack 1 or later
- Windows 8 with Service Pack 1 or later
- Windows 10



Processors

- Intel – all x86, i3, i5 and i7 processors
- AMD - x86 compatible (examples – Am486, Am586, AMD K5, AMD K6/2/III, Athlon, APU (A, C, E and Z))
- .NET 2.0 needs to be installed on the target machine.

The Data Sanitization Customer will have or create an account in Dell TechDirect Self-Service Portal to utilize the Data Sanitization console to manage their Data Sanitization executions and communicate with their Dell Project Manager regarding service details, including:

- provide an indication as to their desire to utilize the Remote Data Sanitization Service when first configuring their ProDeploy for Client project;
- provider specific details regarding the specific number of systems and total number of hard drives to be data wiped;
- ensure the system is fully functional
- ensure system is on and remains connected to an active network connection;
- ensure system is plugged in to an appropriate power supply throughout the data wiping process; and
- ensure failed drives due to inoperable hardware or failed sections are retain for data security purposes.

Additional Terms and Conditions of the Data Sanitization Service

Data Sanitization Customer is an authorized user permitted to access the data wipe software used to perform the Data Sanitization Service, but is not a licensed end user by the publisher of the data wipe software. Data Sanitization Customer's access and use of the data wipe software will be limited to the specific process described in this Service Description for the set-up and initiation of any Data Sanitization Project(s) using the Dell TechDirect Self-Service Portal. If Data Sanitization Customer attempts to copy or otherwise access or use the data wipe software in any manner that does not conform to the use and access described in this Service Description, Data Sanitization Customer shall defend, indemnify and hold Dell harmless on demand from, any third-party claim or action arising out of Data Sanitization Customer's failure to obtain the appropriate license, intellectual property rights, or any other permissions, regulatory certifications or approvals associated with such non-conforming manner.

Data Sanitization Customer is solely responsible to confirm that the Supported Products are properly reflected and configured in the Dell TechDirect Self-Service Portal before the Data Sanitization Service is performed. Any misconfiguration of the Supported Products that was viewable by Data Sanitization Customer in the TechDirect Self-Service Portal is the Data Sanitization Customer's responsibility. It is the Data Sanitization Customer's responsibility to take appropriate alternative actions to institute data security measures (including, but not limited to, any compliance data security standard required by law) for any Supported Products that cannot be successfully wiped using the Data Sanitization Service. Data Sanitization Customer will indemnify, defend and hold Dell harmless from i) any claim related to a failure to properly confirm that the Supported Products are properly reflected and configured before the Data Sanitization Service is performed, and from ii) any claim related to a Supported Product that could not be successfully wiped using the Data Sanitization Service. If Customer breaches any of its obligations or warranties outlined in this Service Description, Dell shall not be obligated to provide the Services or liable for any damages resulting from Customer's breach. Alternatively, Customer may incur additional fees and expenses for any resulting additional time or materials, loss or damage incurred by Dell or its providers.

Several data encryption technologies have been verified as compatible with the Data Sanitization Service software, such as BitLocker and Dell Data Protection Encryption (DDPE). However, since not all data encryption technologies are the same, or if Customer's encryption technology blocks the execution of the Data Sanitization Service, then Dell will not be able to complete this Data Sanitization Service.





Training Credits

Training Credits For Dell Education Services

Customers who purchase the ProDeploy Plus Service for use with select Supported Products also receive Dell Education Services Training Credits (the "Training Credits"). Check your Order Form to confirm whether your purchase of the Service includes a ProDeploy Plus Training Credits SKU, and to determine how many Training Credits you receive with your purchase of the Service. Training Credits are a flexible way to purchase training courses offered by Dell Education Services, including Dell Certification training, dedicated training, onsite training or online courses. To review the list of courses available for purchase with Training Credits, please visit www.learndell.com. Your purchase of Training Credits can only be used for training provided by Dell Education Services. For example, Training Credits cannot be used for training on Dell Software products and services. Training Credits may only be redeemed in the country in which they are purchased.

The duration of the term during which you can use the Training Credits to purchase Dell Education Services training courses is twelve (12) months from the date of purchase of the Service by you. All training courses redeemed against the Training Credits must be scheduled and delivered prior to expiration of your applicable 12 month period from the date of purchase of the Service(s) on the Order Form, except to the extent applicable law requires otherwise. After you are issued your Training Credits, Dell will provide a monthly balance report of your Training Credits and a 90 day notice for any expiring Training Credits. If you have questions about the expiration of your Training Credits, contact Dell Education Services or your sales representative. Dell's obligations to provide Dell Education Services training to you in return for the Training Credits you were issued will be deemed satisfied after the 12 month period following the date of your purchase of the Service, even if you do not use the Training Credits to purchase any Dell Education Services training. If the Training Credits expire, you will not receive a refund for the unused Training Credits.

Redeemed Training Credits will be subject to the Education Services service descriptions located along with Dell Services Terms & Conditions

Post Deployment 30 Day Support

As part of the ProDeploy Plus Installation Service Dell provides 30 days of support to both the Customer and Provider:

- Customer will be able to engage a Dell support team (via phone, email or chat) and obtain assistance with certain administration, configuration, or installation support request for the Dell deployment solution they purchased.
- Dell will work with the Customer or Provider to provide remote diagnosis of the Customer's issue.
- For any problems with the deployment, Dell will then work with the Customer and/or Provider to develop and, if applicable assist in the implementation of a remediation plan.
- These services are in addition to any other warranties or support the customer may be entitled to receive. For more information on what other warranties might be available, please consult your Order Form.

