



The following documentation is an electronically-submitted vendor response to an advertised solicitation from the *West Virginia Purchasing Bulletin* within the Vendor Self-Service portal at ***wvOASIS.gov***. As part of the State of West Virginia's procurement process, and to maintain the transparency of the bid-opening process, this documentation submitted online is publicly posted by the West Virginia Purchasing Division at ***WVPurchasing.gov*** with any other vendor responses to this solicitation submitted to the Purchasing Division in hard copy format.



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Welcome, Lu Anne Cottrill

Procurement

Budgeting

Accounts Receivable

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Solicitation Response(SR)

Dept: 0212

ID: ESR0318160000000745

Ver.: 1

Function: New

Phase: Final

Modified by batch , 08/18/2016

Header

List View

General Information

Contact

Default Values

Discount

Document Information

Procurement Folder: 221835

Procurement Type: Central Master Agreement

Vendor ID: 000000223330

Legal Name: DELL MARKETING LP

Alias/DBA:

Total Bid: \$0.00

Response Date: 08/18/2016

Response Time: 13:26

SO Doc Code: CRFQ

SO Dept: 0212

SO Doc ID: SWC1700000001

Published Date: 8/5/16

Close Date: 8/18/16

Close Time: 13:30

Status: Closed

Solicitation Description: Addendum #2 - DESKTOPS, LAPTOPS, TABLETS AND

Total of Header Attachments: 0

Total of All Attachments: 0



Purchasing Division
2019 Washington Street East
Post Office Box 50130
Charleston, WV 25305-0130

State of West Virginia
Solicitation Response

Proc Folder : 221835

Solicitation Description : Addendum #2 - DESKTOPS, LAPTOPS, TABLETS AND ACCESSORIE

Proc Type : Central Master Agreement

Date issued	Solicitation Closes	Solicitation Response	Version
	2016-08-18 13:30:00	SR 0212 ESR08181600000000745	1

VENDOR

000000223330

DELL MARKETING LP

Solicitation Number: CRFQ 0212 SWC1700000001

Total Bid : \$0.00

Response Date: 2016-08-18

Response Time: 13:26:14

Comments:

FOR INFORMATION CONTACT THE BUYER

Stephanie L Gale
(304) 558-8801
stephanie.l.gale@wv.gov

Signature on File

FEIN #

DATE

All offers subject to all terms and conditions contained in this solicitation

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
1	E-CATALOG	0.00000	EA	\$10,216,011.97000	\$0.00

Comm Code	Manufacturer	Specification	Model #
43210000			

Extended Description :	E-CATALOG



Purchasing Division
2019 Washington Street East
Post Office Box 50130
Charleston, WV 25305-0130

State of West Virginia
Request for Quotation
21 — Info Technology

Proc Folder: 221835

Doc Description: OPEN-END FOR DESKTOPS, LAPTOPS, TABLETS AND ACCESSORIES

Proc Type: Central Master Agreement

Date Issued	Solicitation Closes	Solicitation No	Version
2016-07-25	2016-08-03 13:30:00	CRFQ 0212 SWC1700000001	1

BID RECEIVING LOCATION

BID CLERK

DEPARTMENT OF ADMINISTRATION

PURCHASING DIVISION

2019 WASHINGTON ST E

CHARLESTON

WV 25305

US

VENDOR

Vendor Name, Address and Telephone Number:

FOR INFORMATION CONTACT THE BUYER

Stephanie L Gale

(304) 558-8801

stephanie.l.gale@wv.gov

Signature X

Rebecca Whittaker

FEIN #

DATE

All offers subject to all terms and conditions contained in this solicitation

INVOICE TO		SHIP TO	
ALL STATE AGENCIES VARIOUS LOCATIONS AS INDICATED BY ORDER		STATE OF WEST VIRGINIA VARIOUS LOCATIONS AS INDICATED BY ORDER	
No City	WV99999	No City	WV 99999
US		US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
1	E-CATALOG	0.00000	EA		

Comm Code	Manufacturer	Specification	Model #
43210000			

Extended Description :
E-CATALOG

SCHEDULE OF EVENTS

Line	Event	Event Date
1	Technical Questions Due	2016-08-03

ADDENDUM ACKNOWLEDGEMENT FORM
SOLICITATION NO.: _____

Instructions: Please acknowledge receipt of all addenda issued with this solicitation by completing this addendum acknowledgment form. Check the box next to each addendum received and sign below. Failure to acknowledge addenda may result in bid disqualification.

Acknowledgment: I hereby acknowledge receipt of the following addenda and have made the necessary revisions to my proposal, plans and/or specification, etc.

Addendum Numbers Received:

(Check the box next to each addendum received)

<input type="checkbox"/> Addendum No. 1	<input type="checkbox"/> Addendum No. 6
<input type="checkbox"/> Addendum No. 2	<input type="checkbox"/> Addendum No. 7
<input type="checkbox"/> Addendum No. 3	<input type="checkbox"/> Addendum No. 8
<input type="checkbox"/> Addendum No. 4	<input type="checkbox"/> Addendum No. 9
<input type="checkbox"/> Addendum No. 5	<input type="checkbox"/> Addendum No. 10

I understand that failure to confirm the receipt of addenda may be cause for rejection of this bid. I further understand that any verbal representation made or assumed to be made during any oral discussion held between Vendor's representatives and any state personnel is not binding. Only the information issued in writing and added to the specifications by an official addendum is binding.

Company

Rebecca Whittaker

Authorized Signature

Date

NOTE: This addendum acknowledgment should be submitted with the bid to expedite document processing.
Revised 6/8/2012

INSTRUCTIONS TO VENDORS SUBMITTING BIDS

1. REVIEW DOCUMENTS THOROUGHLY: The attached documents contain a solicitation for bids. Please read these instructions and all documents attached in their entirety. These instructions provide critical information about requirements that if overlooked could lead to disqualification of a Vendor's bid. All bids must be submitted in accordance with the provisions contained in these instructions and the Solicitation. Failure to do so may result in disqualification of Vendor's bid.

2. MANDATORY TERMS: The Solicitation may contain mandatory provisions identified by the use of the words "must," "will," and "shall." Failure to comply with a mandatory term in the Solicitation will result in bid disqualification.

3. PREBID MEETING: The item identified below shall apply to this Solicitation.

☐ A pre-bid meeting will not be held prior to bid opening

☐ A **NON-MANDATORY PRE-BID** meeting will be held at the following place and time:

☐ A **MANDATORY PRE-BID** meeting will be held at the following place and time:

All Vendors submitting a bid must attend the mandatory pre-bid meeting. Failure to attend the mandatory pre-bid meeting shall result in disqualification of the Vendor's bid. No one person attending the pre-bid meeting may represent more than one Vendor.

An attendance sheet provided at the pre-bid meeting shall serve as the official document verifying attendance. The State will not accept any other form of proof or documentation to verify attendance. Any person attending the pre-bid meeting on behalf of a Vendor must list on the attendance sheet his or her name and the name of the Vendor he or she is representing.

Additionally, the person attending the pre-bid meeting should include the Vendor's E-Mail address, phone number, and Fax number on the attendance sheet. It is the Vendor's responsibility to locate the attendance sheet and provide the required information. Failure to complete the attendance sheet as required may result in disqualification of Vendor's bid.

All Vendors should arrive prior to the starting time for the pre-bid. Vendors who arrive after the starting time but prior to the end of the pre-bid will be permitted to sign in, but are charged with knowing all matters discussed at the pre-bid.

Questions submitted at least five business days prior to a scheduled pre-bid will be discussed at the pre-bid meeting if possible. Any discussions or answers to questions at the pre-bid meeting are preliminary in nature and are non-binding. Official and binding answers to questions will be published in a written addendum to the Solicitation prior to bid opening.

4. VENDOR QUESTION DEADLINE: Vendors may submit questions relating to this Solicitation to the Purchasing Division. Questions must be submitted in writing. All questions must be submitted on or before the date listed below and to the address listed below in order to be considered. A written response will be published in a Solicitation addendum if a response is possible and appropriate. Non-written discussions, conversations, or questions and answers regarding this Solicitation are preliminary in nature and are nonbinding.

Submitted e-mails should have solicitation number in the subject line.

Question Submission Deadline: August 3, 2016

Submit Questions to: Stephanie Gale

2019 Washington Street, East

Charleston, WV 25305

Fax: (304) 558-4115 (Vendors should not use this fax number for bid submission)

Email: Stephanie.L.Gale@wv.gov

5. VERBAL COMMUNICATION: Any verbal communication between the Vendor and any State personnel is not binding, including verbal communication at the mandatory pre-bid conference. Only information issued in writing and added to the Solicitation by an official written addendum by the Purchasing Division is binding.

6. BID SUBMISSION: All bids must be submitted electronically through wvOASIS or signed and delivered by the Vendor to the Purchasing Division at the address listed below on or before the date and time of the bid opening. Any bid received by the Purchasing Division staff is considered to be in the possession of the Purchasing Division and will not be returned for any reason. The Purchasing Division will not accept bids, modification of bids, or addendum acknowledgment forms via e-mail. Acceptable delivery methods include electronic submission via wvOASIS, hand delivery, delivery by courier, or facsimile.

The bid delivery address is:
Department of Administration, Purchasing Division
2019 Washington Street East
Charleston, WV 25305-0130

A bid that is not submitted electronically through wvOASIS should contain the information listed below on the face of the envelope or the bid may be rejected by the Purchasing Division.:

SEALED BID:
BUYER:
SOLICITATION NO.:
BID OPENING DATE:
BID OPENING TIME:
FAX NUMBER:

The Purchasing Division may prohibit the submission of bids electronically through wvOASIS at its sole discretion. Such a prohibition will be contained and communicated in the wvOASIS system resulting in the Vendor's inability to submit bids through wvOASIS. Submission of a response to an Expression of Interest or Request for Proposal is not permitted in wvOASIS.

For Request For Proposal ("RFP") Responses Only: In the event that Vendor is responding to a request for proposal, the Vendor shall submit one original technical and one original cost proposal plus _____ convenience copies of each to the Purchasing Division at the address shown above. Additionally, the Vendor should identify the bid type as either a technical or cost proposal on the face of each bid envelope submitted in response to a request for proposal as follows:

BID TYPE: (This only applies to CRFP)

- ☐ Technical
☐ Cost

7. BID OPENING: Bids submitted in response to this Solicitation will be opened at the location identified below on the date and time listed below. Delivery of a bid after the bid opening date and time will result in bid disqualification. For purposes of this Solicitation, a bid is considered delivered when confirmation of delivery is provided by wvOASIS (in the case of electronic submission) or when the bid is time stamped by the official Purchasing Division time clock (in the case of hand delivery).

Bid Opening Date and Time: August 11, 2016 @ 1:30pm

Bid Opening Location: Department of Administration, Purchasing Division
2019 Washington Street East
Charleston, WV 25305-0130

8. ADDENDUM ACKNOWLEDGEMENT: Changes or revisions to this Solicitation will be made by an official written addendum issued by the Purchasing Division. Vendor should acknowledge receipt of all addenda issued with this Solicitation by completing an Addendum Acknowledgment Form, a copy of which is included herewith. Failure to acknowledge addenda may result in bid disqualification. The addendum acknowledgement should be submitted with the bid to expedite document processing.

9. BID FORMATTING: Vendor should type or electronically enter the information onto its bid to prevent errors in the evaluation. Failure to type or electronically enter the information may result in bid disqualification.

10. ALTERNATES: Any model, brand, or specification listed in this Solicitation establishes the acceptable level of quality only and is not intended to reflect a preference for, or in any way favor, a particular brand or vendor. Vendors may bid alternates to a listed model or brand provided that the alternate is at least equal to the model or brand and complies with the required specifications. The equality of any alternate being bid shall be determined by the State at its sole discretion. Any Vendor bidding an alternate model or brand should clearly identify the alternate items in its bid and should include manufacturer's specifications, industry literature, and/or any other relevant documentation demonstrating the equality of the alternate items. Failure to provide information for alternate items may be grounds for rejection of a Vendor's bid.

11. EXCEPTIONS AND CLARIFICATIONS: The Solicitation contains the specifications that shall form the basis of a contractual agreement. Vendor shall clearly mark any exceptions, clarifications, or other proposed modifications in its bid. Exceptions to, clarifications of, or modifications of a requirement or term and condition of the Solicitation may result in bid disqualification.

12. COMMUNICATION LIMITATIONS: In accordance with West Virginia Code of State Rules §148-1-6.6, communication with the State of West Virginia or any of its employees regarding this Solicitation during the solicitation, bid, evaluation or award periods, except through the Purchasing Division, is strictly prohibited without prior Purchasing Division approval. Purchasing Division approval for such communication is implied for all agency delegated and exempt purchases.

13. REGISTRATION: Prior to Contract award, the apparent successful Vendor must be properly registered with the West Virginia Purchasing Division and must have paid the \$125 fee, if applicable.

14. UNIT PRICE: Unit prices shall prevail in cases of a discrepancy in the Vendor's bid.

15. PREFERENCE: Vendor Preference may only be granted upon written request and only in accordance with the West Virginia Code § 5A-3-37 and the West Virginia Code of State Rules. A Vendor Preference Certificate form has been attached hereto to allow Vendor to apply for the preference. Vendor's failure to submit the Vendor Preference Certificate form with its bid will result in denial of Vendor Preference. Vendor Preference does not apply to construction projects.

16. SMALL, WOMEN-OWNED, OR MINORITY-OWNED BUSINESSES: For any solicitations publicly advertised for bid, in accordance with West Virginia Code §5A-3-37(a)(7) and W. Va. CSR § 148-22-9, any non-resident vendor certified as a small, women-owned, or minority-owned business under W. Va. CSR § 148-22-9 shall be provided the same preference made available to any resident vendor. Any non-resident small, women-owned, or minority-owned business must identify itself as such in writing, must submit that writing to the Purchasing Division with its bid, and must be properly certified under W. Va. CSR § 148-22-9 prior to contract award to receive the preferences made available to resident vendors. Preference for a non-resident small, women-owned, or minority owned business shall be applied in accordance with W. Va. CSR § 148-22-9.

17. WAIVER OF MINOR IRREGULARITIES: The Director reserves the right to waive minor irregularities in bids or specifications in accordance with West Virginia Code of State Rules § 148-1-4.6.

18. ELECTRONIC FILE ACCESS RESTRICTIONS: Vendor must ensure that its submission in wvOASIS can be accessed by the Purchasing Division staff immediately upon bid opening. The Purchasing Division will consider any file that cannot be immediately opened and/or viewed at the time of the bid opening (such as, encrypted files, password protected files, or incompatible files) to be blank or incomplete as context requires, and are therefore unacceptable. A vendor will not be permitted to unencrypt files, remove password protections, or resubmit documents after bid opening if those documents are required with the bid.

19. NON-RESPONSIBLE: The Purchasing Division Director reserves the right to reject the bid of any vendor as Non-Responsible in accordance with W. Va. Code of State Rules § 148-1-5.3, when the Director determines that the vendor submitting the bid does not have the capability to fully perform, or lacks the integrity and reliability to assure good-faith performance.”

20. ACCEPTANCE/REJECTION: The State may accept or reject any bid in whole, or in part in accordance with W. Va. Code of State Rules § 148-1-4.5. and § 148-1-6.4.b.”

21. YOUR SUBMISSION IS A PUBLIC DOCUMENT: Vendor’s entire response to the Solicitation and the resulting Contract are public documents. As public documents, they will be disclosed to the public following the bid/proposal opening or award of the contract, as required by the competitive bidding laws of West Virginia Code §§ 5A-3-1 et seq., 5-22-1 et seq., and 5G-1-1 et seq. and the Freedom of Information Act West Virginia Code §§ 29B-1-1 et seq.

DO NOT SUBMIT MATERIAL YOU CONSIDER TO BE CONFIDENTIAL, A TRADE SECRET, OR OTHERWISE NOT SUBJECT TO PUBLIC DISCLOSURE.

Submission of any bid, proposal, or other document to the Purchasing Division constitutes your explicit consent to the subsequent public disclosure of the bid, proposal, or document. The Purchasing Division will disclose any document labeled “confidential,” “proprietary,” “trade secret,” “private,” or labeled with any other claim against public disclosure of the documents, to include any “trade secrets” as defined by West Virginia Code § 47-22-1 et seq. All submissions are subject to public disclosure without notice.

GENERAL TERMS AND CONDITIONS:

- 1. CONTRACTUAL AGREEMENT:** Issuance of a Award Document signed by the Purchasing Division Director, or his designee, and approved as to form by the Attorney General's office constitutes acceptance of this Contract made by and between the State of West Virginia and the Vendor. Vendor's signature on its bid signifies Vendor's agreement to be bound by and accept the terms and conditions contained in this Contract.
- 2. DEFINITIONS:** As used in this Solicitation/Contract, the following terms shall have the meanings attributed to them below. Additional definitions may be found in the specifications included with this Solicitation/Contract.
- 2.1. "Agency" or "Agencies"** means the agency, board, commission, or other entity of the State of West Virginia that is identified on the first page of the Solicitation or any other public entity seeking to procure goods or services under this Contract.
- 2.2. "Bid" or "Proposal"** means the vendors submitted response to this solicitation.
- 2.3. "Contract"** means the binding agreement that is entered into between the State and the Vendor to provide the goods or services requested in the Solicitation.
- 2.4. "Director"** means the Director of the West Virginia Department of Administration, Purchasing Division.
- 2.5. "Purchasing Division"** means the West Virginia Department of Administration, Purchasing Division.
- 2.6. "Award Document"** means the document signed by the Agency and the Purchasing Division, and approved as to form by the Attorney General, that identifies the Vendor as the contract holder.
- 2.7. "Solicitation"** means the official notice of an opportunity to supply the State with goods or services that is published by the Purchasing Division.
- 2.8. "State"** means the State of West Virginia and/or any of its agencies, commissions, boards, etc. as context requires.
- 2.9. "Vendor" or "Vendors"** means any entity submitting a bid in response to the Solicitation, the entity that has been selected as the lowest responsible bidder, or the entity that has been awarded the Contract as context requires.

3. CONTRACT TERM; RENEWAL; EXTENSION: The term of this Contract shall be determined in accordance with the category that has been identified as applicable to this Contract below:

☒ **Term Contract**

Initial Contract Term: This Contract becomes effective on _____
upon award _____ and extends for a period of one (1) year(s).

Renewal Term: This Contract may be renewed upon the mutual written consent of the Agency, and the Vendor, with approval of the Purchasing Division and the Attorney General's office (Attorney General approval is as to form only). Any request for renewal should be submitted to the Purchasing Division thirty (30) days prior to the expiration date of the initial contract term or appropriate renewal term. A Contract renewal shall be in accordance with the terms and conditions of the original contract. Renewal of this Contract is limited to three (3) successive one (1) year periods or multiple renewal periods of less than one year, provided that the multiple renewal periods do not exceed thirty-six (36) months in total. Automatic renewal of this Contract is prohibited. Notwithstanding the foregoing, Purchasing Division approval is not required on agency delegated or exempt purchases. Attorney General approval may be required for vendor terms and conditions.

Delivery Order Limitations: In the event that this contract permits delivery orders, a delivery order may only be issued during the time this Contract is in effect. Any delivery order issued within one year of the expiration of this Contract shall be effective for one year from the date the delivery order is issued. No delivery order may be extended beyond one year after this Contract has expired.

☐ **Fixed Period Contract:** This Contract becomes effective upon Vendor's receipt of the notice to proceed and must be completed within _____ days.

☐ **Fixed Period Contract with Renewals:** This Contract becomes effective upon Vendor's receipt of the notice to proceed and part of the Contract more fully described in the attached specifications must be completed within _____ days.

Upon completion, the vendor agrees that maintenance, monitoring, or warranty services will be provided for one year thereafter with an additional _____ successive one year renewal periods or multiple renewal periods of less than one year provided that the multiple renewal periods do not exceed _____ months in total. Automatic renewal of this Contract is prohibited.

☐ **One Time Purchase:** The term of this Contract shall run from the issuance of the Award Document until all of the goods contracted for have been delivered, but in no event will this Contract extend for more than one fiscal year.

☐ **Other:** See attached.

4. NOTICE TO PROCEED: Vendor shall begin performance of this Contract immediately upon receiving notice to proceed unless otherwise instructed by the Agency. Unless otherwise specified, the fully executed Award Document will be considered notice to proceed.

5. QUANTITIES: The quantities required under this Contract shall be determined in accordance with the category that has been identified as applicable to this Contract below.

☒ **Open End Contract:** Quantities listed in this Solicitation are approximations only, based on estimates supplied by the Agency. It is understood and agreed that the Contract shall cover the quantities actually ordered for delivery during the term of the Contract, whether more or less than the quantities shown.

☐ **Service:** The scope of the service to be provided will be more clearly defined in the specifications included herewith.

☐ **Combined Service and Goods:** The scope of the service and deliverable goods to be provided will be more clearly defined in the specifications included herewith.

☐ **One Time Purchase:** This Contract is for the purchase of a set quantity of goods that are identified in the specifications included herewith. Once those items have been delivered, no additional goods may be procured under this Contract without an appropriate change order approved by the Vendor, Agency, Purchasing Division, and Attorney General's office.

6. EMERGENCY PURCHASES: The Purchasing Division Director may authorize the Agency to purchase goods or services in the open market that Vendor would otherwise provide under this Contract if those goods or services are for immediate or expedited delivery in an emergency. Emergencies shall include, but are not limited to, delays in transportation or an unanticipated increase in the volume of work. An emergency purchase in the open market, approved by the Purchasing Division Director, shall not constitute a breach of this Contract and shall not entitle the Vendor to any form of compensation or damages. This provision does not excuse the State from fulfilling its obligations under a One Time Purchase contract.

7. REQUIRED DOCUMENTS: All of the items checked below must be provided to the Purchasing Division by the Vendor as specified below.

☐ **BID BOND (Construction Only):** Pursuant to the requirements contained in W. Va. Code § 5-22-1(c), All Vendors submitting a bid on a construction project shall furnish a valid bid bond in the amount of five percent (5%) of the total amount of the bid protecting the State of West Virginia. The bid bond must be submitted with the bid.

☐ **PERFORMANCE BOND:** The apparent successful Vendor shall provide a performance bond in the amount of _____. The performance bond must be received by the Purchasing Division prior to Contract award. On construction contracts, the performance bond must be 100% of the Contract value.

☐ **LABOR/MATERIAL PAYMENT BOND:** The apparent successful Vendor shall provide a labor/material payment bond in the amount of 100% of the Contract value. The labor/material payment bond must be delivered to the Purchasing Division prior to Contract award.

In lieu of the Bid Bond, Performance Bond, and Labor/Material Payment Bond, the Vendor may provide certified checks, cashier's checks, or irrevocable letters of credit. Any certified check, cashier's check, or irrevocable letter of credit provided in lieu of a bond must be of the same amount and delivered on the same schedule as the bond it replaces. A letter of credit submitted in lieu of a performance and labor/material payment bond will only be allowed for projects under \$100,000. Personal or business checks are not acceptable.

☐ **MAINTENANCE BOND:** The apparent successful Vendor shall provide a two (2) year maintenance bond covering the roofing system. The maintenance bond must be issued and delivered to the Purchasing Division prior to Contract award.

☐ **INSURANCE:** The apparent successful Vendor shall furnish proof of the following insurance prior to Contract award and shall list the state as a certificate holder:

☐ **Commercial General Liability Insurance:** In the amount of _____ or more.

☐ **Builders Risk Insurance:** In an amount equal to 100% of the amount of the Contract.

☐

☐

☐

☐

☐

The apparent successful Vendor shall also furnish proof of any additional insurance requirements contained in the specifications prior to Contract award regardless of whether or not that insurance requirement is listed above.

☐ **LICENSE(S) / CERTIFICATIONS / PERMITS:** In addition to anything required under the Section entitled Licensing, of the General Terms and Conditions, the apparent successful Vendor shall furnish proof of the following licenses, certifications, and/or permits prior to Contract award, in a form acceptable to the Purchasing Division.

☐

☐

☐

☐

The apparent successful Vendor shall also furnish proof of any additional licenses or certifications contained in the specifications prior to Contract award regardless of whether or not that requirement is listed above.

8. WORKERS' COMPENSATION INSURANCE: The apparent successful Vendor shall comply with laws relating to workers compensation, shall maintain workers' compensation insurance when required, and shall furnish proof of workers' compensation insurance upon request.

9. LITIGATION BOND: The Director reserves the right to require any Vendor that files a protest of an award to submit a litigation bond in the amount equal to one percent of the lowest bid submitted or \$5,000, whichever is greater. The entire amount of the bond shall be forfeited if the hearing officer determines that the protest was filed for frivolous or improper purpose, including but not limited to, the purpose of harassing, causing unnecessary delay, or needless expense for the Agency. All litigation bonds shall be made payable to the Purchasing Division. In lieu of a bond, the protester may submit a cashier's check or certified check payable to the Purchasing Division. Cashier's or certified checks will be deposited with and held by the State Treasurer's office. If it is determined that the protest has not been filed for frivolous or improper purpose, the bond or deposit shall be returned in its entirety.

10. LIQUIDATED DAMAGES: Vendor shall pay liquidated damages in the amount of

for _____.
This clause shall in no way be considered exclusive and shall not limit the State or Agency's right to pursue any other available remedy.

11. ACCEPTANCE: Vendor's signature on its bid, or on the certification and signature page, constitutes an offer to the State that cannot be unilaterally withdrawn, signifies that the product or service proposed by vendor meets the mandatory requirements contained in the Solicitation for that product or service, unless otherwise indicated, and signifies acceptance of the terms and conditions contained in the Solicitation unless otherwise indicated.

12. PRICING: The pricing set forth herein is firm for the life of the Contract, unless specified elsewhere within this Solicitation/Contract by the State. A Vendor's inclusion of price adjustment provisions in its bid, without an express authorization from the State in the Solicitation to do so, may result in bid disqualification.

13. PAYMENT: Payment in advance is prohibited under this Contract. Payment may only be made after the delivery and acceptance of goods or services. The Vendor shall submit invoices, in arrears.

14. PURCHASING CARD ACCEPTANCE: The State of West Virginia currently utilizes a Purchasing Card program, administered under contract by a banking institution, to process payment for goods and services. The Vendor must accept the State of West Virginia's Purchasing Card for payment of all orders under this Contract unless the box below is checked.

☐ Vendor is not required to accept the State of West Virginia's Purchasing Card as payment for all goods and services.

15. TAXES: The Vendor shall pay any applicable sales, use, personal property or any other taxes arising out of this Contract and the transactions contemplated thereby. The State of West Virginia is exempt from federal and state taxes and will not pay or reimburse such taxes.

16. ADDITIONAL FEES: Vendor is not permitted to charge additional fees or assess additional charges that were not either expressly provided for in the solicitation published by the State of West Virginia or included in the unit price or lump sum bid amount that Vendor is required by the solicitation to provide. Including such fees or charges as notes to the solicitation may result in rejection of vendor's bid. Requesting such fees or charges be paid after the contract has been awarded may result in cancellation of the contract.

17. FUNDING: This Contract shall continue for the term stated herein, contingent upon funds being appropriated by the Legislature or otherwise being made available. In the event funds are not appropriated or otherwise made available, this Contract becomes void and of no effect beginning on July 1 of the fiscal year for which funding has not been appropriated or otherwise made available.

18. CANCELLATION: The Purchasing Division Director reserves the right to cancel this Contract immediately upon written notice to the vendor if the materials or workmanship supplied do not conform to the specifications contained in the Contract. The Purchasing Division Director may also cancel any purchase or Contract upon 30 days written notice to the Vendor in accordance with West Virginia Code of State Rules § 148-1-6.1.e.

19. TIME: Time is of the essence with regard to all matters of time and performance in this Contract.

20. APPLICABLE LAW: This Contract is governed by and interpreted under West Virginia law without giving effect to its choice of law principles. Any information provided in specification manuals, or any other source, verbal or written, which contradicts or violates the West Virginia Constitution, West Virginia Code or West Virginia Code of State Rules is void and of no effect.

21. COMPLIANCE: Vendor shall comply with all applicable federal, state, and local laws, regulations and ordinances. By submitting a bid, Vendor acknowledges that it has reviewed, understands, and will comply with all applicable laws, regulations, and ordinances.

22. ARBITRATION: Any references made to arbitration contained in this Contract, Vendor's bid, or in any American Institute of Architects documents pertaining to this Contract are hereby deleted, void, and of no effect.

23. MODIFICATIONS: This writing is the parties' final expression of intent. Notwithstanding anything contained in this Contract to the contrary no modification of this Contract shall be binding without mutual written consent of the Agency, and the Vendor, with approval of the Purchasing Division and the Attorney General's office (Attorney General approval is as to form only). Any change to existing contracts that adds work or changes contract cost, and were not included in the original contract, must be approved by the Purchasing Division and the Attorney General's Office (as to form) prior to the implementation of the change or commencement of work affected by the change.

24. WAIVER: The failure of either party to insist upon a strict performance of any of the terms or provision of this Contract, or to exercise any option, right, or remedy herein contained, shall not be construed as a waiver or a relinquishment for the future of such term, provision, option, right, or remedy, but the same shall continue in full force and effect. Any waiver must be expressly stated in writing and signed by the waiving party.

25. SUBSEQUENT FORMS: The terms and conditions contained in this Contract shall supersede any and all subsequent terms and conditions which may appear on any form documents submitted by Vendor to the Agency or Purchasing Division such as price lists, order forms, invoices, sales agreements, or maintenance agreements, and includes internet websites or other electronic documents. Acceptance or use of Vendor's forms does not constitute acceptance of the terms and conditions contained thereon.

26. ASSIGNMENT: Neither this Contract nor any monies due, or to become due hereunder, may be assigned by the Vendor without the express written consent of the Agency, the Purchasing Division, the Attorney General's office (as to form only), and any other government agency or office that may be required to approve such assignments. Notwithstanding the foregoing, Purchasing Division approval may or may not be required on certain agency delegated or exempt purchases.

27. WARRANTY: The Vendor expressly warrants that the goods and/or services covered by this Contract will: (a) conform to the specifications, drawings, samples, or other description furnished or specified by the Agency; (b) be merchantable and fit for the purpose intended; and (c) be free from defect in material and workmanship.

28. STATE EMPLOYEES: State employees are not permitted to utilize this Contract for personal use and the Vendor is prohibited from permitting or facilitating the same.

29. BANKRUPTCY: In the event the Vendor files for bankruptcy protection, the State of West Virginia may deem this Contract null and void, and terminate this Contract without notice.

30. PRIVACY, SECURITY, AND CONFIDENTIALITY: The Vendor agrees that it will not disclose to anyone, directly or indirectly, any such personally identifiable information or other confidential information gained from the Agency, unless the individual who is the subject of the information consents to the disclosure in writing or the disclosure is made pursuant to the Agency's policies, procedures, and rules. Vendor further agrees to comply with the Confidentiality Policies and Information Security Accountability Requirements, set forth in <http://www.state.wv.us/admin/purchase/privacy/default.html>.

31. YOUR SUBMISSION IS A PUBLIC DOCUMENT: Vendor's entire response to the Solicitation and the resulting Contract are public documents. As public documents, they will be disclosed to the public following the bid/proposal opening or award of the contract, as required by the competitive bidding laws of West Virginia Code §§ 5A-3-1 et seq., 5-22-1 et seq., and 5G-1-1 et seq. and the Freedom of Information Act West Virginia Code §§ 29B-1-1 et seq.

DO NOT SUBMIT MATERIAL YOU CONSIDER TO BE CONFIDENTIAL, A TRADE SECRET, OR OTHERWISE NOT SUBJECT TO PUBLIC DISCLOSURE.

Submission of any bid, proposal, or other document to the Purchasing Division constitutes your explicit consent to the subsequent public disclosure of the bid, proposal, or document. The Purchasing Division will disclose any document labeled "confidential," "proprietary," "trade secret," "private," or labeled with any other claim against public disclosure of the documents, to include any "trade secrets" as defined by West Virginia Code § 47-22-1 et seq. All submissions are subject to public disclosure without notice.

32. LICENSING: In accordance with West Virginia Code of State Rules § 148-1-6.1.e, Vendor must be licensed and in good standing in accordance with any and all state and local laws and requirements by any state or local agency of West Virginia, including, but not limited to, the West Virginia Secretary of State's Office, the West Virginia Tax Department, West Virginia Insurance Commission, or any other state agency or political subdivision. Upon request, the Vendor must provide all necessary releases to obtain information to enable the Purchasing Division Director or the Agency to verify that the Vendor is licensed and in good standing with the above entities.

33. ANTITRUST: In submitting a bid to, signing a contract with, or accepting a Award Document from any agency of the State of West Virginia, the Vendor agrees to convey, sell, assign, or transfer to the State of West Virginia all rights, title, and interest in and to all causes of action it may now or hereafter acquire under the antitrust laws of the United States and the State of West Virginia for price fixing and/or unreasonable restraints of trade relating to the particular commodities or services purchased or acquired by the State of West Virginia. Such assignment shall be made and become effective at the time the purchasing agency tenders the initial payment to Vendor.

34. VENDOR CERTIFICATIONS: By signing its bid or entering into this Contract, Vendor certifies (1) that its bid or offer was made without prior understanding, agreement, or connection with any corporation, firm, limited liability company, partnership, person or entity submitting a bid or offer for the same material, supplies, equipment or services; (2) that its bid or offer is in all respects fair and without collusion or fraud; (3) that this Contract is accepted or entered into without any prior understanding, agreement, or connection to any other entity that could be considered a violation of law; and (4) that it has reviewed this Solicitation in its entirety; understands the requirements, terms and conditions, and other information contained herein.

Vendor's signature on its bid or offer also affirms that neither it nor its representatives have any interest, nor shall acquire any interest, direct or indirect, which would compromise the performance of its services hereunder. Any such interests shall be promptly presented in detail to the Agency. The individual signing this bid or offer on behalf of Vendor certifies that he or she is authorized by the Vendor to execute this bid or offer or any documents related thereto on Vendor's behalf; that he or she is authorized to bind the Vendor in a contractual relationship; and that, to the best of his or her knowledge, the Vendor has properly registered with any State agency that may require registration.

35. VENDOR RELATIONSHIP: The relationship of the Vendor to the State shall be that of an independent contractor and no principal-agent relationship or employer-employee relationship is contemplated or created by this Contract. The Vendor as an independent contractor is solely liable for the acts and omissions of its employees and agents. Vendor shall be responsible for selecting, supervising, and compensating any and all individuals employed pursuant to the terms of this Solicitation and resulting contract. Neither the Vendor, nor any employees or subcontractors of the Vendor, shall be deemed to be employees of the State for any purpose whatsoever. Vendor shall be exclusively responsible for payment of employees and contractors for all wages and salaries, taxes, withholding payments, penalties, fees, fringe benefits, professional liability insurance premiums, contributions to insurance and pension, or other deferred compensation plans, including but not limited to, Workers' Compensation and Social Security obligations, licensing fees, etc. and the filing of all necessary documents, forms, and returns pertinent to all of the foregoing.

Vendor shall hold harmless the State, and shall provide the State and Agency with a defense against any and all claims including, but not limited to, the foregoing payments, withholdings, contributions, taxes, Social Security taxes, and employer income tax returns.

36. INDEMNIFICATION: The Vendor agrees to indemnify, defend, and hold harmless the State and the Agency, their officers, and employees from and against: (1) Any claims or losses for services rendered by any subcontractor, person, or firm performing or supplying services, materials, or supplies in connection with the performance of the Contract; (2) Any claims or losses resulting to any person or entity injured or damaged by the Vendor, its officers, employees, or subcontractors by the publication, translation, reproduction, delivery, performance, use, or disposition of any data used under the Contract in a manner not authorized by the Contract, or by Federal or State statutes or regulations; and (3) Any failure of the Vendor, its officers, employees, or subcontractors to observe State and Federal laws including, but not limited to, labor and wage and hour laws.

37. PURCHASING AFFIDAVIT: In accordance with West Virginia Code § 5A-3-10a, all Vendors are required to sign, notarize, and submit the Purchasing Affidavit stating that neither the Vendor nor a related party owe a debt to the State in excess of \$1,000. The affidavit must be submitted prior to award, but should be submitted with the Vendor's bid. A copy of the Purchasing Affidavit is included herewith.

38. ADDITIONAL AGENCY AND LOCAL GOVERNMENT USE: This Contract may be utilized by other agencies, spending units, and political subdivisions of the State of West Virginia; county, municipal, and other local government bodies; and school districts ("Other Government Entities"). Any extension of this Contract to the aforementioned Other Government Entities must be on the same prices, terms, and conditions as those offered and agreed to in this Contract, provided that such extension is in compliance with the applicable laws, rules, and ordinances of the Other Government Entity. If the Vendor does not wish to extend the prices, terms, and conditions of its bid and subsequent contract to the Other Government Entities, the Vendor must clearly indicate such refusal in its bid. A refusal to extend this Contract to the Other Government Entities shall not impact or influence the award of this Contract in any manner.

39. CONFLICT OF INTEREST: Vendor, its officers or members or employees, shall not presently have or acquire an interest, direct or indirect, which would conflict with or compromise the performance of its obligations hereunder. Vendor shall periodically inquire of its officers, members and employees to ensure that a conflict of interest does not arise. Any conflict of interest discovered shall be promptly presented in detail to the Agency.

40. REPORTS: Vendor shall provide the Agency and/or the Purchasing Division with the following reports identified by a checked box below:

☒ Such reports as the Agency and/or the Purchasing Division may request. Requested reports may include, but are not limited to, quantities purchased, agencies utilizing the contract, total contract expenditures by agency, etc.

☐ Quarterly reports detailing the total quantity of purchases in units and dollars, along with a listing of purchases by agency. Quarterly reports should be delivered to the Purchasing Division via email at purchasing.requisitions@wv.gov.

41. BACKGROUND CHECK: In accordance with W. Va. Code § 15-2D-3, the Director of the Division of Protective Services shall require any service provider whose employees are regularly employed on the grounds or in the buildings of the Capitol complex or who have access to sensitive or critical information to submit to a fingerprint-based state and federal background inquiry through the state repository. The service provider is responsible for any costs associated with the fingerprint-based state and federal background inquiry.

After the contract for such services has been approved, but before any such employees are permitted to be on the grounds or in the buildings of the Capitol complex or have access to sensitive or critical information, the service provider shall submit a list of all persons who will be physically present and working at the Capitol complex to the Director of the Division of Protective Services for purposes of verifying compliance with this provision. The State reserves the right to prohibit a service provider's employees from accessing sensitive or critical information or to be present at the Capitol complex based upon results addressed from a criminal background check.

Service providers should contact the West Virginia Division of Protective Services by phone at (304) 558-9911 for more information.

42. PREFERENCE FOR USE OF DOMESTIC STEEL PRODUCTS: Except when authorized by the Director of the Purchasing Division pursuant to W. Va. Code § 5A-3-56, no contractor may use or supply steel products for a State Contract Project other than those steel products made in the United States. A contractor who uses steel products in violation of this section may be subject to civil penalties pursuant to W. Va. Code § 5A-3-56. As used in this section:

- a. "State Contract Project" means any erection or construction of, or any addition to, alteration of or other improvement to any building or structure, including, but not limited to, roads or highways, or the installation of any heating or cooling or ventilating plants or other equipment, or the supply of and materials for such projects, pursuant to a contract with the State of West Virginia for which bids were solicited on or after June 6, 2001.
- b. "Steel Products" means products rolled, formed, shaped, drawn, extruded, forged, cast, fabricated or otherwise similarly processed, or processed by a combination of two or more or such operations, from steel made by the open heath, basic oxygen, electric furnace, Bessemer or other steel making process. The Purchasing Division Director may, in writing, authorize the use of foreign steel products if:
- c. The cost for each contract item used does not exceed one tenth of one percent (.1%) of the total contract cost or two thousand five hundred dollars (\$2,500.00), whichever is greater. For the purposes of this section, the cost is the value of the steel product as delivered to the project; or
- d. The Director of the Purchasing Division determines that specified steel materials are not produced in the United States in sufficient quantity or otherwise are not reasonably available to meet contract requirements.

43. PREFERENCE FOR USE OF DOMESTIC ALUMINUM, GLASS, AND STEEL: In Accordance with W. Va. Code § 5-19-1 et seq., and W. Va. CSR § 148-10-1 et seq., for every contract or subcontract, subject to the limitations contained herein, for the construction, reconstruction, alteration, repair, improvement or maintenance of public works or for the purchase of any item of machinery or equipment to be used at sites of public works, only domestic aluminum, glass or steel products shall be supplied unless the spending officer determines, in writing, after the receipt of offers or bids, (1) that the cost of domestic aluminum, glass or steel products is unreasonable or inconsistent with the public interest of the State of West Virginia, (2) that domestic aluminum, glass or steel products are not produced in sufficient quantities to meet the contract requirements, or (3) the available domestic aluminum, glass, or steel do not meet the contract specifications. This provision only applies to public works contracts awarded in an amount more than fifty thousand dollars (\$50,000) or public works contracts that require more than ten thousand pounds of steel products.

The cost of domestic aluminum, glass, or steel products may be unreasonable if the cost is more than twenty percent (20%) of the bid or offered price for foreign made aluminum, glass, or steel products. If the domestic aluminum, glass or steel products to be supplied or produced in a "substantial labor surplus area", as defined by the United States Department of Labor, the cost of domestic aluminum, glass, or steel products may be unreasonable if the cost is more than thirty percent (30%) of the bid or offered price for foreign made aluminum, glass, or steel products. This preference shall be applied to an item of machinery or equipment, as indicated above, when the item is a single unit of equipment or machinery manufactured primarily of aluminum, glass or steel, is part of a public works contract and has the sole purpose or of being a permanent part of a single public works project. This provision does not apply to equipment or machinery purchased by a spending unit for use by that spending unit and not as part of a single public works project.

All bids and offers including domestic aluminum, glass or steel products that exceed bid or offer prices including foreign aluminum, glass or steel products after application of the preferences provided in this provision may be reduced to a price equal to or lower than the lowest bid or offer price for foreign aluminum, glass or steel products plus the applicable preference. If the reduced bid or offer prices are made in writing and supersede the prior bid or offer prices, all bids or offers, including the reduced bid or offer prices, will be reevaluated in accordance with this rule.

DESIGNATED CONTACT: Vendor appoints the individual identified in this Section as the Contract Administrator and the initial point of contact for matters relating to this Contract.

(Name, Title)

(Printed Name and Title)

(Address)

(Phone Number) / (Fax Number)

(email address)

CERTIFICATION AND SIGNATURE: By signing below, or submitting documentation through wvOASIS, I certify that I have reviewed this Solicitation in its entirety; that I understand the requirements, terms and conditions, and other information contained herein; that this bid, offer or proposal constitutes an offer to the State that cannot be unilaterally withdrawn; that the product or service proposed meets the mandatory requirements contained in the Solicitation for that product or service, unless otherwise stated herein; that the Vendor accepts the terms and conditions contained in the Solicitation, unless otherwise stated herein; that I am submitting this bid, offer or proposal for review and consideration; that I am authorized by the vendor to execute and submit this bid, offer, or proposal, or any documents related thereto on vendor's behalf; that I am authorized to bind the vendor in a contractual relationship; and that to the best of my knowledge, the vendor has properly registered with any State agency that may require registration.

(Company)

Rebecca Whittaker

(Authorized Signature) (Representative Name, Title)

(Printed Name and Title of Authorized Representative)

(Date)

(Phone Number) (Fax Number)

Dell's Response to General Terms and Conditions

General Terms and Conditions	Dell Requested Language/Comments
1. Contractual Agreement	Dell requests the addition of the following to the last sentence in this section, "unless otherwise indicated in the Vendor's response to the Solicitation."
13. Payment	Payment shall be due net forty-five (45) days from date of invoice unless invoice states payment terms greater than thirty (45) days. Without waiving any other rights or remedies and without liability to State, may suspend any or all services or deliveries until all overdue amounts are paid in full.
14. Purchasing Card Acceptance	The State has the option of (1) paying with a procurement card, which will be charged upon shipment of product ordered, or (2) submitting a PO and paying subject to the payment procedures in section 13 of the Contract. Dell is open to further discussion and negotiation on this topic.
15. Taxes	Dell agrees if State provides a valid certificate of exemption or other proof of exemption.
25. Subsequent Forms	The use of any Dell Software (defined as any software, library, utility, tool, or other computer or program code, in object (binary) or source-code form as well as the related documentation provided by Dell to State) is subject to the terms of the End User License Agreement (A-EULA), attached hereto as Exhibit A and incorporated by reference fully herein. Products may be subject to separate product guides, operating manuals, or other documentation included with the packaging or presented to State during the installation or use of the products.



General Terms and Conditions	Dell Requested Language/Comments
27. Warranty	<p>Please replace with the following, "LIMITED WARRANTY: VENDOR'S WARRANTY TERMS FOR PRODUCTS SHALL BE PROVIDED AS INDICATED IN THE PRODUCT SCHEDULE OR THE SOFTWARE TERMS. VENDOR'S WARRANTIES FOR SERVICES SHALL BE PROVIDED IN THE SERVICES SCHEDULE. EXCEPT AS EXPRESSLY STATED BY VENDOR ELSEWHERE, AND TO THE MAXIMUM EXTENT PERMITTED BY LAW, VENDOR (INCLUDING VENDOR AFFILIATES, CONTRACTORS, AND AGENTS, AND EACH OF THEIR RESPECTIVE EMPLOYEES, DIRECTORS, AND OFFICERS), ON BEHALF OF ITSELF AND ITS SUPPLIERS AND LICENSORS MAKES NO EXPRESS OR IMPLIED WARRANTY WITH RESPECT TO ANY OF THE PRODUCTS OR SERVICES, INCLUDING BUT NOT LIMITED TO ANY WARRANTY (a) OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, PERFORMANCE, SUITABILITY, OR NON-INFRINGEMENT; (b) FOR ANY THIRD-PARTY PRODUCTS OR SERVICES; (c) FOR THE PERFORMANCE OF OR RESULTS TO BE OBTAINED FROM ANY PRODUCTS OR SERVICES; OR (d) THAT THE PRODUCTS OR SERVICES WILL OPERATE OR BE PROVIDED WITHOUT INTERRUPTION OR ERROR. PRODUCTS AND SERVICES ARE NOT FAULT-TOLERANT AND ARE NOT DESIGNED OR INTENDED FOR USE IN HAZARDOUS ENVIRONMENTS, REQUIRING FAIL-SAFE PERFORMANCE, SUCH AS ANY APPLICATION IN WHICH THE FAILURE OF THE PRODUCTS OR SERVICES COULD LEAD DIRECTLY TO DEATH, PERSONAL INJURY, OR SEVERE PHYSICAL OR PROPERTY DAMAGE (COLLECTIVELY, "HIGH-RISK ACTIVITIES"). WARRANTIES DO NOT COVER DAMAGE DUE TO EXTERNAL CAUSES, SUCH AS ACCIDENT, ABUSE, MISUSE, PROBLEMS WITH ELECTRICAL POWER, SERVICES NOT PERFORMED OR AUTHORIZED BY DELL (INCLUDING INSTALLATION OR DE-INSTALLATION), USAGE NOT IN ACCORDANCE WITH THE DOCUMENTATION, NORMAL WEAR AND TEAR, OR USE OF PARTS AND COMPONENTS NOT SUPPLIED OR INTENDED FOR USE WITH THE PRODUCTS OR HARDWARE SERVICES. ANY WARRANTY ON A THIRD-PARTY PRODUCT IS PROVIDED BY THE PUBLISHER, PROVIDER, OR ORIGINAL MANUFACTURER. ALL THIRD-PARTY PRODUCTS ARE PROVIDED BY DELL "AS IS."</p>
30. Privacy, Security and confidentiality	<p>Dell does not believe this section is applicable based on the products being offered. Dell request additional discussion prior to inclusion in the Contract.</p>
35. Vendor Relationship (last sentence)	<p>Dell proposes the following, "Vendor shall hold harmless the State, and shall provide the State and Agency with a defense against and all third party claims including, but not limited to, the foregoing payments, withholdings, contributions, taxes, social security taxes and employer income tax returns.</p>



General Terms and Conditions	Dell Requested Language/Comments
36. Indemnification	Dell proposes the following. "Vendor shall defend and indemnify the State against third party claims, including reasonable attorney's fees, for tangible property damage and bodily injury (including death) to the extent directly caused by Vendor's gross negligence or willful misconduct in the performance of its obligations under the Contract. The State will (a) promptly notify Vendor in writing of any such claim and grant Vendor sole control of the defense and resolution of such claim and (b) cooperate with Vendor, at Vendor's expense, in defending and resolving such claim."
Sections 42 and 43	Not applicable
Additional Terms - Dell respectfully request additional discussion around additional terms not included in the RFQ documents, prior to finalization of Contract:	<p>Trade Compliance: Vendor and State acknowledge that products (including software) sold or licensed under this Contract are subject to export control laws and regulations of the United States of America and other countries from which they were supplied and in which they are used and agree to abide by those laws and regulations. State acknowledges that State is responsible for obtaining any necessary licenses relating to the export of products.</p> <p>Indirect Damages: Vendor shall not be liable for indirect, consequential, special, punitive, incidental and other types of non-direct damages arising out of or in connection with this Contract.</p> <p>Define "Acceptance" by the state. Suggested language: An order shall be deemed "Accepted" by the state when a written ordering document or agreement under this Contract, such as a signed quotation, is executed by the parties, (b) an order is placed through the State's online ordering process, or (c) a State purchase order is accepted by Vendor. ALTERNATE LANGUAGE: An order shall be deemed "Accepted" by the state upon delivery.</p>



REQUEST FOR QUOTATION: IP16
STATEWIDE CONTRACT
COMPUTERS AND PERIPHERALS

SPECIFICATIONS

- 1. PURPOSE AND SCOPE:** The West Virginia Purchasing Division is soliciting bids on behalf of the West Virginia Office of Technology (WVOT) to establish an open-end statewide e-catalog contract for the purchase of computers and peripherals.

The purpose of this RFQ is to seek bids from interested original equipment manufacturers (OEM) capable of providing desktops, laptops, netbooks and tablet PCs (without integrated cellular service), as well as monitors. Equipment such as netbooks and tablets that have integrated cellular service will be procured from the applicable cellular phone contract vendor.

It is further the State's intent to have the successful bidder provide full support capability, as requested, including, but not limited to configuration, support and maintenance.

The State's intent is to contract with a single vendor enabling the State to standardize its desktop and mobile equipment base for the life of the contract.

- 2. DEFINITIONS:** The terms listed below shall have the meanings assigned to them below. Additional definitions can be found in section 2 of the General Terms and Conditions.
- 2.1 "Contract Item" or "Contract Items"** means the list of items identified in Section 3.1 below and on the Pricing Pages.
- 2.2 "Pricing Pages"** means the schedule of prices, estimated order quantity, and totals contained in wvOASIS or attached hereto as Exhibit A, and used to evaluate the solicitation responses.
- 2.3 "Solicitation"** means the official notice of an opportunity to supply the State with goods or services that is published by the Purchasing Division.
- 2.4 "ARO"** means after receipt of order.
- 2.5 "Refurbished reused or recycled"** means old or used computer equipment that has been restored to like-new working condition and/or appearance or computer devices that have been sent back to the factory to fix a flaw.
- 2.6 "Business class machines"** means computers that offer more features for professional work, such as fingerprint readers, remote desktop control software, and

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encryption tools. The professional operating system version that comes on business PCs is also more suited for workers than the home version.

- 2.7 **“Vendor”** means any entity submitting a bid in response to this solicitation, the entity that has been selected as the lowest responsible vendor, or the entity that has been awarded the Contract as context requires.
- 2.8 **“Manufacturer”** is the company who produces the equipment.
- 2.9 **“Contract”** is the binding agreement that is entered into between the State and the Vendor to provide the items requested in the solicitation.
- 2.10 **“Mandatory Requirements”** The terms “must”, “will”, “shall”, “minimum”, “maximum”, or “is/are required” identify a mandatory item or factor. Decisions regarding compliance with any mandatory requirements shall be at the sole discretion of the State. Failure on the part of the Vendor to meet any of the mandatory specifications shall result in the disqualification of the bid.
- 2.11 **“Agency”** is any entity seeking good/services under this Contract.
- 2.12 **“FOB”** stands for Free On Board which indicates that the Vendor will pay the shipping costs.
- 2.13 **“PCs”** may be considered as desktops, laptops, netbooks and tablets.
- 2.14 **“SATA”** or a Serial ATA, is a computer bus interface that connects host bus adaptors to mass storage devices such as hard disk drives, optical drives and solid-state drives.
- 2.15 **“TPM”** stands for Trusted Platform Module. It is a chip on the computer motherboard that enables tamper-resistant full-disk encryption without requiring extremely long passphrases.

3. GENERAL REQUIREMENTS:

- 3.1 **Contract Items and Mandatory Requirements:** Vendor shall provide Agency with the Contract Items listed below on an open-end and continuing basis. Contract Items must meet or exceed the mandatory requirements as shown below.
- 3.1.1.1 All platforms in the solicitation must be offered with the same operating system. Must ship with version Windows

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10 Professional or equal. Must not be open source product, and must be manufacturer's standard pre-installed operating system.

3.1.2 Standard PC

3.1.2.1 Chassis: Mid tower

3.1.2.2 Operating System: Windows 10 Professional, or equal

3.1.2.3 Processor: Intel Core i5 3.5GHz, or equal

3.1.2.4 RAM: 4GB DDR3 single DIMM

3.1.2.5 Hard drive: 500GB minimum 7200 RPM SATA

3.1.2.6 Keyboard: Standard USB

3.1.2.7 Mouse: Optical USB 2 button with scroll

3.1.2.8 Optical Drive: Multi DVD/RW

3.1.2.9 USB ports: USB 3.0, minimum of 4 back, 2 front, with a one USB 3.0 charging

3.1.2.10 Expansion Slots: PCI Express

3.1.2.11 Video: Dual monitor capability with one VGA port and one DVI port

3.1.2.12 Ethernet port: 10/100/1000 NIC Integrated

3.1.2.13 Trusted Platform Module: TPM chip

3.1.2.14 Warranty: Four year on-site; Minimum on-site/next day, to cover a minimum of hardware, keyboards, monitors or other issues with the internal components. Parts and labor for repairs included

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COMPUTERS AND PERIPHERALS

3.1.3 POWER PC

- 3.1.3.1 Chassis: Mid tower
- 3.1.3.2 Operating System: Windows 10 Professional, or equal
- 3.1.3.3 Processor: Intel Core i7 3.5 GHz, or equal
- 3.1.3.4 RAM: 8GB DDR3
- 3.1.3.5 Hard drive: minimum 256GB SSD Drive
- 3.1.3.6 Keyboard: Standard USB
- 3.1.3.7 Mouse: Optical USB 2 button with scroll
- 3.1.3.8 Optical Drive: Multi DVD/RW
- 3.1.3.9 USB ports: USB 3.0, minimum of 4 back, 2 front, with one USB 3.0 charging
- 3.1.2.10 Expansion Slots: PCI Express
- 3.1.2.11 Video: Dual display capable (one VGA, one DVI) with a minimum of 2GB dedicated video RAM
- 3.1.2.12 Ethernet port: 10/100/1000 NIC Integrated
- 3.1.2.13 Trusted Platform Module: TPM chip
- 3.1.2.14 Warranty: Four year on-site: Minimum on-site/next-day, to cover a minimum of hardware, keyboards, monitors or other issues with the internal components. Parts and labor for repairs included.

3.1.3 GIS/ENGINEERING CLASS PC

- 3.1.3.1 Chassis: Mid tower
- 3.1.3.2 Operating System: Windows 10 Professional, or equal

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- 3.1.3.3 Processor: Intel Core i7 3.5 GHz, or equal
- 3.1.3.4 RAM: 16GB
- 3.1.3.5 Hard Drive: Minimum 512GB SSD drive
- 3.1.3.6 Keyboard: Standard USB
- 3.1.3.7 Mouse: Optical USB 2 button with scroll
- 3.1.3.8 Optical Drive: Multi DVD/RW
- 3.1.3.9 USB ports: USB 3.0, minimum of 4 back, 2 front, with one USB 3.0 charging
- 3.1.3.10 Expansion Slots: PCI Express
- 3.1.3.11 Video: Dual display capable (one VGA, one DVI), with 2GB of dedicated Video RAM
- 3.1.3.12 Ethernet Port: 10/100/1000 NIC Integrated
- 3.1.3.13 Trusted Platform Module: TPM chip
- 3.1.3.14 Warranty: Four year on-site: Minimum on-site/next-day, to cover a minimum of hardware, keyboards, monitors or other issues with the internal components. Parts and labor for repairs included.

3.1.4 STANDARD LAPTOP

- 3.1.4.1 Operating System: Windows 10 Professional, or equal
- 3.1.4.2 Processor: Intel Core i5 3.5 GHz, or equal
- 3.1.4.3 Ram: 4GB DDR3 SDRAM (single DIMM)
- 3.1.4.4 Hard Drive: Minimum 320GB 7200 RPM SATA
- 3.1.4.5 Keyboard: Standard Integrated
- 3.1.4.6 Webcam: Integrated

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- 3.1.4.7 Optical Drive: Multi DVD/RW
- 3.1.4.8 USB Ports: 3 USB 3.0 total with at least one charging
- 3.1.4.9 Video: Standard integrated video, 15" display or larger
- 3.1.4.10 Battery: 6 cell 55 WHr Battery or equivalent
- 3.1.4.11 Ethernet Port: 10/100/1000 NIC Standard integrated
- 3.1.4.12 Wireless: 802.11 a/b/g/n I2 WLAN Card
- 3.1.4.13 Computrace or equal: Complete 4 years, Bios Enabled
- 3.1.4.14 Trusted Platform Module: TPM chip
- 3.1.4.15 Warranty: Four year on-site: Minimum on-site/next-day, to cover a minimum of hardware, keyboards, monitors or other issues with the internal components. Parts and labor for repairs included.
- 3.1.4.16 FIPS 201 compliant Smart Card Reader with PIV-I support

3.1.5 POWER LAPTOP

- 3.1.5.1 Operating System: Windows 10 Professional, or equal
- 3.1.5.2 Processor: Intel Core i7 3.5 GHz, or equal
- 3.1.5.3 RAM: 8GB DDR3 SDRAM (single DIMM)
- 3.1.5.4 Hard Drive: Minimum 256GB SSD
- 3.1.5.5 Keyboard: Standard Integrated
- 3.1.5.6 Webcam: Integrated
- 3.1.5.7 Optical Drive: Multi DVD/RW
- 3.1.5.8 USB Ports: 3 USB 3.0 total with at least one charging

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- 3.1.5.9 Video: Video card with minimum of 2GB of dedicated video Ram, 17" or better display
- 3.1.5.10 Battery: 9 cell 100 WHr battery or equivalent
- 3.1.5.11 Ethernet Port: 10/100/1000 NIC Standard integrated
- 3.1.5.12 Wireless: 802.11 a/b/g/n I2 WLAN Card
- 3.1.5.13 Computrace or equal: Complete 4 years, Bios Enabled
- 3.1.5.14 Trusted Platform Module: TPM chip
- 3.1.5.15 Warranty: Four year on-site: Minimum on-site/next-day, to cover a minimum of hardware, keyboards, monitors or other issues with the internal components. Parts and labor for repairs included.

3.1.4.16 FIPS 201 compliant Smart Card Reader with PIV-I support

3.1.6 TABLET PC

- 3.1.6.1 Operating System: Windows 10 Professional, or equal
- 3.1.6.2 Processor: Intel Core i5c, or equal
- 3.1.6.3 Ram: 8GB DDR3 SDRAM (single DIMM)
- 3.1.6.4 Hard Drive: Minimum 180GB SSD, solid state
- 3.1.6.5 Keyboard: Full Size, Backlit
- 3.1.6.6 Mouse: Digital Pen
- 3.1.6.7 Camera: 1 front facing
- 3.1.6.8 Screen Size: 10" Minimum
- 3.1.6.9 USB Ports: 2 Minimum USB 3.0 with at least one 3.0 charging
- 3.1.6.10 Video: Intel integrated or equivalent

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- 3.1.6.11 Battery: 6 cell 44 WHr Minimum
- 3.1.6.12 Ethernet Port: 10/100/1000 NIC Standard integrated
- 3.1.6.13 Wireless: 802.11 a/b/g/n I2 WLAN Card
- 3.1.6.14 Computrace or equal: Complete 4 years, Bios Enabled
- 3.1.6.15 Trusted Platform Module: TPM chip
- 3.1.6.16 Warranty: Four year on-site: Minimum on-site/next-day, to cover a minimum of hardware, keyboards, monitors or other issues with the internal components. Parts and labor for repairs included.
- 3.1.4.16 FIPS 201 compliant Smart Card Reader with PIV-I support

3.1.7 TABLET (True)

- 3.1.7.1 Operating System: Windows 10 Professional, or equal
- 3.1.7.2 Processor: Intel Core 1.6GHz quad core, or equal
- 3.1.7.3 RAM: 8 GB DDR3 SDRAM
- 3.1.7.4 Keyboard: Detachable
- 3.1.7.5 Hard Drive: Minimum 64GB SSD, solid state
- 3.1.7.6 USB ports: 2 Minimum USB 3.0
- 3.1.7.7 Screen Size: 10" Minimum
- 3.1.7.8 Video: Intel integrated or equivalent
- 3.1.7.9 Camera: 1 front facing and 1 rear facing
- 3.1.7.10 Audio: Speakers, Headphone Jack, and microphone
- 3.1.7.11 Battery: 2 cell 30WHr minimum
- 3.1.7.12 Wireless: Wi-Fi 802.11 a/b/g/n Bluetooth
- 3.1.7.13 Computrace or equal: Complete 4 years, Bios Enabled

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3.1.7.14 Trusted Platform Module: TPM chip

3.1.7.15 Warranty: Four year on-site: Minimum on-site/next-day, to cover a minimum of hardware, keyboards, monitors or other issues with the internal components. Parts and labor for repairs included.

3.1.8 MONITORS

LCD Monitors

3.1.8.1 21.5" LED Backlit LCD Monitor (no internal speakers; can add optional speaker bar). Monitor size to be determined diagonally per industry standards.

3.1.8.2 23" LED Backlit LCD Monitor (no internal speakers; can add optional speaker bar). Monitor size to be determined diagonally per industry standards.

3.1.8.3 LCD Speaker Bar (attaches to the monitor's front bezel; adds stereo speakers and external headphone jack)

3.1.8.4 19" 1280x1024 VGA 15-pin mini D-sub/DVI-D (no speakers)

3.1.8.5 19" 1440x900 VGA 15-pin mini D-sub/DVI-D (integrated speakers)

3.1.8.6 20" S_IPS LED or better Monitor (no speakers)

3.1.8.7 24" S-IPS LED or better Monitor (no speakers)

3.1.8.8 21.5" S-IPS LED or better Monitor (no speakers)

3.1.8.9 24" Color critical LCD monitor

3.1.9 OPTIONAL COMPONENTS AND SERVICES

3.1.9.1 4GB Memory (single), Minimum DDR3

3.1.9.2 8GB Memory (single), Minimum DDR3

3.1.9.3 External Enhanced Keyboard (USB)

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- 3.1.9.4 External 2-button mouse w/scroll (USB)
- 3.1.9.5 Nylon carrying case, Minimum depth of 13 inches, minimum height of 3 inches, minimum weight 1.68 pounds, minimum width of 15.3 inches
- 3.1.9.6 Leather carrying case, Minimum depth of 5.3 inches, minimum height of 13.3 inches, minimum weight of 34.92 ounces, minimum width of 18.3 inches
- 3.1.9.7 Tablet case
- 3.1.9.8 Tablet Stylus
- 3.1.9.9 Nylon Backpack, Must have a large storage pocket, must accommodate a minimum of 16 inch laptop
- 3.1.9.10 Extended life battery for each laptop model, 9-cell 100 WHR minimum
- 3.1.9.11 Full Docking Station for each laptop model (dual display ready VGA capability, 4 USB ports minimum, at least 1 USB 3.0 port charging with AC Adapter)
- 3.1.9.12 Slim Docking Station for tablets (ready VGA capability, 4 USB ports minimum, at least 1 USB 3.0 port charging, with AC adaptor)
- 3.1.9.13 Computrace or equal complete 4 years for each desktop model
- 3.1.9.14 External Speakers
- 3.1.9.15 Accidental Damage coverage for all mobile equipment, minimum coverage, to cover everything that the standard four year warranty does not cover.
- 3.1.9.16 Equipment Tagging, if requested, the vendor must tag the equipment for inventory purposes with an avery label, or equal with make, model, serial number, and date of purchase. The agency will provide the vendor with a starting number and the order will be listed with that series of numbers depending on number ordered.
- 3.1.9.17 USB to serial port adapter 512 SSD 2.5"
USB FIPS 201 compliant Smart Card reader that supports PIV-I

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3.1.10 Miscellaneous Mandatory Requirements

- 3.1.10.1** All computing equipment offered in the Vendor's response must be OEM, products. These specifications represent the current needs of the State. Vendors must provide detailed specification sheets for all requested products. Vendor's bid cannot be evaluated until specification sheets are provided. It is preferred that specification sheets be submitted with the bid. Vendors who fail to provide the required specification sheets if requested by the Purchasing Division by an established deadline may be disqualified. All equipment must be delivered to the State with new components only, not refurbished, used or recycled components. Shipping cost for returns must be paid by vendor.
- 3.1.10.2** All computers provided under this contract must be business-class machines.
- 3.1.10.3** Vendor must provide access (i.e., via an FTP site) to all OEM-provided original system disks associated with the proposed equipment, including, but not limited to, operating system software, drivers and any additional "add-ons" such as Adobe Acrobat.
- 3.1.10.4** Microsoft Windows 10 professional, or equal. Downgrade rights must be available when asked.
- 3.1.10.5** All systems must include a Trusted Platform Module (TPM).
- 3.1.10.6** Computrace, or equal Complete 4 Year license must be included with all mobile systems.
- 3.1.10.7** All hardware provided under this contract must be Energy Star 5.0 compliant.
- 3.1.10.8** All Desktops and Monitors must meet minimum Electronic Product Environmental Assessment Tool (EPEAT) Silver certification. The vendor must provide documentation proving level of certification. Vendor's bid cannot be evaluated until specification sheets are provided. The Vendor must be responsible for ensuring equipment meets the latest EPEAT registration requirements before it is delivered. It is preferred certification documentation be provided with the bid. Vendors who fail to provide required documentation when requested by the Purchasing Division by the established deadline shall be disqualified.

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- 3.1.10.9** Vendor must guarantee current model's availability through "end of life" cycle, with the understanding that if platform revisions take place, it is the State's option to accept or reject any proposed model replacements, as detailed below. At a minimum the vendor must stock spare parts for ALL proposed equipment, for the duration of the warranty period.
- 3.1.10.10** Vendor must have consistent hardware configurations. If the State procures 500 personal computers, all 500 computers must have the same components.
- 3.1.10.11** The successful Vendor must provide a life cycle map of the model upgrades planned or anticipated for the next twelve to eighteen months within thirty (30) days of contract award. This map path must be updated annually.
- 3.1.10.12** Vendor must inform the State in writing, sixty (60) days prior to replacement, of any platform revisions it intends to make. Written notification may be made by e-mail.
- 3.1.10.13** Vendor must provide the State with two (2) of all initial contract models and any proposed replacement models, free of charge, sixty (60) days in advance of discontinuance of current models. The State will use this time to test the equipment and images. The state will return this equipment upon expiration of the contract.
- 3.1.10.14** Vendor must guarantee that any replacement units meet, or exceed the current model's specifications, and are compatible and certified to operate with the State-provided image.
- 3.1.10.15** Any proposed replacement units must be of equivalent pricing (equal to, or less than) to initially bid units.
- 3.1.10.16** Current models must be available for purchase by the State, until the proposed replacement units have been approved by the Office of Technology, and are ready to be shipped. The current models must be available during the sixty-day term that the State requires for the evaluation of the proposed replacements.
- 3.1.10.17** If the computing equipment experiences "repeated failure" in the first year of ownership, the supplier must replace the failed equipment with new equipment of the same make and model or a model equal to or better than that which is currently provided under this contract. The

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State defines "repeated failure" to be, at a minimum, the following: three instances of parts failure with no more than two instances on the same part within one year after the machine is installed.

- 3.1.10.18** Vendor must identify by name and location the proposed primary account representative and immediate supervisor who shall be responsible for the performance of the contract. Such notification may be included in the bid response but must be provided within no less than five (5) business days from the date of contract award.
- 3.1.10.19** Orders must be shipped complete. Partial orders will not be accepted.
- 3.1.10.20** Orders must be delivered inside agency building/room.
- 3.1.10.21** Vendor must guarantee a maximum of sixteen (16) business days or less for delivery (ARO).
- 3.1.10.22** Vendor must have special handling procedures associated with an emergency order, with an abbreviated delivery time from that listed in **3.1.10.21**. Vendor must guarantee that emergency order deliveries will be made within five (5) business days (ARO).
- 3.1.10.23** Vendor must provide immediate replacement equipment for any new machines which do not function properly out of the box at no cost to the Agency.
- 3.1.10.24** All orders placed against this contract must be FOB Destination, regardless of the delivery site location within the state. The agency must specify at the time of the order whether in-side delivery is required.
- 3.1.10.25** All orders placed against this contract must be signed for, by agency representatives, and delivered to agency-specified locations.
- 3.1.10.26** The successful vendor must provide customer support via toll free number Monday-Friday 8:00 AM to 5:00 PM EST to resolve billing and shipping issues. Billing issues shall be resolved within five (5) business days.
- 3.1.10.27** Vendor must provide dedicated representatives in both sales and technical support, offering toll-free access and e-mail contact references.
- 3.1.10.28** Vendor must provide direct, second level technical access 24x7x365 to support all equipment offered.
- 3.1.10.29** Vendor's warranty for PC's must be on-site and for a period of no less than four (4) years.

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- 3.1.10.30** Vendor must offer Next Business Day (NBD) delivery of replacement parts for all equipment.
- 3.1.10.31** The State prefers new, unused components for replacement parts, however, if refurbished parts are used, they must be “like new” and offer the same warranty as new parts.
- 3.1.10.32** Vendor must provide a parts and support website for access by State technical staff. The Vendor must also provide a toll free warranty support line for warranty part orders.
- 3.1.10.33** If the Vendor offers a self-maintenance program, they must make it available to the WVOT. The WVOT has the option to directly manage the warranty services of items procured under this agreement. The WVOT will incur no participation fees or training fees related to the self-maintenance program. The WVOT will be eligible to receive warranty reimbursements for any qualified repairs under this program. The WVOT could have as many as 90 field technicians throughout the State that would need to receive any Vendor required training/certification to qualify for the program, all at no cost to the WVOT.
- 3.1.10.34** To meet HIPAA requirements, the agency must have the ability to remove the hard drive so that no privacy-related information is shared.
- 3.1.10.35** The Vendor must offer certification training to the State’s technical staff so that the technicians can provide warranty services upon request by the State at no additional charge. Such training shall be provided within thirty (30) days of receipt of the written request from the State.
- 3.1.10.36** Vendor must provide the State of West Virginia Office of Technology and the Purchasing Division with a detailed, quarterly report in excel format indicating the State Agency, model, serial number(s), cost, and delivery location for all purchases made under the contract. The report shall also include a listing of all service calls associated with this agreement, including the location and nature of service required.
- 3.1.10.37** Vendor must offer as an optional component Accidental Insurance for mobile equipment. Minimum coverage must include coverage for everything that the standard four year warranty does not cover.
- 3.1.10.38** If requested, the Vendor must tag the equipment for inventory purposes using State-supplied tags.

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- 3.1.10.39** Although the majority of the machines ordered from this contract will be the standard configurations, the vendor must provide for optional components for machines allowing the agencies to upgrade memory and storage before shipment.
- 3.1.10.40** Some agencies require serial ports on their laptops in order to use certain components they need to do their jobs. The Vendor should include any equipment required to meet this requirement under optional equipment.
- 3.1.10.41** Vendor must agree to maintain and upgrade (keep pace with the advance of technology) the standard configurations for the life of the contract via change order.
- 3.1.10.42** The State reserves the right for agencies to purchase those items listed as "Optional" from this contract but agencies are not required to use this contract for these items. The State reserves the right to purchase those items listed as "Optional" from other sources outside the contract if the pricing for such item(s) is deemed unreasonable or not comparable with current market pricing.

4. CONTRACT AWARD:

4.1 Contract Award: The Contract is intended to provide Agencies with a purchase price on all Contract Items. The Contract shall be awarded to the Vendor that provides the Contract Items meeting the required specifications for the lowest overall total cost as shown on the Pricing Pages. The cost evaluation will include the PC configurations and optional items.

Renewal options for years 2, 3, and 4 will be initiated by the Agency, agreed to by the Vendor and processed by the West Virginia Purchasing Division as Change Orders for subsequent years.

4.2 Pricing Pages/E-Catalog:

4.2.1.1 Pricing Pages/E-Catalog Spreadsheet: Vendor should complete the Pricing Pages/E-Catalog Spreadsheet by providing the following information, per each Contract Item Bid. Vendor should not place formulas or any type of Excel calculations into the List Price column, only the actual bid price, per each Contract Item Bid.

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Column A – Vendor Customer Code should identify the Vendor's wvOasis vendor/customer number. If the Vendor does not know this number, please leave the column blank,

Column B – Supplier Part Number should identify the Supplier's part number.

Column C - Supplier Name should identify the name of the Vendor who is supplying the product/service.

Column D – Manufacturer Name should identify the Manufacturer of the product/service,

Column E – Manufacturer Part Number should identify the Manufacturer's part number for the product/service.

Column H – Extended Description Vendor should provide any additional description to the product/service. Specifically, for Rows 2 – 8, the component parts with part numbers must be listed. Please note field's character limit of 4000 bytes.

Column I – Estimated Quantities Vendor should note that these are estimates only. The estimated quantities do not guarantee any purchase. They have been provided so that vendor/s can provide their best price based on estimated volume.

Column K – List Price shall identify the Vendor's unit price per Contract Item bid.

Column L – Delivery Days should identify the number of days required for delivery. Vendor's bid will be evaluated by the Standard Laptop, Power Laptop, Standard PC, Power PC, GIS/Eng. Class PC, Tablet PC and Tablet (True).

- 4.2.2** Vendor should electronically enter the information into the Pricing Pages through wvOASIS, if available, or as an electronic document. In most cases, the Vendor can request an electronic copy of the Pricing Pages for bid purposes by sending an email request to the following address: Stephanie.l.gale@wv.gov

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- 4.2.3 Vendor should provide with their bid a copy of any Software Terms and Conditions or licenses that the State of West Virginia or the Agency will have to agree or accept as a part of this solicitation. Vendor will be required to provide before a Purchase Order is issued.
- 4.2.4 Vendor should include with their bid a copy of any and all Maintenance Terms and Conditions or Licenses that the State of West Virginia or the Agency will be required to agree or accept as a part of this solicitation. Vendor will be required to provide before a Purchase Order is issued.

5 ORDERING AND PAYMENT:

5.1 Ordering: Vendor shall accept orders through wvOASIS, regular mail, facsimile, e-mail, or any other written form of communication. Vendor may, but is not required to, accept on-line orders through a secure internet ordering portal/website. If Vendor has the ability to accept on-line orders, it should include in its response a brief description of how Agencies may utilize the on-line ordering system. Vendor shall ensure that its on-line ordering system is properly secured prior to processing Agency orders on-line.

5.2 Payment: Vendor shall accept payment in accordance with the payment procedures of the State of West Virginia.

6 DELIVERY AND RETURN:

6.1 Delivery Time: Vendor shall deliver standard orders within sixteen (16) working days after orders are received. Vendor shall deliver emergency orders within five (5) working days after orders are received. Vendor shall ship all orders in accordance with the above schedule and shall not hold orders until a minimum delivery quantity is met.

6.2 Late Delivery: The Agency placing the order under this Contract must be notified in writing if orders will be delayed for any reason. Any delay in delivery that could cause harm to an Agency will be grounds for cancellation of the delayed order, and/or obtaining the items ordered from a third party.

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6.2.1 Any Agency seeking to obtain items from a third party under this provision must first obtain approval of the Purchasing Division.

6.3 Delivery Payment/Risk of Loss: Standard order delivery shall be FOB destination to the Agency's location. Vendor shall include the cost of standard order delivery charges in its bid pricing/discount and is not permitted to charge the Agency separately for such delivery. The Agency will pay delivery charges on all emergency orders provided that Vendor invoices those delivery costs as a separate charge with the original freight bill attached to the invoice.

6.4 Return of Unacceptable Items: If the Agency deems the Contract Items to be unacceptable, the Contract Items shall be returned to Vendor at Vendor's expense and with no restocking charge. Vendor shall either make arrangements for the return within five (5) days of being notified that items are unacceptable, or permit the Agency to arrange for the return and reimburse Agency for delivery expenses. If the original packaging cannot be utilized for the return, Vendor will supply the Agency with appropriate return packaging upon request. All returns of unacceptable items shall be FOB the Agency's location. The returned product shall either be replaced, or the Agency shall receive a full credit or refund for the purchase price, at the Agency's discretion.

6.5 Return Due to Agency Error: Items ordered in error by the Agency will be returned for credit within thirty (30) days of receipt, FOB Vendor's location. Vendor shall not charge a restocking fee if returned products are in a resalable condition. Items shall be deemed to be in a resalable condition if they are unused and in the original packaging. Any restocking fee for items not in a resalable condition shall be the lower of the Vendor's customary restocking fee or 5% of the total invoiced value of the returned items.

7 VENDOR DEFAULT:

7.1 The following shall be considered a vendor default under this Contract.

7.1.1 Failure to provide Contract Items in accordance with the requirements contained herein.

7.1.2 Failure to comply with other specifications and requirements contained herein.

7.1.3 Failure to comply with any laws, rules, and ordinances applicable to the Contract Services provided under this Contract.

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7.1.4 Failure to remedy deficient performance upon request.

7.2 The following remedies shall be available to Agency upon default.

7.2.1 Immediate cancellation of the Contract.

7.2.2 Immediate cancellation of one or more release orders issued under this Contract.

7.2.3 Any other remedies available in law or equity.

8 MISCELLANEOUS:

8.1 No Substitutions: Vendor shall supply only Contract Items submitted in response to the Solicitation unless a contract modification is approved in accordance with the provisions contained in this Contract.

8.2 Vendor Supply: Vendor must carry sufficient inventory of the Contract Items being offered to fulfill its obligations under this Contract. By signing its bid, Vendor certifies that it can supply the Contract Items contained in its bid response.

8.3 Reports: Vendor shall provide quarterly reports and annual summaries to the Agency showing the Agency's items purchased, quantities of items purchased, and total dollar value of the items purchased. Vendor shall also provide reports, upon request, showing the items purchased during the term of this Contract, the quantity purchased for each of those items, and the total value of purchases for each of those items. Failure to supply such reports may be grounds for cancellation of this Contract.

3. GENERAL REQUIREMENTS:

3.1 Contract Items and Mandatory Requirements:

Vendor shall provide Agency with the Contract Items listed below on an open-end and continuing basis. Contract Items must meet or exceed the mandatory requirements as shown below.

3.1.1.1 All platforms in the solicitation must be offered with the same operating system. Must ship with version Windows 10 Professional or equal. Must not be open source product, and must be manufacturer's standard pre- installed operating system.

Response:

Agreed

3.1.2 Standard PC

Requirement	Response: OptiPlex 3040 SFF
3.1.2.1 Chassis: Mid tower	Meet specification
3.1.2.2 Operating System: Windows 10 Professional, or equal	Meet specification
3.1.2.3 Processor: Intel Core i5 3.5GHz, or equal	i5-6500 Processor (Quad Core, 6MB, 4T, 3.2GHz, 65W)
3.1.2.4 RAM: 4GB DDR3 single DIMM	Meet specification
3.1.2.5 Hard drive: 500GB minimum 7200 RPM SATA	Meet specification
3.1.2.6 Keyboard: Standard USB	Meet specification
3.1.2.7 Mouse: Optical USB 2 button with scroll	Meet specification
3.1.2.8 Optical Drive: Multi DVD/RW	Meet specification
3.1.2.9 USB ports: USB 3.0, minimum of 4 back, 2 front, with a one USB 3.0 charging	Meet specification
3.1.2.10 Expansion Slots: PCI Express	Meet specification
3.1.2.11 Video: Dual monitor capability with one VGA port and one DVI port	Available via Optional dongle adapters not included in price
3.1.2.12 Ethernet port: 10/100/1000 NIC Integrated	Meet specification
3.1.2.13 Trusted Platform Module: TPM chip	Meet specification
3.1.2.14 Warranty: Four year on-site; Minimum on-site/next day, to cover a minimum of hardware, keyboards, monitors or other issues with the internal components. Parts and labor for repairs included	Meet specification



3.1.3 POWER PC

Requirement	Response: Precision 3620 MT
3.1.3.1 Chassis: Mid tower	Meet specification
3.1.3.2 Operating System: Windows 10 Professional, or equal	Meet specification
3.1.3.3 Processor: Intel Core i7 3.5 GHz, or equal	I7-6700K (Quad Core 4GHz, 8Mb Cache)
3.1.3.4 RAM: 8GB DDR3	8Gb DDR4
3.1.3.5 Hard drive: minimum 256GB SSD Drive	Meet specification
3.1.3.6 Keyboard: Standard USB	Meet specification
3.1.3.7 Mouse: Optical USB 2 button with scroll	Meet specification
3.1.3.8 Optical Drive: Multi DVD/RW	Meet specification
3.1.3.9 USB ports: USB 3.0, minimum of 4 back, 2 front, with one USB 3.0 charging	Meet specification
3.1.2.10 Expansion Slots: PCI Express	Meet specification
3.1.2.11 Video: Dual display capable (one VGA, one DVI) with a minimum of 2GB dedicated video RAM	Meet specification
3.1.2.12 Ethernet port: 1 0/100/1000 NIC Integrated	Meet specification
3.1.2.13 Trusted Platform Module: TPM chip	Meet specification
3.1.2.14 Warranty: Four year on-site: Minimum on-site/next-day, to cover a minimum of hardware, keyboards, monitors or other issues with the internal components. Parts and labor for repairs included.	Meet specification



3.1.3 GIS/ENGINEERING CLASS PC

Requirement	Response: Precision T5810
3.1.3.1 Chassis: Mid tower	Meet specification
3.1.3.2 Operating System: Windows 10 Professional, or equal	Meet specification
3.1.3.3 Processor: Intel Core i7 3.5 GHz, or equal	Meet specification with Xeon e5-1620 v4 - Quad Core, 3.5GHz, 10Mb Cache
3.1.3.4 RAM: 16GB	Meet specification
3.1.3.5 Hard Drive: Minimum 512GB SSD drive	Meet specification
3.1.3.6 Keyboard: Standard USB	Meet specification
3.1.3.7 Mouse: Optical USB 2 button with scroll	Meet specification
3.1.3.8 Optical Drive: Multi DVD/RW	Meet specification
3.1.3.9 USB ports: USB 3.0, minimum of 4 back, 2 front, with one USB 3.0 charging	Meet specification
3.1.3.10 Expansion Slots: PCI Express	Meet specification
3.1.3.11 Video: Dual display capable (one VGA, one DVI), with 2GB of dedicated Video RAM	Meet specification
3.1.3.12 Ethernet Port: 10/100/1000 NIC Integrated	Meet specification
3.1.3.13 Trusted Platform Module: TPM chip	Meet specification
3.1.3.14 Warranty: Four year on-site: Minimum on-site/next-day, to cover a minimum of hardware, keyboards, monitors or other issues with the internal components. Parts and labor for repairs included.	Meet specification



3.1.4 STANDARD LAPTOP

Requirement	Response: Latitude E5570
3.1.4.1 Operating System: Windows 10 Professional, or equal	Meet specification
3.1.4.2 Processor: Intel Core i5 3.5 GHz, or equal	I5-6440HQ Quad Core 2.6GHz, 6MB cache
3.1.4.3 Ram: 4GB DDR3 SDRAM (single DIMM)	4GB DDR4 Memory
3.1.4.4 Hard Drive: Minimum 320GB 7200 RPM SATA	512GB SSD
3.1.4.5 Keyboard: Standard Integrated	Meet specification
3.1.4.6 Webcam: Integrated	Meet specification
3.1.4.7 Optical Drive: Multi DVD/RW	Business class laptop models no longer include integrated optical drives. Optional external drives are available upon request for an additional cost.
3.1.4.8 USB Ports: 3 USB 3.0 total with at least one charging	Meet specification
3.1.4.9 Video: Standard integrated video, 15" display or larger	Meet specification
3.1.4.10 Battery: 6 cell 55 WHr Battery or equivalent	Meet specification
3.1.4.11 Ethernet Port: 10/100/1000 NIC Standard integrated	Meet specification
3.1.4.12 Wireless: 802.11 a/b/g/n I2 WLAN Card	Meet specification
3.1.4.13 Computrace or equal: Complete 4 years, Bios Enabled	Meet specification
3.1.4.14 Trusted Platform Module: TPM chip	Meet specification
3.1.4.15 Warranty: Four year on-site: Minimum on-site/next-day, to cover a minimum of hardware, keyboards, monitors or other issues with the internal components. Parts and labor for repairs included.	Meet specification
3.1.4.16 FIPS 201 compliant Smart Card Reader with PIV-I support	Meet specification



3.1.5 POWER LAPTOP

Requirement	Response: Precision 7710
3.1.5.1 Operating System: Windows 10 Professional, or equal	Meet specification
3.1.5.2 Processor: Intel Core i7 3.5 GHz, or equal	Meet specification with i7-6920HQ, Quad Core, 2.9-3.8GHz 8Mb Cache
3.1.5.3 RAM: 8GB DDR3 SDRAM (single DIMM)	8Gb DDR4
3.1.5.4 Hard Drive: Minimum 256GB SSD	Meet specification
3.1.5.5 Keyboard: Standard Integrated	Meet specification
3.1.5.6 Webcam: Integrated	Meet specification
3.1.5.7 Optical Drive: Multi DVD/RW	Business class laptop models no longer include integrated optical drives, so an external drive has been included.
3.1.5.8 USB Ports: 3 USB 3.0 total with at least one charging	Meet specification
3.1.5.9 Video: Video card with minimum of 2GB of dedicated video Ram, 17" or better display	Meet specification
3.1.5.10 Battery: 9 cell 100 WHr battery or equivalent	6 cell 91Wh battery
3.1.5.11 Ethernet Port: 10/100/1000 NIC Standard integrated	Meet specification
3.1.5.12 Wireless: 802.11 a/b/g/n 12 WLAN Card	Meet specification
3.1.5.13 Computrace or equal: Complete 4 years, Bios Enabled	Meet specification
3.1.5.14 Trusted Platform Module: TPM chip	Meet specification
3.1.5.15 Warranty: Four year on-site: Minimum on-site/next-day, to cover a minimum of hardware, keyboards, monitors or other issues with the internal components. Parts and labor for repairs included.	Meet specification
3.1.4.16 FIPS 201 compliant Smart Card Reader with PIV-1 support	Palmrest With NFC/ Smartcard Reader/ FIPS Fingerprint Reader



3.1.6 TABLET PC

Requirement	Response: Latitude 3379
3.1.6.1 Operating System: Windows 10 Professional, or equal	Meet specification
3.1.6.2 Processor: Intel Core i5c, or equal	Meet specification
3.1.6.3 Ram: 8GB DDR3 SDRAM (single DIMM)	16Gb DDR4 Memory
3.1.6.4 Hard Drive: Minimum 180GB SSD, solid state	512Gb Solid State Drive
3.1.6.5 Keyboard: Full Size, Backlit	Meet specification
3.1.6.6 Mouse: Digital Pen	No Active Pen, Passive Pen is available at an additional cost.
3.1.6.7 Camera: 1 front facing	Standard IR front facing camera
3.1.6.8 Screen Size: 10" Minimum	13.3 Inch FHD
3.1.6.9 USB Ports: 2 Minimum USB 3.0 with at least one 3.0 charging	Meet specification
3.1.6.10 Video: Intel integrated or equivalent	Meet specification
3.1.6.11 Battery: 6 cell 44 WHr Minimum	3 Cell 42Whr Battery
3.1.6.12 Ethernet Port: 10/100/1000 NIC Standard integrated	Available via optional USB Type C Dongle Adapter at an additional cost
3.1.6.13 Wireless: 802.11 a/b/g/n I2 WLAN Card	Meet specification
3.1.6.14 Computrace or equal: Complete 4 years, Bios Enabled	Meet specification
3.1.6.15 Trusted Platform Module: TPM chip	Meet specification
3.1.6.16 Warranty: Four year on-site: Minimum on-site/next-day, to cover a minimum of hardware, keyboards, monitors or other issues with the internal components. Parts and labor for repairs included.	Meet specification
3.1.4.16 FIPS 201 compliant Smart Card Reader with PIV-1 support	Not available



3.1.7 TABLET (True)

Requirement	Response: Latitude 5175
3.1.7.1 Operating System: Windows 10 Professional, or equal	Meet specification
3.1.7.2 Processor: Intel Core 1.6GHz quad core, or equalop	Intel Core m5-6Y57, 2.8GHz, 4Mb Cache
3.1.7.3 RAM: 8GB DDR3 SDRAM	Meet specification
3.1.7.4 Keyboard: Detachable	Meet specification
3.1.7.5 Hard Drive: Minimum 64GB SSD, solid state	256Gb Solid State Drive
3.1.7.6 USB ports: 2 Minimum USB 3.0	Meet specification
3.1.7.7 Screen Size: 10" Minimum	10.8" FHD Touch with Corning Concore Glass
3.1.7.8 Video: Intel integrated or equivalent	Meet specification
3.1.7.9 Camera: 1 front facing and 1 rear facing	Meet specification
3.1.7.10 Audio: Speakers, Headphone Jack, and microphone	Meet specification
3.1.7.11 Battery: 2 cell 30WHr minimum	2 Cell 35WHr Battery
3.1.7.12 Wireless: Wi-Fi 802.11 a/b/g/n Bluetooth	Meet specification
3.1.7.13 Computrace or equal: Complete 4 years, Bios Enabled	Meet specification
3.1.7.14 Trusted Platform Module: TPM chip	Meet specification
3.1.7.15 Warranty: Four year on-site: Minimum on-site/next-day, to cover a minimum of hardware, keyboards, monitors or other issues with the internal components. Parts and labor for repairs included.	Meet specification



3.1.8 MONITORS

LCD Monitors

Requirement	Response
3.1.8.1 21.5" LED Backlit LCD Monitor (no internal speakers; can add optional speaker bar). Monitor size to be determined diagonally per industry standards.	Meet specification
3.1.8.2 23" LED Backlit LCD Monitor (no internal speakers; can add optional speaker bar). Monitor size to be determined diagonally per industry standards.	Meet specification
3.1.8.3 LCD Speaker Bar (attaches to the monitor's front bezel; adds stereo speakers and external headphone jack)	Meet specification
3.1.8.4 19" 1280x1024 VGA 15-pin mini D-sub/DVI-D (no speakers)	Meet specification
3.1.8.5 19" 1440x900 VGA 15-pin mini D-sub/DVI-D (integrated speakers)	Meet specification
3.1.8.6 20" S IPS LED or better Monitor (no speakers)	Meet specification
3.1.8.7 24" S-IPS LED or better Monitor (no speakers)	Meet specification
3.1.8.8 21.5" S-IPS LED or better Monitor (no speakers)	Meet specification
3.1.8.9 24" Color critical LCD monitor	Meet specification



3.1.9 OPTIONAL COMPONENTS AND SERVICES

Requirement	Response
3.1.9.1 4GB Memory (single), Minimum DDR3	Meet specification
3.1.9.2 8GB Memory (single), Minimum DDR3	Meet specification
3.1.9.3 External Enhanced Keyboard (USB)	Meet specification
3.1.9.4 External 2-button mouse w/scroll (USB)	Meet specification
3.1.9.5 Nylon carrying case, Minimum depth of 13 inches, minimum height of 3 inches, minimum weight 1.68 pounds, minimum width of 15.3 inches	Meet specification
3.1.9.6 Leather carrying case, Minimum depth of 5.3 inches, minimum height of 13.3 inches, minimum weight of 34.92 ounces, minimum width of 18.3 inches	We do not offer leather cases this large. We quoted closest non-leather size match.
3.1.9.7 Tablet case	Meet specification
3.1.9.8 Tablet Stylus	Meet specification
3.1.9.9 Nylon Backpack, Must have a large storage pocket, must accommodate a minimum of 16 inch laptop	Meet specification
3.1.9.10 Extended life battery for each laptop model, 9-cell 100 WHR minimum	Dell quoted a 6-cell battery, as that is highest level of battery we offer.
3.1.9.11 Full Docking Station for each laptop model (dual display ready VGA capability, 4 USB ports minimum, at least 1 USB 3.0 port charging with AC Adapter)	Meet specification
3.1.9.12 Slim Docking Station for tablets (ready VGA capability, 4 USB ports minimum, at least 1 USB 3.0 port charging, with AC adaptor)	Meet specification
3.1.9.13 Computrace or equal complete 4 years for each desktop model	Meet specification
3.1.9.14 External Speakers	Meet specification
3.1.9.15 Accidental Damage coverage for all mobile equipment, minimum coverage, to cover everything that the standard four year warranty does not cover.	Meet specification
3.1.9.16 Equipment Tagging, if requested, the vendor must tag the equipment for inventory purposes with an avery label, or equal with make, model, serial number, and date of purchase. The agency will provide the vendor with a starting number and the order will be listed with that series of numbers depending on number ordered.	Meet specification
3.1.9.17 USB to serial port adapter 512 SSD 2.5" USB FIPS 201 compliant Smart Card reader that supports PIV-I	Meet specification



3.1.10 Miscellaneous Mandatory Requirements

3.1.10.1 *All computing equipment offered in the Vendor's response must be OEM, products. These specifications represent the current needs of the State. Vendors must provide detailed specification sheets for all requested products. Vendor's bid cannot be evaluated until specification sheets are provided. It is preferred that specification sheets be submitted with the bid. Vendors who fail to provide the required specification sheets if requested by the Purchasing Division by an established deadline may be disqualified. All equipment must be delivered to the State with new components only, not refurbished, used or recycled components. Shipping cost for returns must be paid by vendor.*

Response:

Dell's specification sheets can be found after the pricing file in this response.

Dell values its relationship with you, and offers you the option to return most products you purchase directly from Dell. For all purchases not made directly from Dell, please check the return policy of the location from which you purchased your product.

30-Day Return Period for Certain Products and Accessories: Unless you have a separate agreement with Dell, or except as provided below, all hardware, accessories, peripherals, parts may be returned within 30 days from the date on the packing slip or invoice for a credit or a refund of the purchase price paid, less shipping and handling, and any applicable restocking fees (as further described below). Any product returned to Dell without prior authorization from Dell will be considered an unauthorized return, and you will not receive credit for the product and Dell will not ship the product back to you.

Exceptions to Dell's 30-Day Return Period:

- Software may not be returned at any time, unless the software being returned is:
 - Application software or operating systems installed by Dell on a returnable system which is being returned within the applicable return period; or
 - Media-based software that is unopened and still in its sealed package or, if delivered electronically, software that you have not accepted by clicking "I agree to these Terms and Conditions."
- Dell EqualLogic and EqualLogic-branded products, Dell|EMC, EMC and VCE-branded products, Dell Compellent and Compellent-branded products, Dell KACE and KACE-branded products, Dell Force10 and Force10-branded products, PowerVault ML6000 tape libraries, PowerVault DL and DR products, Dell SonicWALL and SonicWALL-branded products, Dell Wyse and Wyse-branded products, Dell Quest, Quest, ScriptLogic and VKernel branded products, Dell Software branded products, Dell Data Protection | Rapid Recovery and Dell Data Protection | Rapid Recovery branded products, Dell StatSoft and StatSoft-branded products, non-Dell-branded enterprise products, enterprise software, and customized products may not be returned at any time.
- Licenses purchased under any type of volume license agreement may be returned only with the express approval of the publisher, which in many circumstances will not be granted.
- Non-Dell branded mobile phone offers fulfilled by third-party partners are subject to partner return policies, which may have shorter return periods.

Restocking Fees: Unless the product is defective or the return is a direct result of a Dell error, Dell may charge a restocking fee of up to 15% of the purchase price paid, plus any applicable sales tax.

Promotional Items: If you return a purchased item that qualified you for a discount, promotional item or promotional card (for example, buy a service, get a computer half off; buy a computer, get a free printer; buy a TV, get a promotional gift card) and either (i) do not also return the discounted or promotional item or (ii) have already redeemed the promotional card, Dell may deduct the value of the discount, promotional item or redeemed card from any refund you receive for the return of the purchased item.



3. GENERAL REQUIREMENTS:

3.1.10.2 *All computers provided under this contract must be business-class machines.*

Response:

Agreed

3.1.10.3 *Vendor must provide access (i.e., via an FTP site) to all OEM-provided original system disks associated with the proposed equipment, including, but not limited to, operating system software, drivers and any additional "add-ons" such as Adobe Acrobat.*

Response:

Drivers and other downloads are available at Dell.com/support.

3.1.10.4 *Microsoft Windows 10 professional, or equal. Downgrade rights must be available when asked.*

Response:

Dell agrees to provide downgrade rights when they are available from the publisher, as noted in the answers to questions provided by the State.

3.1.10.5 *All systems must include a Trusted Platform Module (TPM).*

Response:

Agreed

3.1.10.6 *Computrace, or equal Complete 4 Year license must be included with all mobile systems.*

Response:

Agreed

3.1.10.7 *All hardware provided under this contract must be Energy Star 5.0 compliant.*

Response:

Agreed

3.1.10.8 *All Desktops and Monitors must meet minimum Electronic Product Environmental Assessment Tool (EPEAT) Silver certification. The vendor must provide documentation proving level of certification. Vendor's bid cannot be evaluated until specification sheets are provided. The Vendor must be responsible for ensuring equipment meets the latest EPEAT registration requirements before it is delivered. It is preferred certification documentation be provided with the bid. Vendors who fail to provide required documentation when requested by the Purchasing Division by the established deadline shall be disqualified.*

Response:

Copies of Dell's EPEAT certifications can be found after the specification lists in this response.



3. GENERAL REQUIREMENTS:

3.1.10.9 Vendor must guarantee current model's availability through "end of life" cycle, with the understanding that if platform revisions take place, it is the State's option to accept or reject any proposed model replacements, as detailed below. At a minimum the vendor must stock spare parts for ALL proposed equipment, for the duration of the warranty period.

Response:

Agreed

3.1.10.10 Vendor must have consistent hardware configurations. If the State procures 500 personal computers, all 500 computers must have the same components.

Response:

Agreed

3.1.10.11 The successful Vendor must provide a life cycle map of the model upgrades planned or anticipated for the next twelve to eighteen months within thirty (30) days of contract award. This map path must be updated annually.

Response:

Agreed

3.1.10.12 Vendor must inform the State in writing, sixty (60) days prior to replacement, of any platform revisions it intends to make. Written notification may be made by e- mail.

Response:

Agreed

3.1.10.13 Vendor must provide the State with two (2) of all initial contract models and any proposed replacement models, free of charge, sixty (60) days in advance of discontinuance of current models. The State will use this time to test the equipment and images. The state will return this equipment upon expiration of the contract.

Response:

Dell will provide test equipment subject to the applicable "Dell Keep It" or "Dell Return It" Program Agreement, provided to State in the RFP response.

3.1.10.14 Vendor must guarantee that any replacement units meet, or exceed the current model's specifications, and are compatible and certified to operate with the State-provided Image.

Response:

Agreed



3. GENERAL REQUIREMENTS:

3.1.10.15 *Any proposed replacement units must be of equivalent pricing (equal to, or less than) to initially bid units.*

Response:

When a standard configuration system has reached the end of its life cycle, Dell makes a good faith effort to help the State transition to a new standard configuration at a point in the product life cycle where the price of the new system is comparable to the price of the prior system.

3.1.10.16 *Current models must be available for purchase by the State, until the proposed replacement units have been approved by the Office of Technology, and are ready to be shipped. The current models must be available during the sixty-day term that the State requires for the evaluation of the proposed replacements.*

Response:

Agreed

3.1.10.17 *If the computing equipment experiences "repeated failure" in the first year of ownership, the supplier must replace the failed equipment with new equipment of the same make and model or a model equal to or better than that which is currently provided under this contract. The State defines "repeated failure" to be, at a minimum, the following: three instances of parts failure with no more than two instances on the same part within one year after the machine is installed.*

Response:

Agreed

3.1.10.18 *Vendor must identify by name and location the proposed primary account representative and immediate supervisor who shall be responsible for the performance of the contract. Such notification may be included in the bid response but must be provided within no less than five (5) business days from the date of contract award.*

Response:

Proposed primary account representative: Richard Sylvester, West Virginia

Immediate supervisor - Richard Hansen, Ohio

3.1.10.19 *Orders must be shipped complete. Partial orders will not be accepted.*

Response:

Agreed

3.1.10.20 *Orders must be delivered inside agency building/room.*

Response:

Agreed. If the agency requests special shipping and handling, additional charges may apply.



3. GENERAL REQUIREMENTS:

3.1.10.21 *Vendor must guarantee a maximum of sixteen (16) business days or less for delivery (ARO).*

Response:

Agreed

3.1.10.22 *Vendor must have special handling procedures associated with an emergency order, with an abbreviated delivery time from that listed in 3.1.10.21. Vendor must guarantee that emergency order deliveries will be made within five (5) business days (ARO).*

Response:

Dell will make every reasonable effort to meet this request. Due to the number of variables involved in an emergency, Dell cannot guarantee that emergency order deliveries will be made within five (5) business days (ARO). However, Dell can agree to work with the affected agency(ies) to provide non-standard, in-stock equipment and/or to provide pricing for upgraded shipping to facilitate a fast delivery.

3.1.10.23 *Vendor must provide immediate replacement equipment for any new machines which do not function properly out of the box at no cost to the Agency.*

Response:

Agreed

3.1.10.24 *All orders placed against this contract must be FOB Destination, regardless of the delivery site location within the state. The agency must specify at the time of the order whether in-side delivery is required.*

Response:

Agreed. As noted in response to question 3.1.10.20, If the agency requests special shipping and handling, additional charges may apply.

3.1.10.25 *All orders placed against this contract must be signed for, by agency representatives, and delivered to agency-specified locations.*

Response:

Agreed

3.1.10.26 *The successful vendor must provide customer support via toll free number Monday-Friday 8:00AM to 5:00PM EST to resolve billing and shipping issues. Billing issues shall be resolved within five (5) business days.*

Response:

Agreed



3. GENERAL REQUIREMENTS:

3.1.10.27 Vendor must provide dedicated representatives in both sales and technical support, offering toll -free access and e-mail contact references.

Response:

Agreed

3.1.10.28 Vendor must provide direct, ~~second level technical access 24x7x365~~ 8-5 M-F to support all equipment offered.

Response:

Agreed; based on the answers provided by the State in Addendum 2 that this requirement has been changed to remove “second level technical access” and change “24x7x365” to “8-5 M-F”.

3.1.10.29 Vendor's warranty for PC's must be on-site and for a period of no less than four (4) years.

Response:

Agreed

3.1.10.30 Vendor must offer Next Business Day (NBD) delivery of replacement parts for all equipment.

Response:

Agreed

3.1.10.31 The State prefers new, unused components for replacement parts, however, if refurbished parts are used, they must be "like new" and offer the same warranty as new parts.

Response:

Agreed

3.1.10.32 Vendor must provide a parts and support website for access by State technical staff. The Vendor must also provide a toll free warranty support line for warranty part orders.

Response:

Agreed



3. GENERAL REQUIREMENTS:

3.1.10.33 *If the Vendor offers a self-maintenance program, they must make it available to the WVOT. The WVOT has the option to directly manage the warranty services of items procured under this agreement. The WVOT will incur no participation fees or training fees related to the self-maintenance program. The WVOT will be eligible to receive warranty reimbursements for any qualified repairs under this program. The WVOT could have as many as 90 field technicians throughout the State that would need to receive any Vendor required training/certification to qualify for the program, all at no cost to the WVOT.*

Response:

TechDirect helps ease the issue resolution burden by providing 24x7x365 access to all your Dell support case and part dispatch requests in one, centralized location. You will experience improved productivity when using the following:

- Easy parts ordering and case creation for efficient problem resolution
- Fast parts dispatch to global location(s)
- Convenient access to Dell training and certification
- Modular dashboard with Message Center and exportable reports

3.1.10.34 *To meet HIPAA requirements, the agency must have the ability to remove the hard drive so that no privacy-related information is shared.*

Response:

The Keep Your Hard Drive service¹ puts you in complete control of your data by allowing you to keep failed hard drives (still covered by Limited Warranty) when replacement hard drives are delivered. This solution puts you in charge of your data and hard drive disposal. This service is available at an additional fee.

3.1.10.35 *The Vendor must offer certification training to the State's technical staff so that the technicians can provide warranty services upon request by the State at no additional charge. Such training shall be provided within thirty (30) days of receipt of the written request from the State.*

Response:

Agreed

3.1.10.36 *Vendor must provide the State of West Virginia Office of Technology and the Purchasing Division with a detailed, quarterly report in excel format indicating the State Agency, model, serial number(s), cost, and delivery location for all purchases made under the contract. The report shall also include a listing of all service calls associated with this agreement, including the location and nature of service required.*

Response:

Dell can provide the required information, but it will not be in a single report.

¹ The defective hard drive must still be covered by the hardware limited warranty.



3. GENERAL REQUIREMENTS:

3.1.10.37 *Vendor must offer as an optional component Accidental Insurance for mobile equipment. Minimum coverage must include coverage for everything that the standard four year warranty does not cover.*

Response:

Dell's Accidental Damage service covers:

- Liquid spilled on or in unit
- Drops, falls, and other collisions
- Electrical surge
- Damaged or broken LCD due to a drop or fall

The following incidents are not covered through this service:

- Damage due to fire
- Intentional damage (such as hammer marks)
- Normal wear
- Cosmetic damage
- Consumable parts (ex. bulbs, toner)
- Theft

3.1.10.38 *If requested, the Vendor must tag the equipment for inventory purposes using State-supplied tags.*

Response:

Agreed, pricing has been provided in the pricing spreadsheet.

3.1.10.39 *Although the majority of the machines ordered from this contract will be the standard configurations, the vendor must provide for optional components for machines allowing the agencies to upgrade memory and storage before shipment.*

Response:

Agreed

3.1.10.40 *Some agencies require serial ports on their laptops in order to use certain components they need to do their jobs. The Vendor should include any equipment required to meet this requirement under optional equipment.*

Response:

Agreed

3.1.10.41 *Vendor must agree to maintain and upgrade (keep pace with the advance of technology) the standard configurations for the life of the contract via change order.*

Response:

Agreed



3. GENERAL REQUIREMENTS:

3.1.10.42 *The State reserves the right for agencies to purchase those items listed as "Optional" from this contract but agencies are not required to use this contract for these items. The State reserves the right to purchase those items listed as "Optional" from other sources outside the contract if the pricing for such item(s) is deemed unreasonable or not comparable with current market pricing.*

Response:

Agreed



4. CONTRACT AWARD:

4.1 Contract Award:

The Contract is intended to provide Agencies with a purchase price on all Contract Items. The Contract shall be awarded to the Vendor that provides the Contract Items meeting the required specifications for the lowest overall total cost as shown on the Pricing Pages. The cost evaluation will include the PC configurations and optional items.

Renewal options for years 2, 3, and 4 will be initiated by the Agency, agreed to by the Vendor and processed by the West Virginia Purchasing Division as Change Orders for subsequent years.

Response:

Agreed

4.2 Pricing Pages/E-Catalog:

4.2.1.1 Pricing Pages/E-Catalog Spreadsheet: Vendor should complete the Pricing Pages/E-Catalog Spreadsheet by providing the following information, per each Contract Item Bid. Vendor should not place formulas or any type of Excel calculations into the List Price column, only the actual bid price, per each Contract Item Bid.

Column A - Vendor Customer Code should identify the Vendor's wvOasis vendor/customer number. If the Vendor does not know this number, please leave the column blank,

Column B - Supplier Part Number should identify the Supplier's part number.

Column C - Supplier Name should identify the name of the Vendor who is supplying the product/service.

Column D -Manufacturer Name should identify the Manufacturer of the product/service, Column E- Manufacturer Part Number should identify the Manufacturer's part number for the product/service.

Column H - Extended Description Vendor should provide any additional description to the product/service. Specifically, for Rows 2- 8, the component parts with part numbers must be listed. Please note field's character limit of 4000 bytes.

Column I - Estimated Quantities Vendor should note that these are estimates only. The estimated quantities do not guarantee any purchase. They have been provided so that vendor/s can provide their best price based on estimated volume.

Column K- List Price shall identify the Vendor's unit price per Contract Item bid.

Column L - Delivery Days should identify the number of days required for delivery. Vendor's bid will be evaluated by the Standard Laptop, Power Laptop, Standard PC, Power PC, GIS/Eng. Class PC, Tablet PC and Tablet (True).

Response:

Dell has completed the spreadsheet and included it with our response.



4.2.2 Vendor should electronically enter the information into the Pricing Pages through wvOASIS, if available, or as an electronic document. In most cases, the Vendor can request an electronic copy of the Pricing Pages for bid purposes by sending an email request to the following address: Stephanie.I.gale@wv.gov

Response:

Agreed

4.2.3 Vendor should provide with their bid a copy of any Software Terms and Conditions or licenses that the State of West Virginia or the Agency will have to agree or accept as a part of this solicitation. Vendor will be required to provide before a Purchase Order is issued.

Response:

Dell has provided a copy of its End User License Agreement.

4.2.4 Vendor should include with their bid a copy of any and all Maintenance Terms and Conditions or Licenses that the State of West Virginia or the Agency will be required to agree or accept as a part of this solicitation. Vendor will be required to provide before a Purchase Order is issued.

Response:

Dell has provided a copy of the warranties for the Dell services offered in this response.



5. ORDERING AND PAYMENT:

5.1 Ordering:

Vendor shall accept orders through wvOASIS, regular mail, facsimile, e-mail, or any other written form of communication. Vendor may, but is not required to, accept on-line orders through a secure internet ordering portal/website. If Vendor has the ability to accept on-line orders, it should include in its response a brief description of how Agencies may utilize the on-line ordering system. Vendor shall ensure that its on-line ordering system is properly secured prior to processing Agency orders on-line.

Response:

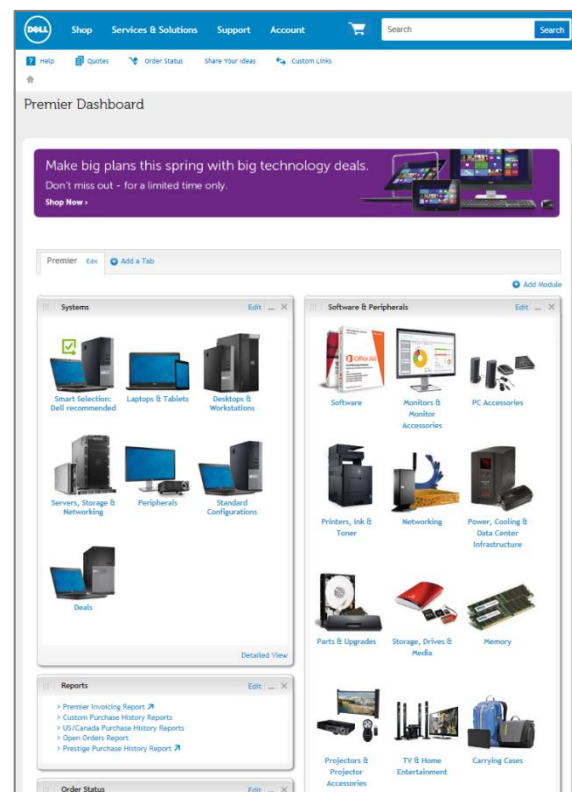
Dell will work with the State to determine the feasibility of a Business to Business integration with wvOASIS. A brief description of Dell's online ordering system follow.

Dell Premier Overview

Dell Premier is your own, secure, personalized purchasing and support website. You can quickly and easily customize Premier Pages to suit your precise requirements, saving your organization time and money throughout all phases of IT product ownership.

Using your Dell Premier site you can:

- Access information on previously defined, standard configurations for your organization, making it far easier to specify and purchase additional systems
- Quickly identify solutions to meet new requirements, configure them to your exact requirements, and place your order for the necessary hardware, software and accessories
- Prepare and save machine configurations and orders for purchase at later date
- Purchase consumables and peripherals for your existing hardware
- Access the complete catalogue of Dell products
- View real time order status, and Purchase history details
- Get Quick and easy customization of user access
- Easily manage your addresses through the Address Book



Premier Support is a virtual helpdesk with powerful tools to help meet your organizations' system support needs. Designed for support technicians, helpdesk specialists, system engineers and IT managers, Premier Support provides fast access to the knowledge and solutions you need to help you efficiently support your Dell systems and maximize uptime. Orders that are placed via Dell's Premier pages write frictionlessly to Dell's order management system, which means our customers typically receive their orders quicker, with less opportunity for errors. In addition, automated e-mail confirmations are communicated to customers for online orders.



In short, your Premier Pages website makes the whole process of doing business with Dell easier and more cost-efficient.

Security and User Access

Custom-defined access roles support your approval process and control unapproved buying. An employee's access is limited to the information and tools that they need. Your account representative will set up access roles that you specify. The designated administrator in your organization can modify the access role of a user as needed.

eQuotes and Secure Online Ordering

Shopping carts can be saved as eQuotes by any shopper and forwarded to an authorized buyer for review. Secure online orders can be placed at any time through an intuitive, streamlined checkout process.

Reporting

Premier translates your direct relationship with Dell into an accessible online format with easy access to comprehensive, up-to-date, and customizable data about all your Dell transactions. Its sophisticated reporting functionality is designed to help you to plan your purchasing, verify your payments, and manage your assets -- all at the click of a mouse. Flexible options allow you to search and sort the information so it's most useful to you.

5.2 Payment:

Vendor shall accept payment in accordance with the payment procedures of the State of West Virginia.

Response:

Payment shall be due net forty-five (45) days from date of invoice unless invoice states payment terms greater than thirty (45) days. Without waiving any other rights or remedies and without liability to State, Dell may suspend any or all services or deliveries until all overdue amounts are paid in full.



6. DELIVERY AND RETURN:

6.1 Delivery Time:

Vendor shall deliver standard orders within sixteen (16) working days after orders are received. Vendor shall deliver emergency orders within five (5) working days after orders are received. Vendor shall ship all orders in accordance with the above schedule and shall not hold orders until a minimum delivery quantity is met.

Response:

Dell will meet the standard order request and will make every reasonable effort to meet the emergency order request. Due to the number of variables involved in an emergency, Dell cannot guarantee that emergency order deliveries will be made within five (5) business days (ARO). However, Dell can agree to work with the affected agency(ies) to provide non-standard, in-stock equipment and/or to provide pricing for upgraded shipping to facilitate a fast delivery.

6.2 Late Delivery:

The Agency placing the order under this Contract must be notified in writing if orders will be delayed for any reason. Any delay in delivery that could cause harm to an Agency will be grounds for cancellation of the delayed order, and/or obtaining the items ordered from a third party.

Response:

The agency placing the order can monitor an individual system's production and shipping status through its Premier.Dell.com Internet site, which provides frequent updates on what process steps the system completes, and/or is currently in. The Agency placing the order can register to be notified when orders are shipped.

6.2.1 *Any Agency seeking to obtain items from a third party under this provision must first obtain approval of the Purchasing Division.*

Response:

Dell understands the Agency's responsibility.

6.3 Delivery Payment/Risk of Loss:

Standard order delivery shall be FOB destination to the Agency's location. Vendor shall include the cost of standard order delivery charges in its bid pricing/discount and is not permitted to charge the Agency separately for such delivery. The Agency will pay delivery charges on all emergency orders provided that Vendor invoices those delivery costs as a separate charge with the original freight bill attached to the invoice.

Response:

Shipping for emergency orders will appear as a separate line item on the invoice. However, Dell does not provide original freight bills to customers.



6.4 Return of Unacceptable Items:

If the Agency deems the Contract Items to be unacceptable, the Contract Items shall be returned to Vendor at Vendor's expense and with no restocking charge. Vendor shall either make arrangements for the return within five (5) days of being notified that items are unacceptable, or permit the Agency to arrange for the return and reimburse Agency for delivery expenses. If the original packaging cannot be utilized for the return, Vendor will supply the Agency with appropriate return packaging upon request. All returns of unacceptable items shall be FOB the Agency's location. The returned product shall either be replaced, or the Agency shall receive a full credit or refund for the purchase price, at the Agency's discretion.

Response:

Dell values its relationship with you, and offers you the option to return most products you purchase directly from Dell. For all purchases not made directly from Dell, please check the return policy of the location from which you purchased your product.

30-Day Return Period for Certain Products and Accessories: Unless you have a separate agreement with Dell, or except as provided below, all hardware, accessories, peripherals, parts may be returned within 30 days from the date on the packing slip or invoice for a credit or a refund of the purchase price paid, less shipping and handling, and any applicable restocking fees (as further described below). Any product returned to Dell without prior authorization from Dell will be considered an unauthorized return, and you will not receive credit for the product and Dell will not ship the product back to you.

Exceptions to Dell's 30-Day Return Period:

- Software may not be returned at any time, unless the software being returned is:
 - Application software or operating systems installed by Dell on a returnable system which is being returned within the applicable return period; or
 - Media-based software that is unopened and still in its sealed package or, if delivered electronically, software that you have not accepted by clicking "I agree to these Terms and Conditions."
- Dell EqualLogic and EqualLogic-branded products, Dell|EMC, EMC and VCE-branded products, Dell Compellent and Compellent-branded products, Dell KACE and KACE-branded products, Dell Force10 and Force10-branded products, PowerVault ML6000 tape libraries, PowerVault DL and DR products, Dell SonicWALL and SonicWALL-branded products, Dell Wyse and Wyse-branded products, Dell Quest, Quest, ScriptLogic and VKernel branded products, Dell Software branded products, Dell Data Protection | Rapid Recovery and Dell Data Protection | Rapid Recovery branded products, Dell StatSoft and StatSoft-branded products, non-Dell-branded enterprise products, enterprise software, and customized products may not be returned at any time.
- Licenses purchased under any type of volume license agreement may be returned only with the express approval of the publisher, which in many circumstances will not be granted.
- Non-Dell branded mobile phone offers fulfilled by third-party partners are subject to partner return policies, which may have shorter return periods.

Restocking Fees: Unless the product is defective or the return is a direct result of a Dell error, Dell may charge a restocking fee of up to 15% of the purchase price paid, plus any applicable sales tax.

Promotional Items: If you return a purchased item that qualified you for a discount, promotional item or promotional card (for example, buy a service, get a computer half off; buy a computer, get a free printer; buy a TV, get a promotional gift card) and either (i) do not also return the discounted or promotional item or (ii) have already redeemed the promotional card, Dell may deduct the value of the discount, promotional item or redeemed card from any refund you receive for the return of the purchased item.



6.5 Return Due to Agency Error:

Items ordered in error by the Agency will be returned for credit within thirty (30) days of receipt, FOB Vendor's location. Vendor shall not charge a restocking fee if returned products are in a resalable condition. Items shall be deemed to be in a resalable condition if they are unused and in the original packaging. Any restocking fee for items not in a resalable condition shall be the lower of the Vendor's customary restocking fee or 5% of the total invoiced value of the returned items.

Response:

Please refer to Dell's return policy noted in response to question 6.4



7. VENDOR DEFAULT:

7.1 The following shall be considered a vendor default under this Contract.

7.1.1 Failure to provide Contract Items in accordance with the requirements contained herein.

7.1.2 Failure to comply with other specifications and requirements contained herein.

7.1.3 Failure to comply with any laws, rules, and ordinances applicable to the Contract Services provided under this Contract.

7.1.4 Failure to remedy deficient performance upon request **according to applicable warranties provided by Vendor.**

7.2 The following remedies shall be available to Agency upon default.

7.2.1 Immediate cancellation of the Contract **according to the Contract provisions.**

7.2.2 Immediate cancellation of one or more release orders issued under this Contract **according to the Contract provisions.**

7.2.3 Any other remedies available in law or equity.

Response:

Notwithstanding the exceptions provided by Vendor in Vendor's response, these clauses are accepted as modified.



8. MISCELLANEOUS:

8.1 No Substitutions:

Vendor shall supply only Contract Items submitted in response to the Solicitation unless a contract modification is approved in accordance with the provisions contained in this Contract.

Response:

Agreed

8.2 Vendor Supply:

Vendor must carry sufficient inventory of the Contract Items being offered to fulfill its obligations under this Contract. By signing its bid, Vendor certifies that it can supply the Contract Items contained in its bid response.

Response:

Dell can meet this requirement provided the State respond to requests to update products in a timely manner.

8.3 Reports:

Vendor shall provide quarterly reports and annual summaries to the Agency showing the Agency's items purchased, quantities of items purchased, and total dollar value of the items purchased. Vendor shall also provide reports, upon request, showing the items purchased during the term of this Contract, the quantity purchased for each of those items, and the total value of purchases for each of those items. Failure to supply such reports may be grounds for cancellation of this Contract.

Response:

Dell can provide the required information, but it will not be in a single report.

8.4 Contract Manager:

During its performance of this Contract, Vendor must designate and maintain a primary contract manager responsible for overseeing Vendor's responsibilities under this Contract. The Contract manager must be available during normal business hours to address any customer service or other issues related to this Contract. Vendor should list its Contract manager and his or her contact information below.

Contract Manager:

Telephone Number:

Fax Number:

Email Address:

Response:

Please contact Mel Tomikel. She can be reached at (512) 513-9120 and Melissa_Tomikel@dell.com



REQUEST FOR QUOTATION: IP16
STATEWIDE CONTRACT
COMPUTERS AND PERIPHERALS

8.4 Contract Manager: During its performance of this Contract, Vendor must designate and maintain a primary contract manager responsible for overseeing Vendor's responsibilities under this Contract. The Contract manager must be available during normal business hours to address any customer service or other issues related to this Contract. Vendor should list its Contract manager and his or her contact information below.

Contract Manager: _____
Telephone Number: _____
Fax Number: _____
Email Address: _____

STATE OF WEST VIRGINIA
Purchasing Division

PURCHASING AFFIDAVIT

MANDATE: Under W. Va. Code §5A-3-10a, no contract or renewal of any contract may be awarded by the state or any of its political subdivisions to any vendor or prospective vendor when the vendor or prospective vendor or a related party to the vendor or prospective vendor is a debtor and: (1) the debt owed is an amount greater than one thousand dollars in the aggregate; or (2) the debtor is in employer default.

EXCEPTION: The prohibition listed above does not apply where a vendor has contested any tax administered pursuant to chapter eleven of the W. Va. Code, workers' compensation premium, permit fee or environmental fee or assessment and the matter has not become final or where the vendor has entered into a payment plan or agreement and the vendor is not in default of any of the provisions of such plan or agreement.

DEFINITIONS:

"Debt" means any assessment, premium, penalty, fine, tax or other amount of money owed to the state or any of its political subdivisions because of a judgment, fine, permit violation, license assessment, defaulted workers' compensation premium, penalty or other assessment presently delinquent or due and required to be paid to the state or any of its political subdivisions, including any interest or additional penalties accrued thereon.

"Employer default" means having an outstanding balance or liability to the old fund or to the uninsured employers' fund or being in policy default, as defined in W. Va. Code § 23-2c-2, failure to maintain mandatory workers' compensation coverage, or failure to fully meet its obligations as a workers' compensation self-insured employer. An employer is not in employer default if it has entered into a repayment agreement with the Insurance Commissioner and remains in compliance with the obligations under the repayment agreement.

"Related party" means a party, whether an individual, corporation, partnership, association, limited liability company or any other form or business association or other entity whatsoever, related to any vendor by blood, marriage, ownership or contract through which the party has a relationship of ownership or other interest with the vendor so that the party will actually or by effect receive or control a portion of the benefit, profit or other consideration from performance of a vendor contract with the party receiving an amount that meets or exceeds five percent of the total contract amount.

AFFIRMATION: By signing this form, the vendor's authorized signer affirms and acknowledges under penalty of law for false swearing (W. Va. Code §61-5-3) that neither vendor nor any related party owe a debt as defined above and that neither vendor nor any related party are in employer default as defined above, unless the debt or employer default is permitted under the exception above.

WITNESS THE FOLLOWING SIGNATURE:

Vendor's Name: Dell Marketing L.P.

Authorized Signature: Rebecca Whitaker Date: Aug 17, 2016

State of Texas

County of Williamson, to-wit:

Taken, subscribed, and sworn to before me this 17 day of August, 2016

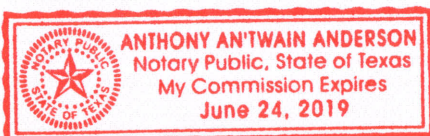
My Commission expires June 24, 2019.

AFFIX SEAL HERE

NOTARY PUBLIC

Anthony Anderson

Purchasing Affidavit (Revised 07/01/2012)



State of West Virginia

VENDOR PREFERENCE CERTIFICATE

Certification and application* is hereby made for Preference in accordance with **West Virginia Code, §5A-3-37**. (Does not apply to construction contracts). **West Virginia Code, §5A-3-37**, provides an opportunity for qualifying vendors to request (at the time of bid) preference for their residency status. Such preference is an evaluation method only and will be applied only to the cost bid in accordance with the **West Virginia Code**. This certificate for application is to be used to request such preference. The Purchasing Division will make the determination of the Vendor Preference, if applicable.

1. Application is made for 2.5% vendor preference for the reason checked:

- _____ Bidder is an individual resident vendor and has resided continuously in West Virginia for four (4) years immediately preceding the date of this certification; or,
- _____ Bidder is a partnership, association or corporation resident vendor and has maintained its headquarters or principal place of business continuously in West Virginia for four (4) years immediately preceding the date of this certification; or 80% of the ownership interest of Bidder is held by another individual, partnership, association or corporation resident vendor who has maintained its headquarters or principal place of business continuously in West Virginia for four (4) years immediately preceding the date of this certification; or,
- _____ Bidder is a nonresident vendor which has an affiliate or subsidiary which employs a minimum of one hundred state residents and which has maintained its headquarters or principal place of business within West Virginia continuously for the four (4) years immediately preceding the date of this certification; or,

2. Application is made for 2.5% vendor preference for the reason checked:

- _____ Bidder is a resident vendor who certifies that, during the life of the contract, on average at least 75% of the employees working on the project being bid are residents of West Virginia who have resided in the state continuously for the two years immediately preceding submission of this bid; or,

3. Application is made for 2.5% vendor preference for the reason checked:

- _____ Bidder is a nonresident vendor employing a minimum of one hundred state residents or is a nonresident vendor with an affiliate or subsidiary which maintains its headquarters or principal place of business within West Virginia employing a minimum of one hundred state residents who certifies that, during the life of the contract, on average at least 75% of the employees or Bidder's affiliate's or subsidiary's employees are residents of West Virginia who have resided in the state continuously for the two years immediately preceding submission of this bid; or,

4. Application is made for 5% vendor preference for the reason checked:

- _____ Bidder meets either the requirement of both subdivisions (1) and (2) or subdivision (1) and (3) as stated above; or,

5. Application is made for 3.5% vendor preference who is a veteran for the reason checked:

- _____ Bidder is an individual resident vendor who is a veteran of the United States armed forces, the reserves or the National Guard and has resided in West Virginia continuously for the four years immediately preceding the date on which the bid is submitted; or,

6. Application is made for 3.5% vendor preference who is a veteran for the reason checked:

- _____ Bidder is a resident vendor who is a veteran of the United States armed forces, the reserves or the National Guard, if, for purposes of producing or distributing the commodities or completing the project which is the subject of the vendor's bid and continuously over the entire term of the project, on average at least seventy-five percent of the vendor's employees are residents of West Virginia who have resided in the state continuously for the two immediately preceding years.

7. Application is made for preference as a non-resident small, women- and minority-owned business, in accordance with West Virginia Code §5A-3-59 and West Virginia Code of State Rules.

- _____ Bidder has been or expects to be approved prior to contract award by the Purchasing Division as a certified small, women- and minority-owned business.

Bidder understands if the Secretary of Revenue determines that a Bidder receiving preference has failed to continue to meet the requirements for such preference, the Secretary may order the Director of Purchasing to: (a) reject the bid; or (b) assess a penalty against such Bidder in an amount not to exceed 5% of the bid amount and that such penalty will be paid to the contracting agency or deducted from any unpaid balance on the contract or purchase order.

By submission of this certificate, Bidder agrees to disclose any reasonably requested information to the Purchasing Division and authorizes the Department of Revenue to disclose to the Director of Purchasing appropriate information verifying that Bidder has paid the required business taxes, provided that such information does not contain the amounts of taxes paid nor any other information deemed by the Tax Commissioner to be confidential.

Under penalty of law for false swearing (West Virginia Code, §61-5-3), Bidder hereby certifies that this certificate is true and accurate in all respects; and that if a contract is issued to Bidder and if anything contained within this certificate changes during the term of the contract, Bidder will notify the Purchasing Division in writing immediately.

Bidder: _____

Signed: _____

Date: _____

Title: _____

VENDOR CUSTOMER CODE	SUPPLIER PART NUMBER	SUPPLIER NAME	MANUFACTURER NAME	MANUFACTURER PART NUMBER	COMMODITY CODE	ITEM DESCRIPTION	EXTENDED DESCRIPTION	UNIT OF MEASURE
					43210000	Standard Laptop - No image		
					43210000	Power Laptop - No image		
					43210000	Standard PC - no image		
					43210000	Power PC - No image		
					43210000	GIS/Eng Class PC - no image		
					43210000	Tablet PC 10" - no image		
					43210000	Tablet (True) 10" - no image		
					43210000	21.5" LED Backlit LCD Monitor (no internal speakers; can add optional speaker bar)		
					43210000	23" LED Backlit LCD Monitor (no internal speakers; can add optional speaker bar)		
					43210000	LCD Speaker Bar (attaches to the monitor's front bezel; adds stereo speakers and external headphone jack)		
					43210000	19" 1280x1024 VGA 15-pin mini D-sub/DVI-D (no speakers)		
					43210000	19" 1440x900 VGA 15-pin mini D-sub/DVI-D (integrated speakers)		
					43210000	20" S-IPS LED Monitor (no speakers)		
					43210000	24" LED S-IPS Monitor (no speakers)		
					43210000	21.5" S-IPS LED Monitor (no speakers)		
					43210000	24" color critical LCD monitor		
					43210000	OPTIONAL: Extended Life Battery for Standard Laptop		
					43210000	OPTIONAL: Extended Life Battery for Power Laptop		
					43210000	OPTIONAL: External Enhanced Keyboard (USB)		
					43210000	OPTIONAL: External Speakers		
					43210000	OPTIONAL: Full docking Station for all laptop models (dual display, ready VGA capability, 4 USB ports minimum, at least 1 USB 3.0 port charging, with AC Adapter)		
					43210000	OPTIONAL: Slim Docking Station for tablets (ready VGA capability, 4 USB ports minimum, at least 1 USB 3.0 port charging, with AC adaptor)		
					43210000	OPTIONAL: Nylon Carrying Case		
					43210000	OPTIONAL: Leather Carrying Case		
					43210000	OPTIONAL: Tablet Case		
					43210000	OPTIONAL: Tablet Stylus		
					43210000	OPTIONAL: Nylon Backpack		
					43210000	OPTIONAL: External 2-button mouse w/scroll (USB)		
					43210000	OPTIONAL: 4 GB Memory (single)		
					43210000	OPTIONAL: 8GB Memory (single)		
					43210000	OPTIONAL: Computrace complete 4 year for each model		
					43210000	OPTIONAL: USB to serial port adapter		
					43210000	OPTIONAL: USB FIPS 201 compliant Smart Card reader that supports PIV-I		
					43210000	OPTIONAL: 512 SSD 2.5"		
					43210000	OPTIONAL: Accidental Damage Coverage for all mobile equipment		
					43210000	OPTIONAL: Equipment Tagging		

OptiPlex 3040

OptiPlex 3040 simplifies business computing with best-in-class security and manageability in new, smaller energy-efficient designs - Mini Tower, Small Form Factor and Micro Form Factor.

Available with up to 6th Gen Intel Core i5 Processors, Intel Integrated graphics, and Dell Client Command Suite tools for time-saving systems management, OptiPlex 3040 provides excellent value at an entry-level price.

Enhance these features with purpose-built Dell accessories such as award winning monitors, custom-designed cable covers, and a variety of Micro mounts for a complete computing experience; all backed by outstanding 24x7 ProSupport Plus.



Highlights:

- **New, smaller MT and SFF chassis**, designed specifically around Intel's latest 65W commercial desktop architecture for better performance and efficiency
- Latest Intel Core processors
- Optional **custom designed cable covers** provided on the MT and SFF, secure ports and manage cables for a clutter-free, worry-free environment
- **High security** with TPM and standard Dell Data Protection solutions
- ENERGY STAR and EPEAT compliant
- DP and HDMI port (optional VGA) allowing for dual display natively
- **Dual orientation** for vertical or horizontal system placement to maximize space
- **Universal Audio Jack** (UAJ) compatible with common mobile phone headsets

3040 MT/SFF/Micro	
Processors ¹	Intel 6th generation Core i5 Quad Core (65W for MT & SFF, 35W for micro), Core i3 Dual Core, Pentium Dual Core and Celeron Dual Core (65W for MT & SFF, 35W for Micro)
Chipset	Intel H110 Chipset
Operating System	Microsoft Windows 10 Home 64 - bit, Microsoft Windows 10 Pro 64 - bit, Microsoft Windows 8.1 Standard 64-bit, Microsoft Windows 8.1 Pro 64-bit, Microsoft Windows 7 Professional SP1 (32/64 bit) Ubuntu Neoklylin (China only)
Graphics Options ²	Integrated Intel HD Graphics 530 Supports optional discrete graphics: AMD Radeon R7 350X, AMD Radeon R5 340X
Memory ³	2 Long DIMM slots; Non-ECC dual-channel 1600MHz DDR3L SDRAM, supports up to 16GB (MT/SFF); 2 SO-DIMM slots (Micro)

¹ Offering may vary by region. Some items may be available post-RTS. Offering may vary by region and configuration. For complete details, refer to the Technical Guidebook published on www.dell.com.

² System Memory and Graphics: Significant system memory may be used to support graphics, depending on system memory size and other factors.

3040 MT/SFF/Micro				
Networking	MT/SFF: Integrated Realtek RTL8111HSD Ethernet LAN 10/100/1000; supports optional PCIe 10/100/1000 network card; Optional wireless: 802.11ac+ Bluetooth 4.1 card Micro: Integrated Realtek RTL8111HSD Ethernet LAN 10/100/1000; Optional wireless M.2 802.11ac+Bluetooth 4.1 card			
I/O Ports	MT/SFF: 8 External USB: 4 x 3.0 (2 front/2 rear) and 4 x 2.0 (2 front/2 rear); 1 RJ-45; 1 Serial (optional); 1 Display Port 1.2; 1 HDMI 1.4; 2 PS/2 (optional); 1 UAJ, 1 Line-out; 1 VGA (optional) MFF: 6 External USB3.0 (2 front/2 rear) and 2 x 2.0 (2 rear); 1 RJ-45; 1 HDMI 1.4; 1 Display Port 1.2; 1 UAJ (front); 1 Line-out (front); 1 Serial (optional); 1 VGA (optional); Serial+PS2 (optional)			
Removable Media Options	Supports optional optical disc drives and SD media card reader (MT/SFF only)			
Hard Drive ⁴ Options (internal)	Hard Disk Drives: up to 1TB Supports Solid State Drives, Hybrid and Hybrid Opal SED FIPS No Hard Drive - Supports Dell Cloud Desktop diskless			
Chassis		<i>Minitower (MT)</i>	<i>Small Form Factor</i>	<i>Micro (MFF)</i>
Dimensions (H x W x D) Inches/(cm)	13.8x 6.1*10.8 / 35 x 15.4 x 27.4	11.4 x 3.6 x 11.5 / 29 x 9.2 x 29.2	7.2 x 1.4 x 7 / 18.2 x 3.6 x 17.8	
Min. Weight (lbs./kg)	17.49 / 7.93	17.49 / 7.93	17.49 / 7.93	
Number of Bays	1 internal 3.5" 2 internal 2.5" 1 external 5.25"	1 internal 3.5" 1 internal 2.5"	1 internal 2.5"	
Expansion Slots	1 full height PCIe x16 3 full height PCIe x1	1 half height PCIe x16 1 half height PCIe 1	1 M.2 (22x30mm) (Wireless only)	
Power Supply ⁵ Unit (PSU)	Standard 240W PSU Active PFC 240W up to 85% Efficient PSU (80 PLUS Bronze) ENERGY STAR complaint, Active PFC 240W up to 92% Efficient PSU (80 PLUS Platinum); ENERGY STAR complaint, Active PFC	Standard 180W PSU Active PFC 180W typical 85% Efficient PSU (80 PLUS Bronze) ENERGY STAR complaint, Active PFC 180W typical 92% Efficient PSU (80 PLUS Platinum); ENERGY STAR complaint, Active PFC	65W external adapter, 87% minimum average efficiency	

³ 4GB or Greater System Memory Capability: A 64-bit operating system is required to support 4GB or more of system memory.

⁴ Hard Drive: GB means 1 billion bytes and TB equals 1 trillion bytes; actual capacity varies with preloaded material and operating environment and will be less.

⁵ PSU: This form factor utilizes a more efficient Active Power Factor Correction (APFC) power supply. Dell recommends only Universal Power Supplies (UPS) based on Sine Wave output for APFC PSUs, not an approximation of a Sine Wave, Square Wave, or quasi-Square Wave (see UPS technical specifications). If you have questions please contact the manufacturer to confirm the output type.

3040 MT/SFF/Micro	
Recommended Accessories	Monitors - qualified with Dell commercial monitors including Dell E series monitor 17" - 27", Touch monitor in 20" screen size Dell Professional series monitors available from 19"-27", Touch monitor in 23" screen size
	Micro Mounting Options: Vertical Stand, VESA Mount, Dual VESA Mount, All in One Mount, Console with DVD-RW, All in One Mount for E Series Displays
	Keyboards: Dell wired Keyboard with Multimedia functionality, Dell Smart Card Keyboard, Dell Wireless KB/Mouse, Logitech Wireless KB/Mouse
	Mouse: Dell wired Mouse, Dell wireless mouse, Dell Laser Mouse.
	Audio Speakers: Internal Dell Business audio speaker,
Security Options	Trusted Platform Module ⁶ (TPM) 2.0 Dell Data Protection Security Tools, Dell Data Protection Encryption, Chassis lock slot support, Chassis Intrusion Switch, Setup/BIOS Password, I/O Interface Security, optional Smart Card keyboards, Intel Trusted Execution Technology, Intel Identity Protection Technology, Intel Ant-Theft Technology, KACE Security, Dell Secure Works, BIOS support for optional Computrace ⁷
Systems Management Options	Dell Client Command Suite; In-Band Systems Management
Environmental, Ergonomic, & Regulatory Standards	Environmental Standards (eco-labels): ENERGY STAR 6.0, EPEAT Registered ⁸ , CECP, WEEE, Japan Energy Law, South Korea E-standby, South Korea Eco-label (for SFF only), EU, RoHS, China RoHS Other Environmental Options: Carbon Off-set; Asset Resale and Recovery Service. TAA configurations available.
Warranty	Limited Hardware Warranty ⁹ ; Standard 3-year On Site Service after Remote Diagnosis ¹⁰ (3-3-3); Optional 3 year Dell ProSupport offers premium support from expert technicians and 24x7 availability ¹¹ .
Configuration Services	Factory image load, BIOS customization, hardware customization, asset tagging, reporting

⁶ TPM: TPM is not available in all regions.

⁷ Computrace: Not a Dell offer. Certain conditions apply. For full details, see terms and conditions at www.lovackforlaptops.com.

⁸ Please refer to www.epeat.net for specific country registration rating and participation.

⁹ Limited Hardware Warranty: For copy of Ltd Hardware Warranty, write Dell USA LP, Attn: Warranties, One Dell Way, Round Rock, TX 78682 or see www.dell.com/warranty

¹⁰ Onsite Service after Remote Diagnosis: Remote Diagnosis is determination by online/phone technician of cause of issue; may involve customer access to inside of system and multiple or extended sessions. If issue is covered by Limited Hardware Warranty (www.dell.com/warranty) and not resolved remotely, Technician and/or part will be dispatched, usually within 1 business day following completion of Remote Diagnosis. Availability varies. Other conditions apply.

¹¹ Dell Services: Availability and terms of Dell Services vary by region. For more information, visit www.dell.com/servicedescription

Dell Precision Tower 3000 Series (3620)

Workstation performance and reliability in an expandable mini tower

Highlights:

- 6th gen Intel Core or Intel Xeon processors
- AMD FirePro and NVIDIA Quadro professional graphics options
- Up to (1) PCIe SSD and up to (2) 3.5" SATA or (4) 2.5" SATA drives
- Dell Intel CAS-W cache acceleration software for increased storage performance
- Dell Precision Optimizer automatically tunes your Workstation to run specific programs at the fastest speeds possible



The Dell Precision Tower 3000 Series is a fully customizable, entry workstation certified to run professional applications ideal for people who need the performance and reliability.

Performance

Every Dell Precision comes with the exclusive Dell Precision Optimizer installed. This unique software, which can be centrally managed using customer's existing System Center Configuration Manager (SCCM) console, enables users to experience increased application performance and productivity from their Dell Precision workstation by automatically adjusting system settings based on the needs of specific professional software applications. The Dell Precision Tower 3000 Series includes the latest 6th Generation Intel Core and Intel Xeon processors, NVIDIA Quadro or AMD FirePro professional graphics card, new NECC and ECC DDR4 2133Mhz memory, and optional Thunderbolt 2 card to provide you with the performance to make the most of your time. A new addition to the entry workstation is Optional PCIe SSD Storage that can be configured via a PCIe M.2 Slot on the motherboard, as well on an actively cooled Dell Precision Ultra-Speed drive Duo, which deliver exception read/write storage performance.

Reliability

Dell and Independent Software Vendors (ISV)¹ rigorously test Dell Precision workstations to be able to deliver a tested, and fully optimized workstation to customers. Dell partners with companies like Autodesk, Adobe, and Solidworks and many others to ensure Dell Precision workstations work harmoniously with customer's software, as well as improve the quality of technical support. If needed, Dell ProSupport Plus is the most complete service and support offering in the industry.

Recommended accessories

Dell offers a complete portfolio of recommended accessories for Dell Precision workstations. These accessories include the world's #1 Dell monitor brand, industry-specific peripherals, keyboards and mice.

Precision Tower 3000 Series (3620)	
Processor Options ²	Intel Xeon Processor E3-1200 v5Family; 6thgeneration Intel Core i7, i5 and i3 (i7-6700K Processor, coming soon); Intel Turbo Boost technology(5)and Intel Integrated HD Graphics on select Processors; optional vPro Technology

¹ ISV certification applies to select configurations.

² Intel Turbo Boost mode only available on Xeon, Core i7 and Core i5 processors. Intel Integrated HD graphics only available with select processors.

OptiPlex 3040

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Graphics Options ²	Integrated Intel HD Graphics 530 Supports optional discrete graphics: AMD Radeon R7 350X, AMD Radeon R5 340X
Memory ³	2 Long DIMM slots; Non-ECC dual-channel 1600MHz DDR3L SDRAM, supports up to 16GB (MT/SFF); 2 SO-DIMM slots (Micro)

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3040 MT/SFF/Micro

Networking	MT/SFF: Integrated Realtek RTL8111HSD Ethernet LAN 10/100/1000; supports optional PCIe 10/100/1000 network card; Optional wireless: 802.11ac+ Bluetooth 4.1 card Micro: Integrated Realtek RTL8111HSD Ethernet LAN 10/100/1000; Optional wireless M.2 802.11ac +Bluetooth 4.1 card
I/O Ports	MT/SFF: 8 External USB: 4 x 3.0 (2 front/2 rear) and 4 x 2.0 (2 front/2 rear); 1 RJ-45; 1 Serial (optional); 1 Display Port 1.2; 1 HDMI 1.4; 2 PS/2 (optional); 1 UAJ, 1 Line-out; 1 VGA (optional) MFF: 6 External USB3.0 (2 front/2 rear) and 2 x 2.0 (2 rear); 1 RJ-45; 1 HDMI 1.4; 1 Display Port 1.2; 1 UAJ (front); 1 Line-out (front); 1 Serial (optional); 1 VGA (optional); Serial+PS2 (optional)
Removable Media Options	Supports optional optical disc drives and SD media card reader (MT/SFF only)
Hard Drive⁴ Options (internal)	Hard Disk Drives: up to 1TB Supports Solid State Drives, Hybrid and Hybrid Opal SED FIPS No Hard Drive - Supports Dell Cloud Desktop diskless

Chassis*Minitower (MT)*

3040 MT/SFF/Micro	
Recommended Accessories	Monitors - qualified with Dell commercial monitors including Dell E series monitor 17" - 27", Touch monitor in 20" screen size Dell Professional series monitors available from 19"-27", Touch monitor in 23" screen size
	Micro Mounting Options: Vertical Stand, VESA Mount, Dual VESA Mount, All in One Mount, Console with DVD-RW, All in One Mount for E Series Displays
	Keyboards: Dell wired Keyboard with Multimedia functionality, Dell Smart Card Keyboard, Dell Wireless KB/Mouse, Logitech Wireless KB/Mouse
	Mouse: Dell wired Mouse, Dell wireless mouse, Dell Laser Mouse.
	Audio Speakers: Internal Dell Business audio speaker,
Security Options	Trusted Platform Module ⁶ (TPM) 2.0 Dell Data Protection Security Tools, Dell Data Protection Encryption, Chassis lock slot support, Chassis Intrusion Switch, Setup/BIOS Password, I/O Interface Security, optional Smart Card keyboards, Intel Trusted Execution Technology, Intel Identity Protection Technology, Intel Ant-Theft Technology, KACE Security, Dell Secure Works, BIOS support for optional Computrace ⁷
Systems Management Options	Dell Client Command Suite; In-Band Systems Management
Environmental, Ergonomic, & Regulatory Standards	Environmental Standards (eco-labels): ENERGY STAR 6.0, EPEAT Registered ⁸ , CECP, WEEE, Japan Energy Law, South Korea E-standby, South Korea Eco-label (for SFF only), EU, RoHS, China RoHS Other Environmental Options: Carbon Off-set; Asset Resale and Recovery Service. TAA configurations available.
Warranty	Limited Hardware Warranty ⁹ ; Standard 3-year On Site Service after Remote Diagnosis ¹⁰ (3-3-3); Optional 3 year Dell ProSupport offers premium support from expert technicians and 24x7 availability ¹¹ .
Configuration Services	Factory image load, BIOS customization, hardware customization, asset tagging, reporting

⁶ TPM: TPM is not available in all regions.

⁷ Computrace: Not a Dell offer. Certain conditions apply. For full details, see terms and conditions at www.lovackforlaptops.com.

⁸ Please refer to www.epeat.net for specific country registration rating and participation.

⁹ Limited Hardware Warranty: For copy of Ltd Hardware Warranty, write Dell USA LP, Attn: Warranties, One Dell Way, Round Rock, TX 78682 or see www.dell.com/warranty

¹⁰ Onsite Service after Remote Diagnosis: Remote Diagnosis is determination by online/phone technician of cause of issue; may involve customer access to inside of system and multiple or extended sessions. If issue is covered by Limited Hardware Warranty (www.dell.com/warranty) and not resolved remotely, Technician and/or part will be dispatched, usually within 1 business day following completion of Remote Diagnosis. Availability varies. Other conditions apply.

¹¹ Dell Services: Availability and terms of Dell Services vary by region. For more information, visit www.dell.com/servicedescription

Precision Tower 3000 Series (3620)					
Operating System Options ³	Windows 10 Professional (64 bit) Windows 10 Home (64 bit) Windows 8.1 Professional (64-Bit) Windows 8.1 Home (64 bit)		Windows 7 Professional (32-Bit) Windows 7 Professional (64-Bit) Red Hat Enterprise Linux 7.2 Ubuntu Linux 14.04 NeoKylin 6.0 (China only)		
Chipset	Intel C236 Chipset				
Memory Options ⁴	4 Dimm Slots; Up to 64GB 2133Mhz Non-ECC DDR4 Memory; Up to 64GB 2133Mhz ECC DDR4 Memory				
Graphics Options	One PCI Express x16 Gen 3 Graphics card up to 150W (Total for Graphics) (Some cards available in Dual Config)				
	<i>Mid-range 3D cards:</i> AMD FirePro W7100 AMD FirePro W5100 NVIDIA Quadro M4000 NVIDIA Quadro K2200 NVIDIAQuadroM2000	<i>Entry 3D cards:</i> AMD FirePro W4100 AMD FirePro W2100 NVIDIA Quadro K620 NVIDIA Quadro K420	<i>Professional 2D cards:</i> NVIDIA NVS 510 NVIDIA NVS 315 NVIDIA NVS 310 Intel HD Graphics 530/P530		
Storage Options ⁵	Support for up to (1)M.2 PCIe SSD on motherboard slot and Up to (2) 3.5” SATA or (4) 2.5” SATA. Support for Intel Ready Mode technology Support for up to (1) additional PCIeSSD on Dell Precision Ultra-Speed drive (x8) with active cooling				
	<i>M.2 PCIeSSD (NVMe)</i> Up to (1) 1TB on MB Up to (1) 1TB on Dell Precision Ultra-Speed drive	<i>2.5” SATA SSD</i> Up to (4) 512GB	<i>2.5” SATA 7200 RPM</i> Up to (4) 1TB 7200 RPM	<i>3.5” SATA</i> Up to (2) 4TB 5900 RPM Up to (2) 2TB 7200 RPM	<i>Self Encrypting Drives</i> 500 GB 7200 RPM or 512GB 2.5” SSD
Storage Controller	Integrated: Intel Rapid storage Controller 12.0 supporting SATA 6Gb/s and host based RAID 0/1/5/10				
Communications	Integrated: Intel Ethernet Connection I219-LM 10/100/1000 Optional: Intel 10/100/1000 PCIe Gigabit Networking card				
Audio Controller	Integrated Realtek ALC3861 High Definition Audio Codec (2 Channel)				
Speakers	Internal Speaker; Optional Dell 2.0 stereo speaker systems available and Dell sound bar for select flat-panel displays				
Add-in cards	Optional Thunderbolt 2 PCIe Card (coming soon) Optional 1394 a/b PCIe Card (3 Ports - 2x 1394b + 1x 1394a)		Optional Serial/Parallel Port PCIe Card Support for up to (1) additional PCIeSSD on Dell Precision Ultra-Speed drive (x8) with active cooling (coming soon)		

³ A 64-bit operating system is required to support 4GB or more of system memory.

⁴ GB means 1 billion bytes and TB equals 1 trillion bytes; actual capacity varies with preloaded material and operating environment and will be less.

⁵ GB means 1 billion bytes and TB equals 1 trillion bytes; significant system memory may be used to support graphics, depending on system memory size and other factors.

Precision Tower 3000 Series (3620)			
I/O Ports	<i>Front</i> 2 - USB 2.0 2 - USB 3.0 1 - Microphone 1 - Headphone	<i>Internal</i> 2 - USB 2.0 4 - SATA 6Gb/s	<i>Rear</i> 2 - USB 2.0 4 - USB 3.0 2 - PS2 2 - DisplayPort 1 - HDMI 1 - RJ45 Network Connector 1 - Serial 1 - Audio Line in/Microphone 1 - Audio Line out
Chassis	HxWxD: 14.17" x 6.89" x 17.12" (36cm x 17.5cm x 43.5cm) Bays: (2) internal 3.5" bays - supports (2) 3.5" or (4) 2.5" drives; (2) external 5.25" optical bays Slots: (1) Full Height PCIe x16 Gen3; (1) Full Height PCIe x16 Gen 3 (wired x4); (1) Full Height PCIe x1 Gen3; (1) Full Height PCI; (1) M.2 (22x80 mm) Power Supply: 365W 90% efficient PSU (80PLUS Gold Certified Certified) Energy Star compliant; 290W 85% efficient PSU (80PLUS Bronze Certified) Energy Star Compliant		
Storage devices	Optional: Up to 2 optical drives: DVD-ROM; DVD+/-RW, Blu Ray Writer, 19-in-1 Media Card reader installed in 5.25" bay		
Security Options	Trusted Platform Module TPM 1.2 (TPM 2.0 - firmware upgradable) Dell Data Protection Security Tools, Dell Data Protection Encryption, Dell HW Crypto Accelerator, Microsoft Windows Bitlocker, Local HDD data wipe via BIOS ("Secure Erase"), Encryption - SED HDD (Opal FIPS), Chassis lock slot support, Chassis Intrusion Switch, D-Pedigree (Secure Supply Chain Functionality), Setup/BIOS Password, Optional Smart Card keyboards, Intel Trusted Execution Technology, Intel Identity Protection Technology, Dell Secure Works, BIOS support optional Computrace ⁶ , Intel Software Guard extensions		
Systems Management ⁷	Dell Client Command Suite; Out of Band management support via vPro		
Regulatory & Environmental	ENERGY STAR configurations available including 80 PLUS Platinum power supplies; EPEAT registered (see epeat.net for specific registration rating/status by country); China CECP; GS Mark. For a complete listing of declarations & certifications, see Dell's regulatory & compliance homepage at dell.com/regulatory_compliance		
Warranty & Support Services ⁸	3-Year Limited Hardware Warranty and 3-year NBD On-Site Service after Remote Diagnosis Optional: Dell ProSupport is designed to rapidly respond to your business's needs, help protect your investment and sensitive data, and provide enhanced proactive support services to help reduce risk and complexity within your IT environment		

⁶ Computrace is not a Dell offer. Certain conditions apply. For full details, see terms and conditions at www.absolute.com/en/about/legal/agreements.

⁷ Systems Management Options: Intel vPro Technology - Fully vPro-capable at point of purchase; the vPro systems management option requires vPro processors. Includes support for Intel Advanced Management Technology (AMT) 9.x. Intel Standard Manageability - Fully enabled at point of purchase, the Intel Standard Management option is a subset of the AMT features. ISM is not upgradeable to vPro technology post-purchase. No Out-of-Band Systems Management - This option entirely removes Intel out of band systems (OOB) management features. The system can still support in band management. OOB management support through AMT cannot be upgraded post-purchase.

Precision Tower 3000 Series (3620)

TAA	TAA Configurations Available
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⁸ Availability and terms of Dell Services vary by region. For more information, visit Dell.com/servicecontracts/global; Limited Hardware Warranty available by writing Dell USA LP, Attn: Warranties, One Dell Way, Round Rock, TX 78682 or see www.dell.com/warranty; Onsite Service after Remote Diagnosis: Remote Diagnosis is determination by online/phone technician of cause of issue; may involve customer access to inside of system and multiple or extended sessions. If issue is covered by Limited Hardware Warranty (www.dell.com/warranty) and not resolved remotely, technician and/or part will be dispatched, usually within 1 business day following completion of Remote Diagnosis. Availability varies. Other conditions apply.

Precision Tower 5000 Series (5810)

Productivity

- Dell Precision Optimizer enhances application performance by optimizing settings, for up to 121 percent application performance improvement
- Intel Xeon processor E5-1600 v3 product family, including select high-end E5-2600 v4 CPUs, provides the performance and flexibility you need to complete complex tasks quickly
- Manage large data sets with ease, with up to 256GB^{1,2} of quad-channel 2400MHz DDR4 ECC RDIMM memory
- Choose from a broad selection of new professional grade AMD FirePro or NVIDIA Quadro graphics
- Optional Intel PCIe SSD drives and M.2 PCIe NVMe SSDs on the actively cooled Dell Precision Ultra-Speed Drive Duo and Ultra-Speed Drive Quad deliver superb read/write throughput, combined with exceptional reliability
- Intel CAS-W storage option enables performance that is near solid state drive speeds at a significantly reduced cost versus a full SSD storage solution³



Environment

- Dell Precision Tower 5000 Series is EPEAT registered⁴ and offers ENERGY STAR configurations, including 80 PLUS-registered Gold power supplies

Reliability

- Exclusive Reliable Memory Technology (RMT) PRO maximizes uptime by eliminating virtually all memory errors for more stability
- The result of hundreds of rigorous testing, Independent Software Vendor (ISV) certifications ensure your high performance applications run smoothly

Chassis design

- Straightforward, clutter-free interior provides superb air flow, easy access to components for serviceability and modifications, and improved acoustics
- The only mainstream tower workstation family to offer an externally accessible tool-less (lockable) power supply for superior serviceability
- Integrated front and rear aluminum handles for easy deployment and moves
- Room for up to (3) 3.5" or (4) 2.5" tool-less hard drives
- 825W PSU option for high wattage graphics cards support in compact chassis
- Easy rack mounting via 0U rail shelf kit⁵

¹ A 64-bit operating system is required to support 4GB or more of system memory.

² GB means 1 billion bytes and TB equals 1 trillion bytes; actual capacity varies with preloaded material and operating environment and will be less.

³ Available in select regions.

⁴ See epeat.net for specific registration rating/status by country.

⁵ Available in select countries via S & P.

Service and support

- Rest assured that your Dell Precision workstation will be well protected should an issue arise, with a standard 3 year limited hardware warranty^{6, 7, 8}

Precision Tower 5000 Series (5810)				
Processor Options	Intel Xeon processor E5-1600 v3 Series, plus select new Intel Xeon E5-2600 v4 with up to 22 cores and Intel Advanced Vector Extensions, Intel Trusted Execution Technology, Intel AES New instructions, Optimized Intel Turbo Boost and optional Intel vPro technology			
Operating System Options	Windows 10 Professional(64 bit) Windows 8.1 Professional (64-Bit) Windows 7 Professional (64-Bit) Red Hat Enterprise Linux 7.0 and 7.2 (required for Xeon E5-2600 v4CPUs), RHEL 6.5 supported -future 6.8 for E5-2600 v4 Ubuntu 14.04 NeoKylin6.0 (China only)			
Memory Options	Quad channel memory up to 256GB 2133MHz DDR4 RDIMM ECC memory, 8DIMM Slots. (E5-2600 v4 CPUs ship with 2400MHz memory) Note: memory speed is dependent on specific Intel Xeon E5-1600 v3 or E5-2600 v4 Series processor installed			
Chipset	Intel C612 chipset			
Graphics Options	Support for 2 PCI Express x16 Gen 2/Gen 3 graphics cards up to 300W (total graphics in 2 slots, 685W PSU)			
	High end 3D cards: AMD FireProW8100 NVIDIA Quadro M6000 NVIDIA Quadro K6000 NVIDIA Quadro M5000	Mid-range 3D cards: AMD FirePro W7100 AMD FirePro W5100 NVIDIA Quadro M4000 NVIDIA QuadroM2000 NVIDIA QuadroK2200	Entry 3D cards: AMD FireProW4100 AMD FirePro W2100 NVIDIA Quadro K620 NVIDIA Quadro K420	Professional 2D cards: NVIDIA Quadro NVS 510 ¹ NVIDIA Quadro NVS 315 NVIDIA Quadro NVS 310
Storage Options	Support for up to (4)M.2 PCIe SSDs and up to (3) 3.5" SATA or (4) 2.5" SATA/SAS drives. Optional controller required for SAS.			

⁶ For copy of Ltd Hardware Warranty, write Dell USA LP, Attn: Warranties, One Dell Way, Round Rock, TX 78682 or see www.dell.com/warranty.

⁷ Remote Diagnosis is determination by online/phone technician of cause of issue; may involve customer access to inside of system and multiple or extended sessions. If issue is covered by Limited Hardware Warranty and not resolved remotely, technician and/or part will be dispatched, usually within 1 business day following completion of Remote Diagnosis. Availability varies. Other conditions apply.

⁸ Availability and terms of Dell Services vary by region. For more information, visit www.dell.com/servicedescriptions

Precision Tower 5000 Series (5810)

	<p>M.2 PCIe SSD (NVMe) Up to (4) 1TB drives on Dell Precision Ultra-Speed Drive Quad. PCIe SSD HH/HL card Up to (2) Intel 1.2TB PCIe SSD NVMe drives</p> <p>2.5" SATA SSD Up to (4) 1TBdrives 2.5" SAS SSD Up to (4) 400GBdrives</p> <p>2.5" SATA 7200 RPM Up to (4) 512GB 7200 RPM</p> <p>3.5" SATA Up to (3) 4TB 5400 RPM</p> <p>2.5" SAS 10K RPM 12Gb/s Up to (4) 1.8TB 2.5" SAS 15K RPM 12Gb/s Up to (4) 600GB</p> <p>2.5" Self Encrypting Drives 512GB 2.5" FIPS SED (OPAL 2.0) SSD</p>
Storage Controller	<p>Integrated: Intel AHCI 6Gb/s SATA controller with six ports, two reserved for optical drives, Intel RSTe supports host based software RAID 0,1,5,10</p> <p>Optional: LSI MegaRAID SAS 9341-8i 12Gb/s SAS(6Gb/s SATA) PCIe controller supports software RAID 0,1,5,10.</p> <p>LSI MegaRAID SAS 9361-8i 12Gb/s SAS(6Gb/s SATA)PCIe controller (1GB cache with Flash module/SuperCap backup) supports hardware RAID 0,1,5,10</p>
Add-in cards	<p>Thunderbolt 2 PCIe card DisplayPort loop back cable</p> <p>Serial port PCIe card, 1 port; 1394a/b PCIe card, 3 ports - 1x 1394a, 2x 1394b</p>
Communications	<p>Integrated: Intel i217 Gigabit Ethernet LAN 10/100/1000</p> <p>Optional:: Intel i210 10/100/1000 single port PCIe (x1) Gigabit network card, IntelX540-T2 10GbE dual port PCIe (x8) network card,</p>
Audio Controller	Integrated Realtek ALC3861 High Definition Audio Codec (2 Channel)
Speakers	Internal Speaker; Optional Dell 2.0 stereo speaker systems available and Dell sound bar for select flat-panel displays
Add-in cards	<p>Optional: Dell Precision Ultra-Speed Drive Duo (HH/HL,x8) & Ultra-Speed drive Quad (FH/FL,x16) with active cooling. Support for up to 2 and 4 M.2 PCI eNVMe SSDs respectively.</p> <p>Optional 1394 a/bPCIe Card (3 Ports -2x 1394b + 1x 1394a)</p> <p>Optional dual & quad display Teradici PCoIP remote workstation host PCIe cards</p> <p>Optional Thunderbolt 2 PCIe Card</p> <p>Optional Serial Port PCIe Card</p>
I/O Ports	<p>Front : 3 USB 2.0, 1 USB 3.0, 1 Microphone, 1 Headphone</p> <p>Internal: 1 USB 2.0, 1 2x5 USB 2.0 header. (Requires 3rdparty splitter cable to support 2 x USB 2.0 Type A ports) 4 SATA 6Gb/s</p> <p>Rear: 3 USB 2.0, 3 USB 3.0, 1 Serial, 2 PS2, 1 RJ45 Network Connector, 1 Serial, 1 Audio Line in/Microphone, 1 Audio Line out</p>
Chassis	<p>HxWxD:16.30 x 6.79 x 18.54"; 41.40cm x 17.25cm x 47.09cm</p> <p>Bays:(1) external slimline optical bay; (2) internal 3.5" bays (support total of (2) 3.5" or 2.5" drives); (1) external 5.25" bay</p> <p>Slots:(2) PCIe x16 Gen 3; (1) PCIe x16 Gen 3 (wired x8) half length; (1) PCIe x4 Gen 2; (1) PCIe x1 Gen 2; (1) PCI 32</p> <p>Power Supply: 825W, 685W, 425W 90% efficient (80PLUS Gold Certified) Externally accessible/removable</p>
Storage devices	<p>Slimline options: DVD-ROM; DVD+/-RW, Optional 5.25" bay devices: BD,DVD+/-RW; 19-in-1 media reader, 2 x 2.5" HDD/SSD kit</p>

Precision Tower 5000 Series (5810)	
Monitors	Dell UltraSharp Monitors -Award-winning high-performance monitors with PremierColor (on select models) and ultra-wide viewing, from 21.5"-34"Dell Monitors (P models) available from 19" -28".
Security Options	Trusted Platform Module (TPM 1.2); Chassis Intrusion switch; Setup/BIOS Password; I/O Interface Security; Kensington lock slot, Padlock ring, lockable power supply; Dell Data Protection (DDP): DDP Security Tools for authentication; DDP Protected Workspace for malware; DDP Encryption for data protection
Regulatory & Environmental	Energy Star configurations available including 80 PLUS registered Gold power supplies; EPEAT registered (see epeat.net for specific registration rating/status by country); China CECP; GS Mark. For a complete listing of declarations & certifications, see Dell's regulatory & compliance homepage at dell.com/regulatory_compliance
Warranty & Support Services	3-Year Limited Hardware Warranty and 3-year NBD On-Site Service after Remote Diagnosis Optional: Dell ProSupport is designed to rapidly respond to your business's needs, help protect your investment and sensitive data, and provide enhanced proactive support services to help reduce risk and complexity within your IT environment
TAA Configurations	Yes

Latitude 15 5000 Series (E5570)

The sleek new Latitude 15 5000 Series helps end users get more done with an expansive array of features, ports and options. The world's most secure mainstream laptop also combines the manageability and reliability expected from Latitude.

It's beautifully designed and built-to last with an enhanced exterior design, utilizing carbon fiber reinforced polymer materials for added durability, and an optional touch-screen clad with Corning Gorilla NBT for a brilliant display and ultimate scratch resistance.

This 15-inch laptop features the latest 6th generation Intel Core i vPro dual or quad core processors and advanced features such as industry-leading M.2 solid state drives and DDR4 memory, plus a full assortment of business ready ports.

It's also well-equipped with a portfolio of essential accessories for ultimate on-the-go or at-the-desk productivity and backed by 24/7 access to enterprise-class support with optional Dell ProSupport Plus.



Latitude 15 5000 Series (E5570)		
Processor Options ¹	6th Generation Intel up to Core i7 Processors, U, ULT, Dual Core	6th Generation Intel up to Core i7 Processors, H, Standard Volt, Quad Core
Operating System ²	Microsoft Windows 7 Professional 32/64 bit Microsoft Windows 7 Professional 32/64-bit (available through downgrade rights from Windows 10 64-bit) Microsoft Windows 8.1, Pro, Single Language, 64-bit Microsoft Windows 8.1 Pro 64-bit (available through downgrade rights from Windows 10 64-bit) Microsoft Windows 10 Home, Home Single Language, Pro, 64 bit Ubuntu Linux 14.04 LTS SP1 64-bit NeoKylin v6.0 32 bit	
Memory Options ³	DDR4 2133MHz; 2 slots supporting up to 16GB	
Chipset	Integrated with the Processor	
Intel Responsiveness Technologies ⁴	Intel Rapid Storage Technology	
Graphics ⁵	Intel HD Graphics 520 AMD Radeon R7 M360	Intel HD Graphics 530 AMD Radeon R7 M370

¹ Offering may vary by country and by configuration

² A 64-bit operating system is required to support 4GB or more of system memory.

³ GB means 1 billion bytes and TB equals 1 trillion bytes; actual capacity varies with preloaded material and operating environment and will be less.

⁴ Intel Rapid Storage Technology requires a HDD, mSATA, or an SSD, as primary storage device. See OS requirements.

⁵ GB means 1 billion bytes and TB equals 1 trillion bytes; significant system memory may be used to support graphics, depending on system memory size and other factors.

Latitude 15 5000 Series (E5570)		
Display ¹	15.6" HD (1366 x 768) Anti-glare (16:9) WLED, 200 nits, Carbon Fiber Reinforced Polymer LCD Back 15.6" FHD WVA (1920 x 1080) Anti-glare (16:9) WLED, 300 nits, Carbon Fiber Reinforced Polymer LCD Back 15.6" FHD WVA Touch with Corning Gorilla NBT, (1920 x 1080), 270 nits, Carbon Fiber Reinforced Polymer LCD Back	
Storage Options ⁶	HDD: up to 1TB, Hybrid, OPAL SED options SSD 2.5", 7mm: up to 480GB SSD M.2 SATA: up to 512GB, OPAL SED options SSD M.2 PCIe: up to 512GB options Dell Fast Response Free Fall Sensor and HDD Isolation (standard feature)	
Security ⁷	TPM 1.2 - FIPS 140-2 and TCG certified (Windows 7, 8.1 and 10) TPM 2.0 - FIPS 140-2 and TCG Certified (Spring of 2016) (Windows 10) Optional Touch Finger Print Reader, Contacted FIPS 201 Smart Card Reader, Contactless Smart Card Reader/ NFC with FIPS 140-2 Level 3 (Spring 2016) Dell Control Vault 2 Optional FIPS Touch Finger Print Reader, Contacted FIPS 201 Smart Card Reader, Contactless Smart Card Reader/NFC with FIPS 140-2 Level 3 (Spring 2016) Dell Control Vault 2 Optional Contacted FIPS 201 Smart Card Reader with Control Vault 2 FIPS 140-2 Level 3 (Spring 2016) Certification Optional Hardware Crypto Accelerator (HCA) FIPS 140-2 Level 3 Certification DDP Security Tools DDP Protected Workspace (1 year subscription included) Optional DDP Encryption Software Optional DDP Endpoint Security Software Lock slot	
Docking	EDocking Dell Wireless Dock (Optional, sold separately, requires optional installed Intel Tri-Band Wireless-AC 18260 WiGig + Wi-Fi + BT4.1 (Winter 2016)	EDocking Dell Wireless Dock (Optional, sold separately, requires optional installed Intel Tri-Band Wireless-AC 18260 WiGig + Wi-Fi + BT4.1 (Winter 2016) Dell Dock (optional, sold separately) Dell Thunderbolt Dock (optional, sold separately)
Optical Drive Options	External Options Only	
Multimedia	High Quality Speakers Headset/mic combo jack Noise reducing array microphones Optional HD or FHD video webcam. No web cam option	

⁶ GB means 1 billion bytes and TB equals 1 trillion bytes; actual capacity varies with preloaded material and operating environment and will be less.

⁷ Field upgradable from FIPS 140-2 Certified TPM 1.2

Latitude 15 5000 Series (E5570)		
Battery Options	47 Whr (3 Cell) Lithium Polymer battery with ExpressCharge (UMA) 62 Whr (4 Cell) Lithium Polymer battery with ExpressCharge 62 Whr (4 Cell) Long Life Cycle Lithium Polymer battery with ExpressCharge	62 Whr (4 Cell) Lithium Polymer battery with ExpressCharge 62 Whr (4 Cell) Long Life Cycle Lithium Polymer battery with ExpressCharge (Winter 2016) 84 Whr (6 Cell) Lithium Polymer battery with ExpressCharge 84 Whr (6 Cell) Long Life Cycle Lithium Polymer battery with ExpressCharge (Winter 2016)
Power Options	65W adapter 65W BFR/PVC free adapter	65W adapter 65W BFR/PVC free adapter 90W adapter
Connectivity options ^{8,9}	10/100/1000 Ethernet Wireless LAN Options: Dell Wireless 1820 802.11AC Dual-Band Wi-Fi + BT 4.1 Wireless Card (2x2) Intel Dual-Band Wireless-AC 8260 Wi-Fi Wireless Card (No BT) (2x2) Intel Dual-Band Wireless-AC 8260 Wi-Fi + BT 4.1 Wireless Card (2x2) Dell Wireless 1820A Dual-Band Wireless-AC + BT 4.1 (2x2) (Winter 2016) Optional Mobile Broadband Options: ^{10, 11} Qualcomm Snapdragon X7 LTE-A (DW5811e) (EMEA/APJ/ROW) Qualcomm Snapdragon X7 LTE-A (DW5811e) for AT&T (Winter 2016), Verizon, Sprint	
Ports, Slots & Chassis	3 USB 3.0 (one with PowerShare), HDMI, VGA Network connector (RJ-45), external SIM card tray option SD 4.0 Memory card reader Headset/mic combo jack Optional Contacted SmartCard Reader and touch Fingerprint Reader Two M.2 Expansion slots: 1 WWAN/HCA and 1 WLAN/BT/WiGig EDock port Lock slot	3 USB 3.0 (one with PowerShare), HDMI, VGA Network connector (RJ-45), external SIM card tray option SD 4.0 Memory card reader Headset/mic combo jack Optional Contacted SmartCard Reader and touch Fingerprint Reader Two M.2 Expansion slots: 1 WWAN/HCA and 1 WLAN/ BT/WiGig EDock port Lock slot Thunderbolt 3 (Winter 2016)
Dimensions & Weight ¹²	Width: 14.8" / 377.1mm Height (front): 0.9" / 23.8mm Depth: 9.9" / 252.6mm Starting weight: 4.37 lbs. / 1.98 kg (3 cell battery, M.2 SSD, non-touch HD LCD)	Width: 14.8" / 377.1mm Height (front): 1.0" / 24.6mm Depth: 9.9" / 252.6mm Starting weight: 4.61 lbs. / 2.09 kg (4 cell battery, M.2 SSDA, non-touch, FHD LCD)

⁸ Miracast Wireless Technology: Requires a compatible media adapter (sold separately) and an HDMI-enabled display.

⁹ Intel Wireless Display: Requires an Intel wireless card, a compatible media adapter (sold separately) and an HDMI or composite AV-enabled display.

¹⁰ Wireless antenna available only at time of system purchase

¹¹ Mobile Broadband Subject to service provider's broadband subscription and coverage area; additional charges apply.

Latitude 15 5000 Series (E5570)

Regulatory and Environmental Compliance	Regulatory Model: P48F Regulatory Type: P48F001 ENERGY STAR 6.1 EPEAT Gold Registered. For specific country participation and rating, please see www.epeat.net BFR/PVC free ¹³ TAA configurations available
Input	Dual Pointing non-backlit Keyboard Dual Pointing backlit Keyboard Multi-touch Touchpad
Systems Management	Intel vPro Technology (iAMT 11.0) (optional, requires Intel WiFi Link WLAN and a vPro compatible processor), Dell Client Command Suite available (dell.com/command), Factory Installed Dell Client Command Update, Factory Installed Dell Command Power Manager
Warranty and Service	Limited Hardware Warranty ¹⁴ Standard 1 year Mail-in Service after Remote Diagnosis ¹⁵ optional 3, 4 and 5 year hardware warranty extensions and 3-5 year Dell ProSupport contracts available ¹⁶
Peripheral Ecosystem	Purpose built ecosystem to enable productivity on the go or at the desk. Includes Dell E-Port Replicator, Dell Power Companions, Dell Wireless Dock, Dell Professional Briefcase, Dell 24" Monitor, and Dell Wireless Keyboard and Mouse

¹² Weights vary depending on configuration and manufacturing variability.

¹³ Dell Latitude 5000 Series are brominated flame retardant free (BFR-free) and polyvinyl chloride free (PVC-free); meeting the definition of BFR-/PVC-free as set forth in the iNEMI Position Statement on the 'Definition of Low-Halogen Electronics (BFR-/CFR-/PVC-free)'. Plastic parts contain less than 1,000 ppm (0.1%) of bromine (if the Br source is from BFRs) and less than 1,000 ppm (0.1%) of chlorine (if the Cl source is from CFRs or PVC or PVC copolymers). All printed circuit board (PCB) and substrate laminates contain bromine/chlorine total less than 1,500 ppm (0.15%) with a maximum chlorine of 900 ppm (0.09%) and maximum bromine being 900 ppm (0.09%).

¹⁴ Limited Hardware Warranty: For copy of Limited Hardware Warranty, write Dell USA LP, Attn: Warranties, One Dell Way, Round Rock, TX 78682 or see www.dell.com/warranty

¹⁵ Onsite Service after Remote Diagnosis: Remote Diagnosis is determination by online/phone technician of cause of issue; may involve customer access to inside of system and multiple or extended sessions. If issue is covered by Limited Hardware Warranty (www.dell.com/warranty) and not resolved remotely, technician and/or part will be dispatched, usually within 1 business day following completion of Remote Diagnosis. Availability varies. Other conditions apply.

¹⁶ Dell Services: Availability and terms of Dell Services vary by region. For more information, visit www.dell.com/servicedescriptions.

Dell Precision 17 7000 Series (7710)

Dell's most powerful mobile workstation ever

Highlights:

- Advanced cooling solution with dual fans and improved airflow
- 17.3" display with optional 4K Ultra HD
- 6th gen Intel Core & mobile Intel Xeon processors
- AMD FirePro and NVIDIA Quadro professional graphics options
- Up to 4TB storage using ultra-fast PCIe SSDs, including RAID 0/1/5 support
- Dell Precision Optimizer automatically tunes your Workstation to run specific programs at the fastest speeds possible



Design

The goal was to create a workstation with tower-like performance in a form factor that is not only mobile, but one that a person would be proud to carry. New technologies and premium materials were used to create a device that delivers the most performance possible, while being truly mobile and beautiful to look at. With advanced Dell's cooling solution, even the most processor-intensive applications will never drop out of turbo frequencies.

Performance

Every Dell Precision comes with the Dell Precision Optimizer installed. The software, which can be centrally managed using your existing System Center Configuration Manager (SCCM) console, enables users to experience increased application performance and productivity from their Dell Precision workstation by automatically adjusting system settings based on the needs of specific professional software applications. The Dell Precision 17 7000 Series includes the latest 6th Generation Intel Core and the world's first Intel Xeon mobile processors and the choice of NVIDIA Quadro or AMD FirePro professional graphics cards to make the most of user's time. The Dell Precision 17 7000 supports RAID and up to 4TB storage, including ultra-fast PCIe NVMe SSDs.

Reliability

Dell invests thousands of hours with Independent Software Vendors (ISV) rigorously testing Precision workstations to deliver a tested, and fully optimized workstation. Dell partners with companies like Autodesk, Adobe, and Solidworks and many others to ensure Dell Precision workstations work harmoniously with customer's software as well as improve the quality of technical support. If needed, Dell ProSupport Plus is the most complete service and support offering in the industry.

Recommended accessories

Dell offers a complete portfolio of recommended accessories for your Dell Precision workstations. These accessories including docking, the world's #1 Dell monitor brand, industry-specific peripherals and carrying cases.

Precision 17 7000 Series (7710)

Precision 17 7000 Series (7710)	
Processors ¹	Intel Core Xeon E3-1575M v5 Quad Core Xeon 3.00GHz, 3.90GHz Turbo, 8MB 45W Intel Core Xeon E3-1545M v5 Quad Core Xeon 2.90GHz, 3.80GHz Turbo, 8MB 45W Intel Core Xeon E3-1535M v5 Quad Core Xeon 2.90GHz, 3.80GHz Turbo, 8MB 45W Intel Core Xeon E3-1505M v5 Quad Core Xeon 2.80GHz, 3.70GHz Turbo, 8MB 45W Intel Core i7-6920HQ Quad Core 2.90GHz, 3.80GHz Turbo, 8MB 45W Intel Core i7-6820HQ Quad Core 2.70GHz, 3.60GHz Turbo, 8MB 45W Intel Core i5-6300HQ Quad Core 2.30GHz, 3.20GHz Turbo, 6MB 45W
Operating Systems ²	Windows 7 Pro (64-bit) Windows 8.1 Pro (64-bit) Windows 10 Home (64-bit) Canonical Ubuntu 14.04 SP1
Chipset	Intel Mobile CM236
Memory ³	4 DIMM slots: up to 64GB DDR4 2133MHz Up to 32GB DDR4 2667MHz SuperSpeed memory Up to 64GB ECC DDR4 2133MHz
Graphics	AMD FirePro W5170M w/2GB GDDR5 dedicated memory AMD FirePro W7170M w/4GB GDDR5 dedicated memory Nvidia Quadro M3000M w/4GB GDDR5 dedicated memory Nvidia Quadro M4000M w/4GB GDDR5 dedicated memory Nvidia Quadro M5000M w/8GB GDDR5 dedicated memory Intel HD Graphics P580, P530, & 530
Display Options	17.3" UltraSharp FHD IPS(1920x1080) Wide View Anti-Glare LED-backlit with Premium Panel Guarantee (72% color gamut) 17.3" UltraSharp UHD IGZO(3840x2160) PremierColor Wide View Anti-Glare LED-backlit with Premium Panel Guarantee (100% Adobe color gamut)
Storage Options ⁴	Support for three storage devices: two M.2 PCIe solid state drive and one 2.5" PCIe/SATA drive: Dell Fast ResponseFree Fall Sensor standard Hard Disk Drive (HDD): 2.5" 500GB 7200RPM up to 2TB 2.5" 5400RPM SATA 6Gb/s Solid State Drive (SSD): 256GB, 512GB, 512GB SED, 1TB 2.5" SATA 6Gb/s M.2 PCIe NVMe Solid State Drive (M.2 SSD): 256GB, 512GB, 512GB SED 1TB SSD
Communication Options ⁵	Wired: Integrated Intel 82580 10/100/1000 Gigabit Ethernet Wireless LAN & Bluetooth: Intel 8260 Dual-Band 2x2 802.11 ac (Miracast) Bluetooth 4.1 Dell DW1820A 2x2 801.11ac + Bluetooth 4.1 Mobile Broadband & GPS: DW5811e (Gobi 4g/LTE - FMC)

¹ Intel Turbo Boost mode only available on Xeon, Core i7 and Core i5 processors. Intel Integrated HD graphics only available with select processors.

² A 64-bit operating system is required to support 4GB or more of system memory.

³ GB means 1 billion bytes and TB equals 1 trillion bytes; actual capacity varies with preloaded material and operating environment and will be less.

⁴ GB means 1 billion bytes and TB equals 1 trillion bytes; significant system memory may be used to support graphics, depending on system memory size and other factors.

⁵ Miracast wireless technology: requires a compatible media adapter (sold separately) and an HDMI-enabled display.

Precision 17 7000 Series (7710)	
Multimedia	Dual integrated high quality speakers and optional dual integrated noise cancelling digital array microphones MaxxAudio Pro by Waves Optional integrated light sensitive HD video webcam
I/O Ports and Connectors	1 x SD Card Reader (SD, SDHC, SDXC, supporting up to 64GB); 1 x Thunderbolt 3 optional; 4 x USB3.0 with PowerShare; 1 x mDP; 1 x HDMI; 1 x Headphone and microphone combo jack; 1 x SmartCard Reader (optional)
Security ⁶	Intel Platform Trust Technology, Trusted Platform Module (TPM) 1.2, Chassis lock slot support Support for optional Computrace and Optional SmartCard Reader, Contactless SmartCard Reader/Fingerprint Reader or FIPS Fingerprint Reader
Dimensions	Width: 16.42"/417.04mm x Depth: 11.08"/281.44mm x Height (front-Rear): Front 1.12"/28.5mm - Rear 1.36"/34.49mm
Battery	72Whr Lithium Ion polymer battery; 91Whr Lithium Ion polymer battery; 85Whr long life battery
Weight ⁷	Starting at 3.42kg (7.55lb) with SSD
Power Adaptor	240 Watt AC adapter (7mm barrel)
Regulatory and Environmental Compliance ⁸	ENERGY STAR 6.1; EPEAT registered
Recommended Accessories	YES
TAA Configurations available	YES

Some options available only in select regions; ISV certification applies to select configurations.

⁶ Computrace is not a Dell offer. Certain conditions apply. For full details, see terms and conditions at www.absolute.com/en/about/legal/agreements.

⁷ Weights vary depending on configuration and manufacturing variability.

⁸ See epeat.net for specific registration rating/status by country. For a complete listing of declarations & certifications, see Dell's regulatory & compliance homepage at dell.com/regulatory_compliance. Availability and terms of Dell Services vary by region. For more information, visit Dell.com/servicecontracts/global; Limited Hardware Warranty available by writing Dell USA LP, Attn: Warranties, One Dell Way, Round Rock, TX 78682 or see www.dell.com/warranty; Onsite Service after Remote Diagnosis: Remote Diagnosis is determination by online/phone technician of cause of issue; may involve customer access to inside of system and multiple or extended sessions. If issue is covered by Limited Hardware Warranty (www.dell.com/warranty) and not resolved remotely, technician and/or part will be dispatched, usually within 1 business day following completion of Remote Diagnosis. Availability varies. Other conditions apply.

Latitude 13 3000 Series (3379)

Latitude 3000 2-in-1 convertible offers an upscale set of standard features wrapped in brushed aluminum design. It has 4 modes (laptop, tent, stand and tablet) to help make the most of this versatile design's 360-degree hinge. Windows 10 makes it easy to switch quickly between tablet and desktop modes.

FHD resolution (1920x1080) and a wide-angle viewing display provides a crisp, detailed picture on-screen and is easy to position for clear viewing. The latest Intel Core processors and available graphics handle today's software easily and provides responsive performance whether it is surfing the web, preparing a presentation or editing videos.

Dell Data Protection is available to protect your intellectual property and your system applications from malicious viruses. Threat prevention, enterprise-class encryption and authentication are also available. In fact, testing shows that Dell's protection is 99% effective against threats compared to traditional top antivirus solutions that have only been able to catch an average of 50% of the same threats.



Latitude 13 3000 Series (3379)	
Processor	Intel Pentium Processor 4405U (2M Cache, up to 2.1 GHz) 6th Generation Intel Core i3-6100U Processor (3M Cache, up to 2.30 GHz) 6th Generation Intel Core i5-6200U Processor (3M Cache, up to 2.80 GHz) 6th Generation Intel Core i5-6300U Processor (3M Cache, up to 3.00 GHz) ¹
Operating System	Windows 10 Home 64-bit Windows 10 Pro, 64-bit Microsoft Office Microsoft Office 30 Day Trial
Security Software	McAfee LiveSafe 30 Day Trial
Memory	Up To 16GB DDR4 2133MHz
Video Card	Integrated Intel HD Graphics 520
Display	13.3-inch FHD (1920 x 1080) Truelife LED-Backlit Touch Display with Wide Viewing Angle (IPS) No active pen support at this time for using a stylus.
Audio and Speakers	2 tuned speakers; audio processing by Waves MaxxAudio Pro 1 combo headphone / microphone jack
Hard Drive	Up to 512GB3 Solid State hard drive
Power Battery	42 WHr, 3-Cell Battery, Integrated A/C Adapter 45 Watt AC Adapter
Camera	Standard Widescreen HD (720p) Infrared Webcam w/Dual Digital Microphone Array
Wireless	802.11ac + Bluetooth 4.0, Dual Band 2.4 & 5 GHz, 2x2
Dimensions	Height: 0.74" - 0.76" (18.7 mm - 19.2 mm) x Width: 12.69" (322.4 mm) x

¹ Available Q4 2016

Latitude 13 3000 Series (3379)	
	Depth: 8.82" (224.0 mm)
Weight	Starting weight is 3.52 lb (1.60 kg) when equipped with 4 GB DDR4 system memory, SSD, FHD touch display and 3-cell 42 WHr battery, as tested by Dell labs April, 2016.
Battery Life	Up to 8 hr, 24 min with Intel Core i5-6200U CPU, 8 GB DDR4 mem, 256 GB SSD, FHD touch display
Ports Side	HDMI v1.4a USB 3.0 (incl 1 with PowerCharge) 1 USB 2.0 1 Noble lock security slot 1 Headphone/Mic 1 USB Type C
Media Card Reader	1 Micro SD card reader (SD/SDHC/SDXC)
Keyboard	Standard backlit full-size, spill-resistant keyboard
Environmental and Regulatory	E-Star 6.1 and EPEAT Silver

Latitude 11 5000 Series 2-in-1 (5175/5179 Security Edition)

Flexibility & Security in One

The world's most secure 2-in-1 for business, the Latitude 11 5000 Series 2-in-1 combines the flexibility of two devices with the power and reliability of one. It's the future ready 2-in-1 that is as manageable as it is mobile.



The new Latitude 11 7000 Series 2-in-1 is packed with the latest industry-leading technologies, including 6th gen Intel Core M processors and USB Type-C connectivity for docking, power, video, audio and data with one single cable.

Built with premium materials, including magnesium alloy Corning Concore Glass, which provides 5x better surface damage resistance for thinner devices and higher durability than traditional displays.

Additionally, choose to work the way you feel most productive with two keyboards options and a suite of purpose-built accessories that can help you stay connected and fully-charged while on-the-go.

Key features	Why it matters
<i>Thin and sleek 10.8" FHD 2-in-1 tablet</i>	A brilliant and sharp display that's easy on the eyes in the smaller screen size. An ideal design for effortless mobility.
<i>Premium materials such as lightweight Magnesium and hardened glass</i>	Solid feel and beautiful materials. MIL-STD tested to provide functionality after tests for durability, pressure, temperature, humidity, shock and vibration.
<i>Mobility & Productivity keyboards with backlit keys.</i>	Improved productivity in dim conditions. Extend tablet battery life. Cover more use cases which require flatter viewing angles. Productivity keyboard includes extra battery option, and Mobility keyboard offers multiple with adjustable kickstand for viewing at different angles
<i>SmartCard and FingerPrint Reader (available on the 5179 Secure Edition only) and Self-Encrypting SSD's</i>	Customers who require maximum security thru 2-factor authentication and data encryption will find it in the most secure 2-in-1 in the world.
<i>40 pin or USB Type-C docking for one cable for power, data, video and a desktop experience</i>	Flexibility to connect to tablet desktop dock or the standard Latitude Dell dock. Easy docking using DisplayPort over USB Type-C. Simplifies cabling with one single cable to provide power, Ethernet, audio, USB and video and enables users to quickly and easily connect.
<i>Dell Active Stylus for a true writing experience</i>	Industry-leading accuracy. True writing experience, click to open OneNote or Evernote

Latitude 11 5000 Series 2-in-1 (5175/5179 Security Edition)¹

Processor Options ¹	6th Generation: Intel Core m3-6Y30 Processor (4M Cache, up to 2.20 GHz) Intel Core m5-6Y57 Processor (4M Cache, up to 2.80 GHz) with vPro
Operating System ²	Microsoft Windows 8.1 64-bit Microsoft Windows 8.1 Pro 64-bit Microsoft Windows 8.1 Single Language 64-bit Microsoft Windows 10 Home 64-bit Microsoft Windows 10 Pro 64-bit Microsoft Windows 10 Single Language 64-bit
Memory Options ³	LPDDR3 SDRAM 1600MHz; 4GB or 8GB
Chipset	Integrated with the Processor
Graphics ⁴	Intel HD Graphics 515
Display	10.8" FHD Touch with Corning Concore Glass (1920 x 1080), Anti-Finger Print, (16:9), 360 nits
Storage Options ⁵	SSD M.2 128G SATA SSD M.2 256G SATA SSD M.2 512G SATA SSD M.2 256G PCIe NVMe (March 2016) SSD M.2 512G PCIe NVMe (March 2016) SSD M.2 SED 256G SATA (Opal 2.0) SSD M.2 SED 512G SATA (Opal 2.0) (March 2016)
Security	TPM 2.0 (TCG/FIPS-140-2 certification pending Spring 2016) Dell ControlVault 2.0 Contacted FIPS 201 Smartcard reader (5179 Only) Dell ControlVault 2.0NFC Contactless Smartcard reader (5179 Only) Dell ControlVault 2.0 Touch Fingerprint reader (5179 only) Optional Computrace ⁶ Noble Lock Set Dell Data Protection Security Tools Dell Data Protection Protected Workspace (1 year subscription included) Dell Data Protection Encryption (optional) Dell Data Protection Endpoint Security Suite (optional) Dell Data Protection Endpoint Recovery (optional)
Docking Options	Dell Tablet Dock (65W) Dell Dock (130W) - Type C Compatible
Optical Drive Options	External Options Only

¹ Offering may also vary by country and by configuration.

² A 64-bit operating system is required to support 4GB or more of system memory.

³ GB means 1 billion bytes and TB equals 1 trillion bytes; actual capacity varies with preloaded material and operating environment and will be less.

⁴ Significant system memory may be used to support graphics, depending on system memory size and other factors.

⁵ GB means 1 billion bytes and TB equals 1 trillion bytes; actual capacity varies with preloaded material and operating environment and will be less.

⁶ COMPUTRACE Not a Dell offer. Certain conditions apply. For full details, see terms and conditions at www.absolute.com/en/about/legal/agreements. There is a BIOS setup option to enable it. The default setting is Deactivate. Settings->Security->Computrace->Deactivate/Disable/Activate.

Latitude 11 5000 Series 2-in-1 (5175/5179 Security Edition) ¹	
Multimedia	Stereo Speakers with MaxxAudio Pro Headphone/Microphone combo jack Volume Up/Down Rocker 5MP Integrated Camera (user-facing fixed focus) 8MP Integrated Camera (world-facing auto focus)
Battery Options	35WHr (2 Cell) battery - Field Replaceable
Power Options	30W (3' AC/6' DC Type C)
Connectivity options^{7, 8, 9}	Intel Dual Band Wireless-AC 8260 802.11AC Wi-Fi + BT 4.1 LE Wireless Card (2x2) Low Power Intel Pro WiDi & Miracast NXP NFC (optional for 5175) Dell ControlVault 2.0 NFC (5179 only) Optional Mobile Broadband Options: Dell Wireless Qualcomm Snapdragon X7 LTE (DW5811E for AT&T, Sprint, Verizon, and Generic for ROW) Dell Wireless Qualcomm Snapdragon X7 HSPA+ (DW5811E for China/Indonesia)
Ports, Slots & Chassis	1 x USB 3.0 Type C 1 x Full Size USB 3.0 Type A 1 x micro HDMI SD 4.0 Memory Card Reader (3-in-1; micro, SD,SDHC,SDIO,SDXC with UHS) 1 x micro SIM card slot (on WWAN only) Pogo Pins for Keyboard Connectivity & 40-pin Connector for Dell Tablet Dock Connectivity Noble Lock Slot
Dimensions & Weight¹⁰	Width Tablet: 11.0 inches (279.8mm) Height Tablet: 5175 - 0.42 inches (10.78mm), 5179 - 0.56 inches (14.32mm) Height Tablet with Keyboard (closed): 5175 - 0.84 inches (21.23mm), 5179 - 0.97 inches (24.75mm) Height Tablet with Slim Keyboard (closed): 5175 - 0.83 inches (21.0mm), 5179 - 0.96 inches (24.3mm) Length Tablet: 6.96 inches (176.8mm) Starting Weight Tablet: 5175 - 1.56 lbs (0.71kg/709.8g); 5179 - 1.67 lbs (0.76kg/757.8g) Starting Weight Tablet with Keyboard: 5175 - 3.15 lbs (1.43kg/1429.8g); 5179 - 3.26 lbs (1.48kg/1477.8g) Starting Weight Tablet with Slim Keyboard: 5175 - 2.65 lbs (1.20kg/1202.8g); 5179 - 2.76 lbs (1.25kg/1250.8g)

⁷ NFC on Enterprise version is stand-alone NXP solution and NFC on Enterprise-Secure is Broadcom USH-based solution. Tap to Pay will not be supported. Tap to Login is only supported in the USH SKU.

⁸ Miracast & WIDI Technology: Requires a compatible media adapter (sold separately) and an HDMI-enabled display or a display with built-in capabilities.

⁹ Intel Wireless Display: Requires an Intel wireless card, a compatible media adapter (sold separately) and an HDMI or composite AV-enabled display.

¹⁰ Weights vary depending on configuration and manufacturing variability.

Latitude 11 5000 Series 2-in-1 (5175/5179 Security Edition)¹

Regulatory and Environmental Compliance	Regulatory Model: T04E Regulatory Type: T04E001 ENERGY STAR 6.1 EPEAT Gold Registered. For specific country participation and rating, please see www.epeat.net TAA Compliant (5179 only) China ESPL Hg-Free/Arsenic-Free BFR/PVC free ¹¹
Input	Touch Display Integrated Array Microphones: 3 Edge and 1 Rear Active Pen (Optional) 2 Backlit Keyboards with Precision touchpad (Optional)
Sensors	Gyroscope, eCompass/Magnetometer, Accelerometer/FFS, GPS (via WWAN Card only), Hall Effect
Systems Management	Intel vPro (iAMT 11.0) Technology's advanced management features (optional, requires Intel WiFi Link WLAN and a vPro compatible processor), Dell Client Command Suite available (dell.com/command), Factory Installed Dell Client Command Update, Factory Installed Dell Command Power Manager
Warranty¹² and Service¹³, ¹⁴	Limited Hardware Warranty Standard 1 year Mail-in Service after Remote Diagnosis optional 3, 4 and 5 year hardware warranty extensions and 3-5 year Dell ProSupport contracts available
Peripheral Ecosystem	Dell Tablet Dock, Dell Dock, Dell Tablet Stand, Dell Latitude 11 Rotating Folio, Dell UltraSharp 27 Monitor U2715H, Dell Wireless Keyboard and Mouse - KM636, Dell Active Pen, Dell Latitude 11 Keyboard with Active pen garage, Dell Latitude 11 Keyboard Folio, Dell Adapter - USB-C to HDMI/VGA/Ethernet/USB 3.0, Dell 24 Wireless Monitor U2417HWi (launch in April 2016)

¹¹ Dell Latitude products are brominated flame retardant free (BFR-free) and polyvinyl chloride free (PVC-free) except the Power Supply Adapters; meeting the definition of BFR-/PVC-free as set forth in the INEMI Position Statement on the 'Definition of Low-Halogen Electronics (BFR-/CFR-/PVC-free)'. Plastic parts contain less than 1,000 ppm (0.1%) of bromine (if the Br source is from BFRs) and less than 1,000 ppm (0.1%) of chlorine (if the Cl source is from CFRs or PVC or PVC copolymers). All printed circuit board (PCB) and substrate laminates contain bromine/chlorine total less than 1,500 ppm (0.15%) with a maximum chlorine of 900 ppm (0.09%) and maximum bromine being 900 ppm (0.09%).

¹² Limited Hardware Warranty: For copy of Limited Hardware Warranty, write Dell USA LP, Attn: Warranties, One Dell Way, Round Rock, TX 78682 or see www.dell.com/warranty.

¹³ Onsite Service after Remote Diagnosis: Remote Diagnosis is determination by online/phone technician of cause of issue; may involve customer access to inside of system and multiple or extended sessions. If issue is covered by Limited Hardware Warranty (www.dell.com/warranty) and not resolved remotely, technician and/or part will be dispatched, usually within 1 business day following completion of Remote Diagnosis. Availability varies. Other conditions apply

¹⁴ Dell Services: Availability and terms of Dell Services vary by region. For more information, visit www.dell.com/servicedescriptions.

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Product: DELL OptiPlex 3040 SFF
 CAB: Green Electronics Council CAB
 Country: United States
 Product Type: Desktops
 Manufacturer: Dell, Inc.
 URL:

Rating:



Registration Date: 11/12/2015

Product Status: ■ Active

Exceptions: Registration is valid only for products configured with an operating system with ENERGY STAR compliant power management features and power supply. Without such features, desktop and notebook computers may not conform to 4.5.1.1 ENERGY STAR and would not be in conformance with EPEAT.

Manufacturer

Part #:

UPC:

EAN:

Consumer or Institutional: Not Indicated

EPEAT Criteria Detail

Yes R 4.1.1.1 Compliance with provisions of European RoHS Directive upon its effective date

Yes O 4.1.2.1 Elimination of intentionally added cadmium

Yes O 4.1.5.1 Elimination of intentionally added hexavalent chromium

Yes R 4.1.6.1 Elimination of intentionally added SCCP flame retardants and plasticizers in certain applications

Yes O 4.1.6.2 Large plastic parts free of certain flame retardants classified under European Council Directive 67/548/EEC

Yes O 4.1.7.1 Batteries free of lead, cadmium and mercury

- Yes** **O** 4.1.8.1 Large plastic parts free of PVC
- Yes** **R** 4.2.1.1 Declaration of postconsumer recycled plastic content (%): 9
- No** **O** 4.2.1.2 Minimum content of postconsumer recycled plastic
- No** **O** 4.2.1.3 Higher content of postconsumer recycled plastic
- Yes** **R** 4.2.2.1 Declaration of renewable/bio-based plastic materials content (%): 0
- No** **O** 4.2.2.2 Minimum content of renewable/bio-based plastic material
- Yes** **R** 4.2.3.1 Declaration of product weight (lbs): 12.11 Pounds
- Yes** **R** 4.3.1.1 Identification of materials with special handling needs
- Yes** **R** 4.3.1.2 Elimination of paints or coatings that are not compatible with recycling or reuse
- Yes** **R** 4.3.1.3 Easy disassembly of external enclosure
- Yes** **R** 4.3.1.4 Marking of plastic components
- Yes** **R** 4.3.1.5 Identification and removal of components containing hazardous materials
- Yes** **O** 4.3.1.6 Reduced number of plastic material types
- Yes** **O** 4.3.1.7 Molded/glued in metal eliminated or removable
- Yes** **R** 4.3.1.8 Minimum 65 percent reusable/recyclable
- Yes** **O** 4.3.1.9 Minimum 90 percent reusable/recyclable
- Yes** **O** 4.3.2.1 Manual separation of plastics
- Yes** **O** 4.3.2.2 Marking of plastics
- Yes** **R** 4.4.1.1 Availability of additional three year warranty or service agreement
- Yes** **R** 4.4.2.1 Upgradeable with common tools
- Yes** **O** 4.4.2.2 Modular design
- Yes** **O** 4.4.3.1 Availability of replacement parts
- Yes** **R** 4.5.1.1 ENERGY STAR®: 6.1-Computers
- Yes** **O** 4.5.2.1 Renewable energy accessory available
- No** **O** 4.5.2.2 Renewable energy accessory standard
- Yes** **R** 4.8.1.1 Reduction/elimination of intentionally added toxics in packaging
- Yes** **R** 4.8.2.1 Separable packing materials
- Yes** **O** 4.8.2.2 Packaging 90% recyclable and plastics labeled
- Yes** **R** 4.8.3.1 Declaration of recycled content in packaging Solid fiber boxes=30-40;Foam=0-0;
- Yes** **O** 4.8.3.2 Minimum postconsumer content guidelines
- No** **O** 4.8.4.1 Provision of take-back program for packaging
- No** **O** 4.8.5.1 Documentation of reusable packaging
- Yes** **R** 4.6.1.1 Provision of product take-back service
- Yes** **O** 4.6.1.2 Auditing of recycling vendors
- Yes** **R** 4.6.2.1 Provision of rechargeable battery take-back service: Partner:Call2Recycle Link:
<http://www.call2recycle.org/>
- Yes** **R** 4.7.1.1 Demonstration of corporate environmental policy consistent with ISO 14001
- Yes** **R** 4.7.2.1 Self-certified environmental management system for design and manufacturing organizations
- Yes** **O** 4.7.2.2 Third-party certified environmental management system for design and manufacturing organizations
- Yes** **R** 4.7.3.1 Corporate report consistent with Performance Track or GRI
- Yes** **O** 4.7.3.2 Corporate report based on GRI

EPEAT Criteria Summary

Criteria Category Summary

Optional
Points

5/5

4.1 Reduction/elimination of environmentally sensitive materials	
4.2 Materials selection	0/3
4.3 Design for end of life	5/5
4.4 Product longevity/life cycle extension	2/2
4.5 Energy conservation	1/2
4.6 End of life management	1/1
4.7 Corporate performance	2/2
4.8 Packaging	2/4
Total Optional Points: 18/24	

This Product is also registered in:

- [Australia](#)
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- [Finland](#)
- [France](#)
- [Germany](#)
- [India](#)
- [Japan](#)
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Product: DELL Dell Precision Tower 3620
 CAB: Green Electronics Council CAB
 Country: United States
 Product Type: Desktops
 Manufacturer: Dell, Inc.
 URL:

Rating:



Registration Date: 10/15/2015

Product Status: ■ Active

Exceptions: Registration is valid only for products configured with an operating system with ENERGY STAR compliant power management features and power supply. Without such features, desktop and notebook computers may not conform to 4.5.1.1 ENERGY STAR and would not be in conformance with EPEAT.

Manufacturer

Part #:

UPC:

EAN:

Consumer or Institutional: Not Indicated

EPEAT Criteria Detail

Yes R 4.1.1.1 Compliance with provisions of European RoHS Directive upon its effective date

Yes O 4.1.2.1 Elimination of intentionally added cadmium

Yes O 4.1.5.1 Elimination of intentionally added hexavalent chromium

Yes R 4.1.6.1 Elimination of intentionally added SCCP flame retardants and plasticizers in certain applications

Yes O 4.1.6.2 Large plastic parts free of certain flame retardants classified under European Council Directive 67/548/EEC

Yes O 4.1.7.1 Batteries free of lead, cadmium and mercury

- Yes** **O** 4.1.8.1 Large plastic parts free of PVC
- Yes** **R** 4.2.1.1 Declaration of postconsumer recycled plastic content (%): 0
- No** **O** 4.2.1.2 Minimum content of postconsumer recycled plastic
- No** **O** 4.2.1.3 Higher content of postconsumer recycled plastic
- Yes** **R** 4.2.2.1 Declaration of renewable/bio-based plastic materials content (%): 0
- No** **O** 4.2.2.2 Minimum content of renewable/bio-based plastic material
- Yes** **R** 4.2.3.1 Declaration of product weight (lbs): 11.68 Pounds
- Yes** **R** 4.3.1.1 Identification of materials with special handling needs
- Yes** **R** 4.3.1.2 Elimination of paints or coatings that are not compatible with recycling or reuse
- Yes** **R** 4.3.1.3 Easy disassembly of external enclosure
- Yes** **R** 4.3.1.4 Marking of plastic components
- Yes** **R** 4.3.1.5 Identification and removal of components containing hazardous materials
- Yes** **O** 4.3.1.6 Reduced number of plastic material types
- Yes** **O** 4.3.1.7 Molded/glued in metal eliminated or removable
- Yes** **R** 4.3.1.8 Minimum 65 percent reusable/recyclable
- Yes** **O** 4.3.1.9 Minimum 90 percent reusable/recyclable
- Yes** **O** 4.3.2.1 Manual separation of plastics
- Yes** **O** 4.3.2.2 Marking of plastics
- Yes** **R** 4.4.1.1 Availability of additional three year warranty or service agreement
- Yes** **R** 4.4.2.1 Upgradeable with common tools
- Yes** **O** 4.4.2.2 Modular design
- Yes** **O** 4.4.3.1 Availability of replacement parts
- Yes** **R** 4.5.1.1 ENERGY STAR®: 6.0-Computers
- Yes** **O** 4.5.2.1 Renewable energy accessory available
- No** **O** 4.5.2.2 Renewable energy accessory standard
- Yes** **R** 4.8.1.1 Reduction/elimination of intentionally added toxics in packaging
- Yes** **R** 4.8.2.1 Separable packing materials
- Yes** **O** 4.8.2.2 Packaging 90% recyclable and plastics labeled
- Yes** **R** 4.8.3.1 Declaration of recycled content in packaging Solid fiber boxes=90-90;Foam=90-90;
- Yes** **O** 4.8.3.2 Minimum postconsumer content guidelines
- No** **O** 4.8.4.1 Provision of take-back program for packaging
- No** **O** 4.8.5.1 Documentation of reusable packaging
- Yes** **R** 4.6.1.1 Provision of product take-back service
- Yes** **O** 4.6.1.2 Auditing of recycling vendors
- Yes** **R** 4.6.2.1 Provision of rechargeable battery take-back service: Partner:Call2Recycle Link:
<http://www.call2recycle.org/>
- Yes** **R** 4.7.1.1 Demonstration of corporate environmental policy consistent with ISO 14001
- Yes** **R** 4.7.2.1 Self-certified environmental management system for design and manufacturing organizations
- Yes** **O** 4.7.2.2 Third-party certified environmental management system for design and manufacturing organizations
- Yes** **R** 4.7.3.1 Corporate report consistent with Performance Track or GRI
- Yes** **O** 4.7.3.2 Corporate report based on GRI

EPEAT Criteria Summary

Criteria Category Summary

Optional
Points

5/5

4.1 Reduction/elimination of environmentally sensitive materials	
4.2 Materials selection	0/3
4.3 Design for end of life	5/5
4.4 Product longevity/life cycle extension	2/2
4.5 Energy conservation	1/2
4.6 End of life management	1/1
4.7 Corporate performance	2/2
4.8 Packaging	2/4
Total Optional Points: 18/24	

This Product is also registered in:

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Product: DELL Dell Precision Tower 5810
 CAB: Green Electronics Council CAB
 Country: United States
 Product Type: Workstations
 Manufacturer: Dell, Inc.
 URL:
 Rating: 
 Registration Date: 10/6/2014
 Product Status:  Active
 Exceptions:
 Manufacturer Part #:
 UPC:
 EAN:
 Consumer or Institutional: Not Indicated

EPEAT Criteria Detail

Yes R 4.1.1.1 Compliance with provisions of European RoHS Directive upon its effective date
Yes O 4.1.2.1 Elimination of intentionally added cadmium
Yes O 4.1.5.1 Elimination of intentionally added hexavalent chromium
Yes R 4.1.6.1 Elimination of intentionally added SCCP flame retardants and plasticizers in certain applications
Yes O 4.1.6.2 Large plastic parts free of certain flame retardants classified under European Council Directive 67/548/EEC
Yes O 4.1.7.1 Batteries free of lead, cadmium and mercury
Yes O 4.1.8.1 Large plastic parts free of PVC
Yes R 4.2.1.1 Declaration of postconsumer recycled plastic content (%): 0
No O 4.2.1.2 Minimum content of postconsumer recycled plastic
No O 4.2.1.3 Higher content of postconsumer recycled plastic
Yes R 4.2.2.1 Declaration of renewable/bio-based plastic materials content (%): 0
No O 4.2.2.2 Minimum content of renewable/bio-based plastic material

- Yes R** 4.2.3.1 Declaration of product weight (lbs): 34.54 Pounds
Yes R 4.3.1.1 Identification of materials with special handling needs
Yes R 4.3.1.2 Elimination of paints or coatings that are not compatible with recycling or reuse
Yes R 4.3.1.3 Easy disassembly of external enclosure
Yes R 4.3.1.4 Marking of plastic components
Yes R 4.3.1.5 Identification and removal of components containing hazardous materials
Yes O 4.3.1.6 Reduced number of plastic material types
Yes O 4.3.1.7 Molded/glued in metal eliminated or removable
Yes R 4.3.1.8 Minimum 65 percent reusable/recyclable
Yes O 4.3.1.9 Minimum 90 percent reusable/recyclable
Yes O 4.3.2.1 Manual separation of plastics
Yes O 4.3.2.2 Marking of plastics
Yes R 4.4.1.1 Availability of additional three year warranty or service agreement
Yes R 4.4.2.1 Upgradeable with common tools
Yes O 4.4.2.2 Modular design
Yes O 4.4.3.1 Availability of replacement parts
Yes R 4.5.1.1 ENERGY STAR®: 6.0-Computers
Yes O 4.5.2.1 Renewable energy accessory available
No O 4.5.2.2 Renewable energy accessory standard
Yes R 4.8.1.1 Reduction/elimination of intentionally added toxics in packaging
Yes R 4.8.2.1 Separable packing materials
Yes O 4.8.2.2 Packaging 90% recyclable and plastics labeled
Yes R 4.8.3.1 Declaration of recycled content in packaging Corrugated containers <300 psi=25-50;
Yes O 4.8.3.2 Minimum postconsumer content guidelines
No O 4.8.4.1 Provision of take-back program for packaging
No O 4.8.5.1 Documentation of reusable packaging
Yes R 4.6.1.1 Provision of product take-back service
Yes O 4.6.1.2 Auditing of recycling vendors
Yes R 4.6.2.1 Provision of rechargeable battery take-back service: Partner:Call2Recycle Link:
<http://www.call2recycle.org/>
Yes R 4.7.1.1 Demonstration of corporate environmental policy consistent with ISO 14001
Yes R 4.7.2.1 Self-certified environmental management system for design and manufacturing organizations
Yes O 4.7.2.2 Third-party certified environmental management system for design and manufacturing organizations
Yes R 4.7.3.1 Corporate report consistent with Performance Track or GRI
Yes O 4.7.3.2 Corporate report based on GRI

EPEAT Criteria Summary

Criteria Category Summary	Optional Points
4.1 Reduction/elimination of environmentally sensitive materials	5/5
4.2 Materials selection	0/3
4.3 Design for end of life	5/5
4.4 Product longevity/life cycle extension	2/2
4.5 Energy conservation	1/2

4.6 End of life management	1/1
4.7 Corporate performance	2/2
4.8 Packaging	2/4
Total Optional Points: 18/24	

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Product: DELL Latitude E5570
 CAB: Green Electronics Council CAB
 Country: United States
 Product Type: Notebooks
 Manufacturer: Dell, Inc.
 URL:

Rating:



Registration Date: 1/20/2016

Monitor Type: Flat Panel

Monitor Size: 15 in

Product Status: ■ Active

Exceptions: Registration is valid only for products configured with an operating system with ENERGY STAR compliant power management features and power supply. Without such features, desktop and notebook computers may not conform to 4.5.1.1 ENERGY STAR and would not be in conformance with EPEAT.

Manufacturer

Part #:

UPC:

EAN:

Consumer or Institutional: Consumer

EPEAT Criteria Detail

Yes R 4.1.1.1 Compliance with provisions of European RoHS Directive upon its effective date

Yes O 4.1.2.1 Elimination of intentionally added cadmium

Yes R 4.1.3.1 Reporting on amount of mercury used in light sources (mg) 1,1,

Yes O 4.1.3.2 Low threshold for amount of mercury used in light sources

Yes O 4.1.3.3 Elimination of intentionally added mercury used in light sources

Yes O 4.1.4.1 Elimination of intentionally added lead in certain applications

- Yes O** 4.1.5.1 Elimination of intentionally added hexavalent chromium
- Yes R** 4.1.6.1 Elimination of intentionally added SCCP flame retardants and plasticizers in certain applications
- Yes O** 4.1.6.2 Large plastic parts free of certain flame retardants classified under European Council Directive 67/548/EEC
- Yes O** 4.1.7.1 Batteries free of lead, cadmium and mercury
- Yes O** 4.1.8.1 Large plastic parts free of PVC
- Yes R** 4.2.1.1 Declaration of postconsumer recycled plastic content (%): 0
- No O** 4.2.1.2 Minimum content of postconsumer recycled plastic
- No O** 4.2.1.3 Higher content of postconsumer recycled plastic
- Yes R** 4.2.2.1 Declaration of renewable/bio-based plastic materials content (%): 0
- No O** 4.2.2.2 Minimum content of renewable/bio-based plastic material
- Yes R** 4.2.3.1 Declaration of product weight (lbs): 5.73202 Pounds
- Yes R** 4.3.1.1 Identification of materials with special handling needs
- Yes R** 4.3.1.2 Elimination of paints or coatings that are not compatible with recycling or reuse
- Yes R** 4.3.1.3 Easy disassembly of external enclosure
- Yes R** 4.3.1.4 Marking of plastic components
- Yes R** 4.3.1.5 Identification and removal of components containing hazardous materials
- Yes O** 4.3.1.6 Reduced number of plastic material types
- Yes O** 4.3.1.7 Molded/glued in metal eliminated or removable
- Yes R** 4.3.1.8 Minimum 65 percent reusable/recyclable
- Yes O** 4.3.1.9 Minimum 90 percent reusable/recyclable
- Yes O** 4.3.2.1 Manual separation of plastics
- Yes O** 4.3.2.2 Marking of plastics
- Yes R** 4.4.1.1 Availability of additional three year warranty or service agreement
- Yes R** 4.4.2.1 Upgradeable with common tools
- Yes O** 4.4.2.2 Modular design
- Yes O** 4.4.3.1 Availability of replacement parts
- Yes R** 4.5.1.1 ENERGY STAR®: 6.1-Computers
- Yes O** 4.5.2.1 Renewable energy accessory available
- No O** 4.5.2.2 Renewable energy accessory standard
- Yes R** 4.8.1.1 Reduction/elimination of intentionally added toxics in packaging
- Yes R** 4.8.2.1 Separable packing materials
- Yes O** 4.8.2.2 Packaging 90% recyclable and plastics labeled
- Yes R** 4.8.3.1 Declaration of recycled content in packaging Corrugated containers <300 psi=100-100;Other paper: molded pulp=100-100;Plastic film, wraps and bags=100-100;
- Yes O** 4.8.3.2 Minimum postconsumer content guidelines
- No O** 4.8.4.1 Provision of take-back program for packaging
- No O** 4.8.5.1 Documentation of reusable packaging
- Yes R** 4.6.1.1 Provision of product take-back service
- Yes O** 4.6.1.2 Auditing of recycling vendors
- Yes R** 4.6.2.1 Provision of rechargeable battery take-back service: Partner:Call2Recycle Link: <http://www.call2recycle.org/>
- Yes R** 4.7.1.1 Demonstration of corporate environmental policy consistent with ISO 14001
- Yes R** 4.7.2.1 Self-certified environmental management system for design and manufacturing organizations
- Yes O** 4.7.2.2 Third-party certified environmental management system for design and manufacturing organizations

Yes R 4.7.3.1 Corporate report consistent with Performance Track or GRI

Yes O 4.7.3.2 Corporate report based on GRI

EPEAT Criteria Summary

Criteria Category Summary	Optional Points
4.1 Reduction/elimination of environmentally sensitive materials	8/8
4.2 Materials selection	0/3
4.3 Design for end of life	5/5
4.4 Product longevity/life cycle extension	2/2
4.5 Energy conservation	1/2
4.6 End of life management	1/1
4.7 Corporate performance	2/2
4.8 Packaging	2/4
Total Optional Points: 21/27	

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Product: DELL Precision 7710
 CAB: Green Electronics Council CAB
 Country: United States
 Product Type: Notebooks
 Manufacturer: Dell, Inc.
 URL:

Rating:



Registration Date: 1/20/2016

Monitor Type: Flat Panel

Monitor Size: 17 in

Product Status: ■ Active

Exceptions: Registration is valid only for products configured with an operating system with ENERGY STAR compliant power management features and power supply. Without such features, desktop and notebook computers may not conform to 4.5.1.1 ENERGY STAR and would not be in conformance with EPEAT.

Manufacturer

Part #:

UPC:

EAN:

Consumer or Institutional: Consumer

EPEAT Criteria Detail

Yes R 4.1.1.1 Compliance with provisions of European RoHS Directive upon its effective date

Yes O 4.1.2.1 Elimination of intentionally added cadmium

Yes R 4.1.3.1 Reporting on amount of mercury used in light sources (mg) 1,1,

Yes O 4.1.3.2 Low threshold for amount of mercury used in light sources

Yes O 4.1.3.3 Elimination of intentionally added mercury used in light sources

Yes O 4.1.4.1 Elimination of intentionally added lead in certain applications

- Yes O** 4.1.5.1 Elimination of intentionally added hexavalent chromium
- Yes R** 4.1.6.1 Elimination of intentionally added SCCP flame retardants and plasticizers in certain applications
- Yes O** 4.1.6.2 Large plastic parts free of certain flame retardants classified under European Council Directive 67/548/EEC
- Yes O** 4.1.7.1 Batteries free of lead, cadmium and mercury
- Yes O** 4.1.8.1 Large plastic parts free of PVC
- Yes R** 4.2.1.1 Declaration of postconsumer recycled plastic content (%): 0
- No O** 4.2.1.2 Minimum content of postconsumer recycled plastic
- No O** 4.2.1.3 Higher content of postconsumer recycled plastic
- Yes R** 4.2.2.1 Declaration of renewable/bio-based plastic materials content (%): 0
- No O** 4.2.2.2 Minimum content of renewable/bio-based plastic material
- Yes R** 4.2.3.1 Declaration of product weight (lbs): 7.605 Pounds
- Yes R** 4.3.1.1 Identification of materials with special handling needs
- Yes R** 4.3.1.2 Elimination of paints or coatings that are not compatible with recycling or reuse
- Yes R** 4.3.1.3 Easy disassembly of external enclosure
- Yes R** 4.3.1.4 Marking of plastic components
- Yes R** 4.3.1.5 Identification and removal of components containing hazardous materials
- Yes O** 4.3.1.6 Reduced number of plastic material types
- Yes O** 4.3.1.7 Molded/glued in metal eliminated or removable
- Yes R** 4.3.1.8 Minimum 65 percent reusable/recyclable
- Yes O** 4.3.1.9 Minimum 90 percent reusable/recyclable
- Yes O** 4.3.2.1 Manual separation of plastics
- Yes O** 4.3.2.2 Marking of plastics
- Yes R** 4.4.1.1 Availability of additional three year warranty or service agreement
- Yes R** 4.4.2.1 Upgradeable with common tools
- Yes O** 4.4.2.2 Modular design
- Yes O** 4.4.3.1 Availability of replacement parts
- Yes R** 4.5.1.1 ENERGY STAR®: 6.1-Computers
- Yes O** 4.5.2.1 Renewable energy accessory available
- No O** 4.5.2.2 Renewable energy accessory standard
- Yes R** 4.8.1.1 Reduction/elimination of intentionally added toxics in packaging
- Yes R** 4.8.2.1 Separable packing materials
- Yes O** 4.8.2.2 Packaging 90% recyclable and plastics labeled
- Yes R** 4.8.3.1 Declaration of recycled content in packaging Solid fiber boxes=80-90;Other paper: molded pulp=80-90;Plastic film, wraps and bags=80-90;
- Yes O** 4.8.3.2 Minimum postconsumer content guidelines
- No O** 4.8.4.1 Provision of take-back program for packaging
- No O** 4.8.5.1 Documentation of reusable packaging
- Yes R** 4.6.1.1 Provision of product take-back service
- Yes O** 4.6.1.2 Auditing of recycling vendors
- Yes R** 4.6.2.1 Provision of rechargeable battery take-back service: Partner:Call2Recycle Link: <http://www.call2recycle.org/>
- Yes R** 4.7.1.1 Demonstration of corporate environmental policy consistent with ISO 14001
- Yes R** 4.7.2.1 Self-certified environmental management system for design and manufacturing organizations
- Yes O** 4.7.2.2 Third-party certified environmental management system for design and manufacturing organizations

Yes R 4.7.3.1 Corporate report consistent with Performance Track or GRI

Yes O 4.7.3.2 Corporate report based on GRI

EPEAT Criteria Summary

Criteria Category Summary	Optional Points
4.1 Reduction/elimination of environmentally sensitive materials	8/8
4.2 Materials selection	0/3
4.3 Design for end of life	5/5
4.4 Product longevity/life cycle extension	2/2
4.5 Energy conservation	1/2
4.6 End of life management	1/1
4.7 Corporate performance	2/2
4.8 Packaging	2/4
Total Optional Points: 21/27	

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Product: DELL Latitude 3379
 CAB: Green Electronics Council CAB
 Country: United States
 Product Type: Notebooks
 Manufacturer: Dell, Inc.
 URL:

Rating:



Registration Date: 8/15/2016

Monitor Type: Flat Panel

Monitor Size: 13.3" W

Product Status: ■ Active

Exceptions: Registration is valid only for products configured with an operating system with ENERGY STAR compliant power management features and power supply. Without such features, desktop and notebook computers may not conform to 4.5.1.1 ENERGY STAR and would not be in conformance with EPEAT.

Manufacturer

Part #:

UPC:

EAN:

Consumer or Institutional: Not Indicated

EPEAT Criteria Detail

Yes R 4.1.1.1 Compliance with provisions of European RoHS Directive upon its effective date

No O 4.1.2.1 Elimination of intentionally added cadmium

Yes R 4.1.3.1 Reporting on amount of mercury used in light sources (mg) 1,0,

Yes O 4.1.3.2 Low threshold for amount of mercury used in light sources

Yes O 4.1.3.3 Elimination of intentionally added mercury used in light sources

No O 4.1.4.1 Elimination of intentionally added lead in certain applications

- No** **O** 4.1.5.1 Elimination of intentionally added hexavalent chromium
- Yes** **R** 4.1.6.1 Elimination of intentionally added SCCP flame retardants and plasticizers in certain applications
- Yes** **O** 4.1.6.2 Large plastic parts free of certain flame retardants classified under European Council Directive 67/548/EEC
- Yes** **O** 4.1.7.1 Batteries free of lead, cadmium and mercury
- Yes** **O** 4.1.8.1 Large plastic parts free of PVC
- Yes** **R** 4.2.1.1 Declaration of postconsumer recycled plastic content (%): 0
- No** **O** 4.2.1.2 Minimum content of postconsumer recycled plastic
- No** **O** 4.2.1.3 Higher content of postconsumer recycled plastic
- Yes** **R** 4.2.2.1 Declaration of renewable/bio-based plastic materials content (%): 0
- No** **O** 4.2.2.2 Minimum content of renewable/bio-based plastic material
- Yes** **R** 4.2.3.1 Declaration of product weight (lbs): 3.85 Pounds
- Yes** **R** 4.3.1.1 Identification of materials with special handling needs
- Yes** **R** 4.3.1.2 Elimination of paints or coatings that are not compatible with recycling or reuse
- Yes** **R** 4.3.1.3 Easy disassembly of external enclosure
- Yes** **R** 4.3.1.4 Marking of plastic components
- Yes** **R** 4.3.1.5 Identification and removal of components containing hazardous materials
- Yes** **O** 4.3.1.6 Reduced number of plastic material types
- Yes** **O** 4.3.1.7 Molded/glued in metal eliminated or removable
- Yes** **R** 4.3.1.8 Minimum 65 percent reusable/recyclable
- Yes** **O** 4.3.1.9 Minimum 90 percent reusable/recyclable
- Yes** **O** 4.3.2.1 Manual separation of plastics
- Yes** **O** 4.3.2.2 Marking of plastics
- Yes** **R** 4.4.1.1 Availability of additional three year warranty or service agreement
- Yes** **R** 4.4.2.1 Upgradeable with common tools
- Yes** **O** 4.4.2.2 Modular design
- Yes** **O** 4.4.3.1 Availability of replacement parts
- Yes** **R** 4.5.1.1 ENERGY STAR®: 6.1-Computers
- No** **O** 4.5.2.1 Renewable energy accessory available
- No** **O** 4.5.2.2 Renewable energy accessory standard
- Yes** **R** 4.8.1.1 Reduction/elimination of intentionally added toxics in packaging
- Yes** **R** 4.8.2.1 Separable packing materials
- No** **O** 4.8.2.2 Packaging 90% recyclable and plastics labeled
- Yes** **R** 4.8.3.1 Declaration of recycled content in packaging Corrugated containers <300 psi=25-50;
- Yes** **O** 4.8.3.2 Minimum postconsumer content guidelines
- No** **O** 4.8.4.1 Provision of take-back program for packaging
- No** **O** 4.8.5.1 Documentation of reusable packaging
- Yes** **R** 4.6.1.1 Provision of product take-back service
- Yes** **O** 4.6.1.2 Auditing of recycling vendors
- Yes** **R** 4.6.2.1 Provision of rechargeable battery take-back service: Partner:Call2Recycle Link: <http://www.call2recycle.org/>
- Yes** **R** 4.7.1.1 Demonstration of corporate environmental policy consistent with ISO 14001
- Yes** **R** 4.7.2.1 Self-certified environmental management system for design and manufacturing organizations
- Yes** **O** 4.7.2.2 Third-party certified environmental management system for design and manufacturing organizations
- Yes** **R** 4.7.3.1 Corporate report consistent with Performance Track or GRI
- Yes** **O** 4.7.3.2 Corporate report based on GRI

EPEAT Criteria Summary

Criteria Category Summary	Optional Points
4.1 Reduction/elimination of environmentally sensitive materials	5/8
4.2 Materials selection	0/3
4.3 Design for end of life	5/5
4.4 Product longevity/life cycle extension	2/2
4.5 Energy conservation	0/2
4.6 End of life management	1/1
4.7 Corporate performance	2/2
4.8 Packaging	1/4
Total Optional Points: 16/27	

This Product is also registered in:

- [Australia](#)
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Product: DELL Latitude 5175
 CAB: Green Electronics Council CAB
 Country: United States
 Product Type: Tablets/Slates
 Manufacturer: Dell, Inc.
 URL:

Rating:



Registration Date: 1/18/2016

Product Status: ■ Active

Exceptions: Registration is valid only for products configured with an operating system with ENERGY STAR compliant power management features and power supply. Without such features, desktop and notebook computers may not conform to 4.5.1.1 ENERGY STAR and would not be in conformance with EPEAT.

Manufacturer

Part #:

UPC:

EAN:

Consumer or Institutional: Not Indicated

EPEAT Criteria Detail

Yes R 4.1.1.1 Compliance with provisions of European RoHS Directive upon its effective date

Yes O 4.1.2.1 Elimination of intentionally added cadmium

Yes R 4.1.3.1 Reporting on amount of mercury used in light sources (mg) 1,1,

Yes O 4.1.3.2 Low threshold for amount of mercury used in light sources

Yes O 4.1.3.3 Elimination of intentionally added mercury used in light sources

Yes O 4.1.4.1 Elimination of intentionally added lead in certain applications

Yes O 4.1.5.1 Elimination of intentionally added hexavalent chromium

Yes R 4.1.6.1 Elimination of intentionally added SCCP flame retardants and plasticizers in certain

applications

Yes O 4.1.6.2 Large plastic parts free of certain flame retardants classified under European Council Directive 67/548/EEC

Yes O 4.1.7.1 Batteries free of lead, cadmium and mercury

Yes O 4.1.8.1 Large plastic parts free of PVC

Yes R 4.2.1.1 Declaration of postconsumer recycled plastic content (%): 0

No O 4.2.1.2 Minimum content of postconsumer recycled plastic

No O 4.2.1.3 Higher content of postconsumer recycled plastic

Yes R 4.2.2.1 Declaration of renewable/bio-based plastic materials content (%): 0

No O 4.2.2.2 Minimum content of renewable/bio-based plastic material

Yes R 4.2.3.1 Declaration of product weight (lbs): 0 Pounds

Yes R 4.3.1.1 Identification of materials with special handling needs

Yes R 4.3.1.2 Elimination of paints or coatings that are not compatible with recycling or reuse

Yes R 4.3.1.3 Easy disassembly of external enclosure

Yes R 4.3.1.4 Marking of plastic components

Yes R 4.3.1.5 Identification and removal of components containing hazardous materials

Yes O 4.3.1.6 Reduced number of plastic material types

Yes O 4.3.1.7 Molded/glued in metal eliminated or removable

Yes R 4.3.1.8 Minimum 65 percent reusable/recyclable

Yes O 4.3.1.9 Minimum 90 percent reusable/recyclable

Yes O 4.3.2.1 Manual separation of plastics

Yes O 4.3.2.2 Marking of plastics

Yes R 4.4.1.1 Availability of additional three year warranty or service agreement

Yes R 4.4.2.1 Upgradeable with common tools

Yes O 4.4.2.2 Modular design

Yes O 4.4.3.1 Availability of replacement parts

Yes R 4.5.1.1 ENERGY STAR®: 6.1-Computers

Yes O 4.5.2.1 Renewable energy accessory available

No O 4.5.2.2 Renewable energy accessory standard

Yes R 4.8.1.1 Reduction/elimination of intentionally added toxics in packaging

Yes R 4.8.2.1 Separable packing materials

Yes O 4.8.2.2 Packaging 90% recyclable and plastics labeled

Yes R 4.8.3.1 Declaration of recycled content in packaging Corrugated containers <300 psi=25-50;

Yes O 4.8.3.2 Minimum postconsumer content guidelines

No O 4.8.4.1 Provision of take-back program for packaging

No O 4.8.5.1 Documentation of reusable packaging

Yes R 4.6.1.1 Provision of product take-back service

Yes O 4.6.1.2 Auditing of recycling vendors

Yes R 4.6.2.1 Provision of rechargeable battery take-back service: Partner:Call2Recycle Link:

<http://www.call2recycle.org/>

Yes R 4.7.1.1 Demonstration of corporate environmental policy consistent with ISO 14001

Yes R 4.7.2.1 Self-certified environmental management system for design and manufacturing organizations

Yes O 4.7.2.2 Third-party certified environmental management system for design and manufacturing organizations

Yes R 4.7.3.1 Corporate report consistent with Performance Track or GRI

Yes O 4.7.3.2 Corporate report based on GRI

EPEAT Criteria Summary

Criteria Category Summary	Optional Points
4.1 Reduction/elimination of environmentally sensitive materials	8/8
4.2 Materials selection	0/3
4.3 Design for end of life	5/5
4.4 Product longevity/life cycle extension	2/2
4.5 Energy conservation	1/2
4.6 End of life management	1/1
4.7 Corporate performance	2/2
4.8 Packaging	2/4
Total Optional Points: 21/27	

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TO THE EXTENT NOT PROHIBITED BY LAW IN YOUR STATE, PROVINCE, JURISDICTION OR COUNTRY, THIS WARRANTY AND THE REMEDIES SET FORTH ARE EXCLUSIVE AND IN LIEU OF ALL OTHER WARRANTIES, REMEDIES AND CONDITIONS, WHETHER ORAL, WRITTEN, STATUTORY, EXPRESS OR IMPLIED.

EXCEPT FOR THE EXPRESS WARRANTIES CONTAINED IN THIS WARRANTY STATEMENT AND TO THE EXTENT NOT PROHIBITED BY LAW, DELL DISCLAIMS ALL OTHER WARRANTIES AND CONDITIONS, EXPRESS OR IMPLIED, STATUTORY OR OTHERWISE, INCLUDING WITHOUT LIMITATION, WARRANTIES OF MERCHANTABILITY, MERCHANTABLE QUALITY AND FITNESS FOR A PARTICULAR PURPOSE AND WARRANTIES AND CONDITIONS AGAINST HIDDEN OR LATENT DEFECTS. SOME STATES, PROVINCES, JURISDICTIONS OR COUNTRIES DO NOT ALLOW DISCLAIMERS OF IMPLIED WARRANTIES AND CONDITIONS, SO THIS DISCLAIMER MAY NOT APPLY TO YOU.

TO THE EXTENT SUCH WARRANTIES AND CONDITIONS CANNOT BE DISCLAIMED UNDER THE LAWS OF THE UNITED STATES, CANADA (AND ITS PROVINCES) OR OTHERWISE, DELL LIMITS THE DURATION AND REMEDIES OF SUCH WARRANTIES AND CONDITIONS TO THE DURATION OF THIS EXPRESS LIMITED WARRANTY (AS REFLECTED ON YOUR PACKING SLIP, INVOICE, RECEIPT OR OTHER SALES DOCUMENTATION) AND, AT DELL'S

OPTION, THE REPAIR OR REPLACEMENT SERVICES DESCRIBED BELOW. SOME STATES, PROVINCES, JURISDICTIONS OR COUNTRIES MAY NOT ALLOW LIMITATIONS ON HOW LONG AN IMPLIED WARRANTY OR CONDITION MAY LAST, SO THE LIMITATION DESCRIBED ABOVE MAY NOT APPLY TO YOU.

NO WARRANTIES OR CONDITIONS, WHETHER EXPRESS OR IMPLIED, WILL APPLY AFTER THE LIMITED WARRANTY PERIOD HAS EXPIRED. SOME STATES, PROVINCES, JURISDICTIONS OR COUNTRIES DO NOT ALLOW LIMITATIONS ON HOW LONG AN IMPLIED WARRANTY OR CONDITION LASTS, SO THIS LIMITATION MAY NOT APPLY TO YOU.

ADDITIONAL TERMS FOR U.S. CONSUMERS. YOU MAY CANCEL ANY RENEWED, EXTENDED OR ENHANCED WARRANTY BY PROVIDING TO DELL AT LEAST THIRTY (30) DAYS WRITTEN NOTICE OF THE DECISION TO CANCEL. DELL WILL ISSUE A REFUND TO YOU FOR ANY UNUSED PORTION OF THE WARRANTY TERM FOR WHICH YOU HAVE PAID. IF MORE THAN THIRTY (30) DAYS HAVE TRANSPIRED FOR THE CURRENT WARRANTY YEAR, THEN A REFUND WILL NOT BE PAID FOR THAT CURRENT WARRANTY YEAR. THE BASE LIMITED HARDWARE WARRANTY MAY NOT BE CANCELLED. CANCELLATION OF RENEWED, EXTENDED OR ENHANCED WARRANTIES AT ANY TIME AFTER THE ORDER IS PLACED MAY REDUCE ANY APPLICABLE DISCOUNT AND, IF PURCHASED AS PART OF A PROMOTIONAL PACKAGE, MAY REQUIRE RETURN OF THE COMPLETE PACKAGE.

FOR ALL CUSTOMERS. WE DO NOT ACCEPT LIABILITY BEYOND THE REMEDIES PROVIDED FOR IN THIS LIMITED HARDWARE WARRANTY, AND WE DO NOT ACCEPT LIABILITY FOR CONSEQUENTIAL OR INCIDENTAL DAMAGES, FOR THIRD-PARTY CLAIMS AGAINST YOU FOR DAMAGES, FOR PRODUCTS NOT BEING AVAILABLE FOR USE, OR FOR LOST OR DAMAGED DATA OR SOFTWARE. DELL DOES NOT WARRANT THAT THE OPERATION OF ANY DELL PRODUCT WILL BE UNINTERRUPTED OR ERROR FREE. OUR LIABILITY WILL BE NO MORE THAN THE AMOUNT YOU PAID FOR THE SPECIFIC PRODUCT THAT IS THE SUBJECT OF A CLAIM. THIS IS THE MAXIMUM AMOUNT FOR WHICH WE ARE RESPONSIBLE.

SOME STATES, PROVINCES, JURISDICTIONS OR COUNTRIES DO NOT ALLOW THE EXCLUSION OR LIMITATION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE LIMITATION OR EXCLUSION MAY NOT APPLY TO YOU.

How long does this limited hardware warranty last?

This limited hardware warranty may be voided by Dell, at Dell's sole discretion, if third party products that were not provided by Dell are installed on your Dell system.

Otherwise, this limited hardware warranty lasts for the time period indicated on your packing slip, invoice or receipt except for the following Dell-branded hardware:

- All variants of ioDrive® NAND Flash devices carry the length of the limited hardware warranty coverage for the Dell system with which the ioDrive NAND Flash device is shipped. ioDrive NAND Flash devices are not eligible for purchase of extended warranty coverage beyond a total of 5 years of coverage from the original shipment date. Additionally, ioDrive NAND Flash devices use a silicon technology that has a maximum number of physical bytes that can be written to the device (the Rated Life). The applicable limited hardware warranty covers failures due to defects in workmanship and/or materials, but does not cover problems related to the device reaching its maximum Rated Life. **ioDrive is a registered trademark of Fusion-io.**
- As part of standard portable configuration, batteries carry a base 1-year limited hardware warranty regardless of the length of the system warranty. In addition, for some products, a customer has the option of purchasing a battery that comes with a 3-year limited hardware warranty.
- The warranty for a print head that is included as original equipment in the Dell mobile printer is for parts only and is effective for a period of 1-year after the date of purchase of the printer or 1000 prints of printer usage, whichever occurs first.
- Your series 5, 6 or 7 PowerEdge™ RAID Controller (PERC) battery may provide up to 72 hours of controller cache memory backup power when new. Under the 1-year limited hardware warranty, we warrant that the battery will provide at least 24 hours of backup coverage during the 1-year limited hardware warranty period. Service offerings, such as Dell ProSupport™, Dell ProSupport Plus and Dell ProSupport Flex services, may be available to provide longer service periods for an additional fee.
- Your Series 8/9 PERC controller battery comes with a 3-year limited hardware warranty, which cannot be extended beyond 3 years. Service offerings, such as Dell ProSupport™, Dell ProSupport Plus and Dell ProSupport Flex services, may be available to provide longer service periods for an additional fee.
- Projector lamps carry a 1 year limited hardware warranty.
- Dell-certified and Dell-branded memory purchased separately from a Dell system (Dell-certified memory) carries a lifetime limited hardware warranty.
- The limited hardware warranty for monitors purchased independent of a system lasts for the time period indicated on your packing slip, invoice, receipt or other sales documentation. Monitors purchased with a system are covered by the system limited hardware warranty.
- The limited hardware warranty for a Dell external hard disk drive purchased simultaneously with a system lasts for the longer of (a) 2 years; or (b) the duration of the system's limited hardware warranty.
- Earphones and remote in-line controls carry a 1-year limited hardware warranty.
- Other add-on hardware carries longer hardware warranty of either a 1-year limited hardware warranty for new parts and a 90-day limited hardware warranty for reconditioned parts or, for both new and reconditioned parts, the remainder of the warranty for the Dell product on which such parts are installed.
- Serial ATA (SATA) hard drives in PowerEdge and PowerVault™ systems carry a 1-year limited hardware warranty, independent of system warranty. Service offerings, such as Dell ProSupport™, Dell ProSupport Plus and Dell ProSupport Flex services may be available to provide longer service periods for the SATA hard drive for an additional fee.
- Select PowerConnect™ products carry a lifetime limited hardware warranty with Basic Hardware Service (repair or replacement) for as long as you own the product. Repair or replacement does not include configuration or other advanced service and support provided by Dell ProSupport Services. The PowerConnect products covered by the lifetime limited hardware warranty are: the PowerConnect 2800 series, the PowerConnect 3500 series, the PowerConnect 5500 series, the PowerConnect 6200 series, the PowerConnect 7000 series, the PowerConnect 8000 series and the PowerConnect 8100 series. The warranty does not apply to products purchased before first announcement in Spring 2011. Dates vary by region. Contact customer service to verify if your product qualifies. See dell.com/LifetimeWarranty for more details.
- Select PowerConnect products carry an Extended Life Limited Hardware Warranty with Basic Hardware Service, which extends until 5 years after end of product model sales, subject to the specific clarifications and limitations listed below. The Extended Life Limited Hardware Warranty does not include configuration or other advanced service provided by Dell ProSupport™. The Extended Life Limited Hardware Warranty is not transferrable.

Clarifications and limitations pertaining to products with Extended Life Limited Hardware Warranty

- B-Series FCX/FCXs — Internal power supply and fans are covered; however, warranty excludes removable optics and LEDs.
- J-Series EX4200 — Warranty does not include optics and limits fan and power supply to 5 years from date of purchase.
- W-Series Access Points: W-AP92/93/93H, W-IAP92/93, W-AP104/105, W-IAP105, W-AP124/125, W-AP134/135, W-IAP134/135 — Warranty limits any power supply, antennae or accessories to 1 year from date of purchase.
- Enterprise SATA value/mix use solid-state drives (SSDs), enterprise SATA read intensive SSDs and slim SATA SSDs are not eligible for purchase of extended warranty coverage beyond 3 years, unless purchased with a separate service offering, such as Dell ProSupport™, Dell ProSupport Plus or Dell ProSupport Flex services, which may be available to provide longer service periods for an additional fee.

- Dell power distribution units (PDUs) and keyboard/monitor/mouse consoles (KMMs) purchased independent of a system carry a 3-year limited hardware warranty. Dell PDUs and KMMs purchased with a system are covered by the greater of 3 years or the term of the system limited hardware warranty.
- All variants of PowerEdge Express Flash PCI Express (PCIe) SSD devices carry the length of the limited hardware warranty coverage for the Dell system with which the PowerEdge Express Flash PCIe SSD device is shipped. PowerEdge Express Flash PCIe SSD devices are not eligible for purchase of extended warranty coverage beyond a total of 5 years of coverage from the original shipment date unless purchased with a separate service offering, such as Dell ProSupport™, Dell ProSupport Plus or Dell ProSupport Flex services. Additionally, PowerEdge Express Flash PCIe SSD devices use a silicon technology that has a maximum number of physical bytes that can be written to the device (the Device Life). The applicable limited hardware warranty covers failures due to defects in workmanship and/or materials, but does not cover problems related to the device reaching its maximum Device Life.
- Except for SAS solid-state drives (SSDs) used in PS Series and SC Series products, enterprise SATA, SAS and NVMe SSDs are not eligible for purchase of extended warranty coverage beyond 3 years from the original shipment date, unless purchased with a separate service offering, such as Dell ProSupport™, Dell ProSupport Plus or Dell ProSupport Flex services, which may be available to provide longer service periods for an additional fee. All such devices have a maximum number of physical bytes that can be written to the device (the Device Life). The applicable limited hardware warranty covers failures due to defects in workmanship and/or materials, but does not cover problems related to the device reaching its maximum Device Life.

The limited hardware warranty on all Dell-branded products purchased directly from Dell begins on the date of the packing slip, invoice, receipt or other sales documentation. For products purchased from third-party retailers or resellers, the limited hardware warranty begins on the date of your original sales receipt. The warranty period is not extended if we repair or replace a warranted product or any parts. Dell may change the availability of limited hardware warranties, at its discretion, but any changes will not be retroactive.

Important Notice Relating to Third Party Product

Dell cannot guarantee the authenticity of the products, limited warranties, service or support, or the accuracy of the listings of products you purchase from a third party. In some cases, such as with battery packs and power adapters, use of third party product may pose an increased risk of reliability or safety issues, including increased risk of fire or explosion. This limited hardware warranty may be voided by Dell, at Dell's sole discretion, if you install or use in a Dell system any third party product that was not provided by Dell.

What do I do if I need warranty service?

Before contacting Dell, please try one or more of the following:

1. Ensure that you have installed any updates or resolved any issues identified by the monitoring, diagnostic, and proactive support tools such as Dell SupportAssist that are installed on your product. Dell SupportAssist may also be available for download onto your product if it is not already installed. Visit dell.com/supportassist for download files and resources;
2. Access dell.com/support for troubleshooting advice and directions on running hardware diagnostics; and
3. Consult your Owner's Manual.

If you need additional assistance, then, before the warranty expires, please use one of the following support options to contact Dell or our authorized representatives:

1. **Online:** Online, chat and other forms of remote support may be available. Contact information is available at dell.com/support
2. **Telephone support requests:** Contact information is included in the table below. Long distance telephone carrier charges may apply.

Please also have your Dell Service Tag or order number available when you contact Dell.

If you purchased through a retailer (not directly from Dell), you may be required to provide Dell with your original sales receipt from your purchase to receive any warranty service from Dell.

If you purchased through Best Buy, you must have all original sales receipts from your purchase to receive any warranty service at a Best Buy store. For Canada, if you purchased through Future Shop, you must have all original sales receipts from your purchase to receive any warranty service at a Future Shop store.

Contact	Phone (U.S. Only)	Service Desk (U.S. Only)
Individual Home Consumers:	U.S. Only	
Hardware Warranty Support	1-800-624-9896	
Customer Service	1-800-624-9897	
Best Buy Customers	Carry your Dell notebook, Dell desktop or Dell monitor purchased with a Dell desktop into any Best Buy store. Visit bestbuy.com to locate the nearest Best Buy store.	
Wireless Service Provider	1-800-308-3355	
	Your wireless service provider may also be able to provide hardware warranty service on your Dell smartphone or tablet.	
Individual Home Consumers who purchased through an Employee Purchase Program:		
Hardware Warranty Support and Customer Service	1-800-822-8965	
Home and Home Office Customers:		

Hardware Warranty Support and 1-800-456-3355
Customer Service

Small, Medium, Large or Global Commercial Customers, Healthcare Customers and Value-Added Resellers (VARs):

Support and Customer Service 1-800-822-8965

Government and Education Customers:

Support and Customer Service 1-800-234-1490

Dell-Certified Memory 1-800-BUY-DELL

Alienware™

Hardware Warranty Support and 1-800-ALIENWARE
Customer Service

Contact Phone (Canada Only)

Individual Home Consumers, Home-Office: 1-800-847-4096

All Business, Government, Education Customers and Value-Added Resellers (VARs): 1-800-387-5757

Best Buy Customers Carry your Dell notebook, Dell desktop or Dell monitor purchased with a Dell desktop into any Best Buy store. Visit bestbuy.ca to locate the nearest Best Buy store.

Future Shop Customers Carry your Dell notebook, Dell desktop or Dell monitor purchased with a Dell desktop into any Future Shop store. Visit futureshop.ca to locate the nearest Future Shop store.

What will Dell do?

Upon contacting Dell, you will be required to engage in a remote diagnosis session to help determine the cause of your issue. Remote diagnosis may involve customer access to the inside of the product and multiple or extended sessions. If Dell determines that your issue is the result of a defect in materials or workmanship but the issue is not able to be resolved remotely, Dell, at its sole discretion, may dispatch a replacement part to you, arrange for you to send your product or defective part back to Dell's repair depot or replace the part or product with a comparable part or product that may be new or refurbished. If the Dell Limited Hardware Warranty for your product includes onsite/in-home warranty service, then Dell may also elect to dispatch a service technician to your location to perform the repair or replacement (see Important Information about Onsite/In-Home Warranty Service After Remote Diagnosis below).

If your limited hardware warranty has expired or if we determine that the problem is **not** covered under this limited hardware warranty, we may be able to offer you service alternatives on a fee basis.

We use new and refurbished parts made by various manufacturers in performing warranty repairs and in building replacement parts and products. Refurbished parts and products are parts or products that have been returned to Dell, some of which were never used by a customer. All parts and products are inspected and tested for quality. Replacement parts and products are covered for the remaining period of the limited hardware warranty for the product you purchased. Dell owns all parts removed from repaired products and, in most instances, you will be required to return defective parts to Dell.

Dell may use authorized representatives to provide any of the technical support or repair services under this limited hardware warranty.

Important information about returning products to Dell for repair or replacement:

For Mail-in Service: Customer supplies box, pays shipping: Upon a determination by Dell that your product should be returned to Dell for repair or replacement, we will issue a Return Material Authorization (RMA) number that you must include with your return. You must return the product to us in its original or equivalent packaging, prepaid shipping charges and insure the shipment or accept the risk if the product is lost or damaged in shipment, which could void warranty coverage as customer-induced damage. We will return the repaired or replacement product to you. We will pay to ship the repaired or replaced product to you if you use an address in the United States (excluding Puerto Rico and U.S. possessions and territories) or in Canada (in respect of systems registered in Canada). Otherwise, we will ship the product to you freight collect.

For Mail-in Service: Customer supplies box, Dell pays shipping: Upon a determination by Dell that your product should be returned to Dell for repair or replacement, shipping instructions will be provided to you. You must package the product in its original or equivalent packaging and call the carrier designated on your shipping instructions to arrange a pickup time or, at your convenience, you may take the adequately packaged product to a designated carrier pick up location. As long as you follow our shipping instructions, we will pay standard shipping charges for shipping the product in for repair and for shipping it back to you if you use an address in the United States (excluding Puerto Rico and U.S. possessions and territories) or in Canada (in respect of systems registered in Canada). Otherwise, we will ship the product to you freight collect.

For Mail in Service: Dell supplies box and pays shipping: Upon a determination by Dell that your product should be returned to Dell for repair or replacement, packaging, shipping instructions and a prepaid shipping waybill will be sent to you. Upon receipt of the shipping supplies, you must package the product in the material required and call the carrier designated on your shipping instructions to arrange a pickup time. As long as you follow our shipping instructions, we will pay standard shipping charges for shipping the product in for repair and for shipping it back to you if you use an address in the United States (excluding Puerto Rico and U.S. possessions and territories) or in Canada (in respect of systems registered in Canada). Otherwise, we will ship the product to you freight collect.

When you contact us regarding certain products, we may offer to ship you a replacement product prior to receiving your original product back. In such instance, we may require a valid credit card number at the time you request a replacement product. We will not charge or invoice you for the replacement product as long as you return the original product to us within 10 days of your receipt of the replacement product and we confirm that your product issue is covered under this limited hardware warranty. If we do not receive your original product within 10 days, we will charge your credit card or invoice you for the then-current standard price for the product. If upon receipt of your original product, we determine that your product issue is not covered under this limited hardware warranty, you will be given the opportunity to return the replacement unit, at your sole expense, within 10 days from the date we contact you regarding the lack of coverage for your issue or we will charge to your credit card or invoice you the then-current standard price for the product. In addition, if you fail to pay Dell the amounts, Dell may suspend your limited hardware warranty support until the applicable amount is paid. A suspension of your limited hardware warranty for failure to properly return a product or to pay an amount charged for such failure to return a product will not toll the term of your limited hardware warranty and the limited hardware warranty will still expire in accordance with its original term.

NOTE: Before you ship the product(s) to us, make sure to back up the data on the hard drive(s) and any other storage device(s) in the product(s). You are responsible for removing any confidential, proprietary or personal information and removable media such as storage cards or devices, DVDs/CDs or PC Cards regardless of whether a technician is also providing in-home or onsite assistance. We are not responsible for any of your confidential,

proprietary or personal information; lost or corrupted data; data or voice charges incurred as a result of failing to remove all SIM cards; or damaged or lost removable media. Please, only include the product components requested by Dell.

Important information about part dispatches by Dell:

For some issues, Dell may dispatch a new or refurbished part for you to replace a defective part, if we agree that the defective part needs to be replaced. You must return the defective part to Dell. When you contact us, we may offer to ship you a replacement part prior to receiving your original part back. In such instances, we may require a valid credit card number at the time you request a replacement part. We will not charge or invoice you for the replacement part as long as you return the original part to us within 10 days of your receipt of the replacement part. Failure to timely return the defective part to Dell in accordance with the written instructions provided with the replacement part may result in the suspension of your limited hardware warranty support or a charge to your credit card or invoice in the amount of the then-current standard Dell price for that part. A suspension of your limited hardware warranty for failure to properly return a part will not toll the term of your limited hardware warranty and the limited hardware warranty will still expire in accordance with its original term.

We will pay to ship the part to you if you use an address in the United States (excluding Puerto Rico and U.S. possessions and territories) or in Canada (in respect of systems registered in Canada). Otherwise, we will ship the part freight collect. We will also include a prepaid shipping container with each replacement part for your use in returning the replaced part to us.

NOTE: Before you replace parts, make sure to back up the data on the hard drive(s) and any other storage device(s) in the product(s). You are responsible for removing any confidential, proprietary or personal information and removable media such as storage cards or devices, DVDs/CDs or PC Cards regardless of whether a technician is also providing in-home or onsite assistance. We are not responsible for any of your confidential, proprietary or personal information; lost or corrupted data; data or voice charges incurred as a result of failing to remove all SIM cards; or damaged or lost removable media. When returning parts to Dell, please only include the product components requested by Dell.

Important information about Onsite/In-Home Warranty Service After Remote Diagnosis:

If the Dell Limited Hardware Warranty for your product includes onsite/in-home warranty service, then if Dell determines that your issue is covered under this limited hardware warranty and your problem cannot be resolved remotely or, if applicable, by dispatching a part or replacement product to you, then Dell may dispatch a service technician to your location within the United States (including Puerto Rico, but excluding the other U.S. possessions and territories) or in Canada (in respect of systems registered in Canada). Please tell the technician the full address of your system's location. Both the performance of service and service response times depend upon the time of day your request is received by Dell, the service alternative you purchased, parts availability, geographical restrictions, weather conditions and the terms of this limited hardware warranty. An adult must be present at all times during the service technician's visit. You must grant the service technician full access to the system and (at no cost to Dell) have working space, electricity and a local telephone line. If these requirements are lacking, Dell is not obligated to provide service. In addition, Dell is not obligated to provide service if you fail to provide an environment that is conducive to computer repair, including for example, if you insist on service to be provided at varying locations, if you fail to properly restrain a pet, if you threaten our technician either verbally or physically, or if your location or the general area where the system is located is dangerous, infested with insects, rodents, pests, biohazards, human or animal excrement and/or chemicals as reasonably determined to be unsafe by our technician. If you or your authorized representative is not at the location when the service technician arrives, the service technician will not be able to service your system and you may be charged an additional amount for a follow-up service call.

If Dell determines that your system needs a replacement part, you authorize the on-site technician to act as your service agent to handle the delivery and return of the warranty parts necessary to render on-site repairs. You may incur a charge if you fail to allow the on-site technician to return nonworking/unused units/warranty parts to Dell.

What if I purchased a service contract?

If your service contract is with Dell, service will be provided to you under the terms of the service agreement. Please refer to that contract for details on how to obtain service.

If you purchased through us, a service contract with a third-party service provider, please refer to that contract for details on how to obtain service.

See dell.com/servicecontracts for more details.

May I transfer the limited hardware warranty?

Limited hardware warranties on systems may be transferred if the current owner transfers ownership of the system and records the transfer with us. The limited hardware warranty on Dell-certified memory may not be transferred. For U.S. customers, you may record your transfer by going to Dell's website:

Customer Type:	U.S. Ownership Transfer Website:
<hr/>	
Home and Home Office:	http://support.dell.com/support/topics/global.aspx/support/change_order/tag_transfer?c=us&cs=19&l=en&s=dhs&-ck=mn
Small and Medium Business:	http://support.dell.com/support/topics/global.aspx/support/change_order/tag_transfer?c=us&cs=04&l=en&s=bsd&-ck=mn
Large Enterprise:	http://support.dell.com/support/topics/global.aspx/support/change_order/tag_transfer?c=us&cs=555&l=en&s=biz&-ck=mn
Federal Government:	http://support.dell.com/support/topics/global.aspx/support/change_order/tag_transfer?c=us&cs=RC1009777&l=en&s=fed&-ck=mn
State and Local Government:	http://support.dell.com/support/topics/global.aspx/support/change_order/tag_transfer?c=us&cs=RC978219&l=en&s=slg&-ck=mn
Higher Education:	http://support.dell.com/support/topics/global.aspx/support/change_order/tag_transfer?c=us&cs=RC956904&l=en&s=hied&-ck=mn
K-12 Education:	http://support.dell.com/support/topics/global.aspx/support/change_order/tag_transfer?c=us&cs=RC1084719&l=en&s=k12&-ck=mn
Healthcare:	http://support.dell.com/support/topics/global.aspx/support/change_order/tag_transfer?c=us&cs=RC968571&l=en&s=hea&-ck=mn

For Canadian customers, you may record your transfer by going to Dell's Canadian website:
<http://www.dell.com/support/retail/ca/en/cadhs1/ownershiptransfer/IdentifySystem?~ck=mn>

If you do not have internet access, call your customer care representative or call 1-800-624-9897.

All requests to transfer ownership are at Dell's sole discretion. All such transfers will be subject to the terms and conditions of the original service or limited hardware warranty agreement and Dell's applicable terms and conditions of sale located at dell.com/terms (for U.S. customers), dell.ca/terms (for Canadian customers – English) or dell.ca/conditions (for Canadian customers – French). Dell cannot guarantee the authenticity of the products, limited warranties, service or support, or the accuracy of the listings of products you purchase from a third party.

Dell Printer Consumables Limited Warranties

The following sections describe the limited warranty for Dell-branded printer consumables (ink cartridges, toner cartridges, photo print packs and photo paper) for the U.S., Canada and Latin America. Refer to the appropriate limited warranty accordingly.

Consumables Limited Warranty (U.S. and Canada Only)

Dell ink

Dell warrants to the original purchaser of genuine Dell-branded ink cartridges that they will be free from defects in material and workmanship for two years beginning on the date of invoice.

Toner

Dell warrants to the original purchaser of genuine Dell-branded toner cartridges that they will be free from defects in material and workmanship for the life of the cartridge under normal use and storage conditions.

Lifetime toner warranty applies to the original toner only and does not apply to refilled or remanufactured toner cartridges.

Dell paper

Dell warrants to the original purchaser of genuine Dell Premium Photo Paper and photo print packs that they will be free from defects in material and workmanship for 90 days beginning on the date of invoice.

If any of these products prove defective in either material or workmanship, they will be replaced without charge during the limited warranty period if returned to Dell. You must first call our toll-free number to get your return authorization. In the U.S., call 1-800-822-8965; in Canada, call 1-800-387-5757. If we are not able to replace the product because it has been discontinued or is not available, we will either replace it with a comparable product or reimburse you for the cartridge purchase cost, at Dell's sole option. This limited warranty does not apply to product damage resulting from misuse, abuse, accident, cartridge refilling or remanufacturing by customer, neglect, mishandling or incorrect environments.

Limited Lifetime Warranty for Dell-branded tape media

Dell warrants to you, the end-user customer, that this product will be free from defects in material and workmanship for the lifetime of the product, if it is properly used and maintained. If this product proves defective in either material or workmanship, Dell, at its option, will (a) repair the product, (b) replace the product or (c) refund the purchase price of the product, provided that the product has been returned to Dell with proof of purchase, such as a purchase order, invoice or sales receipt. You must first contact your local Dell support representative for your authorization option. To contact your local support representative, please visit dell.com, choose your country using the drop down menu located at the top of the page and then click on services and support. This limited lifetime warranty does not apply to failure of the product resulting from misuse, abuse, accident, neglect or mishandling, improperly adjusted or maintained drives, incorrect environments or wear from ordinary use.

THIS LIMITED LIFETIME WARRANTY GIVES YOU SPECIFIC LEGAL RIGHTS AND YOU MAY ALSO HAVE OTHER RIGHTS, WHICH VARY FROM STATE TO STATE, PROVINCE TO PROVINCE, JURISDICTION TO JURISDICTION OR COUNTRY TO COUNTRY. DELL'S RESPONSIBILITY FOR MALFUNCTIONS AND DEFECTS IN HARDWARE IS LIMITED TO REPLACEMENT AS SET FORTH IN THIS LIMITED LIFETIME WARRANTY STATEMENT. EXCEPT FOR THE EXPRESS WARRANTIES CONTAINED IN THIS WARRANTY STATEMENT, DELL DISCLAIMS ALL OTHER WARRANTIES AND CONDITIONS, EXPRESS OR IMPLIED, STATUTORY OR OTHERWISE, FOR THE PRODUCT, INCLUDING BUT NOT LIMITED TO ANY IMPLIED WARRANTIES AND CONDITIONS OF MERCHANTABILITY, MERCHANTABLE QUALITY, FITNESS FOR A PARTICULAR PURPOSE, PERFORMANCE, SUITABILITY OR NON-INFRINGEMENT. ANY IMPLIED WARRANTIES AND CONDITIONS THAT MAY BE IMPOSED BY AND THAT ARE NOT PERMITTED TO BE DISCLAIMED BY LAW ARE LIMITED IN DURATION TO THE LIMITED WARRANTY PERIOD. SOME STATES, PROVINCES, JURISDICTIONS OR COUNTRIES DO NOT ALLOW THE EXCLUSION OF CERTAIN IMPLIED WARRANTIES OR CONDITIONS, OR LIMITATIONS ON HOW LONG AN IMPLIED WARRANTY OR CONDITION LASTS, SO THIS LIMITATION MAY NOT APPLY TO YOU. THIS LIMITED LIFETIME WARRANTY COVERAGE TERMINATES IF YOU SELL OR OTHERWISE TRANSFER THIS PRODUCT TO ANOTHER PARTY.

DELL DOES NOT ACCEPT LIABILITY BEYOND THE REMEDIES PROVIDED FOR IN THIS LIMITED LIFETIME WARRANTY AND WE DO NOT ACCEPT LIABILITY FOR SPECIAL, INDIRECT, CONSEQUENTIAL OR INCIDENTAL DAMAGES, FOR THIRD-PARTY CLAIMS AGAINST YOU FOR DAMAGES, FOR PRODUCTS NOT BEING AVAILABLE FOR USE, OR FOR LOST DATA OR LOST SOFTWARE. DELL'S LIABILITY WILL BE NO MORE THAN THE AMOUNT YOU PAID FOR THE PRODUCT THAT IS THE SUBJECT OF A CLAIM. THIS IS THE MAXIMUM AMOUNT FOR WHICH DELL IS RESPONSIBLE.

SOME STATES, PROVINCES, JURISDICTIONS OR COUNTRIES DO NOT ALLOW THE EXCLUSION OR LIMITATION OF SPECIAL, INDIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE LIMITATION OR EXCLUSION MAY NOT APPLY TO YOU.

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[Dell Force10 Limited Hardware Warranty](#)

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Service Description

Keep Your Hard Drive/Keep Your Components

Introduction

Dell is pleased to provide the Keep Your Hard Drive/Keep Your Components Service ("KYHD/KYC", or the "**Service(s)**") in accordance with this Service Description ("**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

The Service allows Customers to retain possession of their failed components that are within the corresponding Dell Limited Hardware Warranty term (the "Keepable Components") when receiving replacements pursuant to a Qualified Repair. A "Qualified Repair" is a repair and/or replacement arising from a defect(s) in workmanship occurring within the hardware warranty period applicable to Customer's Supported Product(s) (as defined below). All Qualified Repairs are provided pursuant to the terms of the Customer's limited hardware warranty or service agreement.

Supported Products: Keep Your Hard Drive/Keep Your Components Service ("KYHD/KYC") is available with select Dell PowerEdge™, Dell PowerEdge SC™, PowerConnect™, Dell Compellent, Dell Equal Logic™, select PowerVault™ and Dell | EMC Enterprise Storage™ systems which are in a standard configuration, as well as OptiPlex™, Precision™, Latitude™, Dimension™, Venue™, Vostro™, XPS™, Alienware™, Adamo™, Studio™, and Inspiron™ computer systems. KYHD/KYC runs concurrently with the hardware limited warranty and is available at point of sale or any time before the system experiences a Qualified Incident while the system remains under limited warranty. The Service is available on systems containing field-replaceable Keepable Components in standard configurations. For Keep Your Hard Drive, the Service allows Customers to retain possession of their failed hard drives (standard, Solid-State Drive (SSD) and Serial ATA (SATA) Hard Disk Drives (HDDs)) when receiving replacement hard drives pursuant to a Qualified Repair.

A separate KYHD/KYC contract must be purchased for each system or "box." A single contract will cover all Keepable Components contained within an individual server or storage device. Dell will only replace a failing component that was purchased from Dell and installed in a Dell system. Items purchased through Dell's Software and Peripherals group, either at the time of system purchase or as a Customer kit and which is still under warranty, are not covered under this service.

The Customer must pay Dell at the time of purchase a fee for the KYHD/KYC Service for each Customer Supported Product for which the customer wants to retain the replaced component. The KYHD/KYC Service will not be available to the Customer until a product is deemed eligible for a Qualified Replacement. KYHD, when purchased at the point of need, is a one-time charge and is purchased at the point of component failure. It is not available for sale any time before the system experiences a component failure. A separate KYHD contract must be purchased at the point of need for each component that the customer desires to keep. KYC is not available to be purchased at the point of need.

Support Procedures

Receiving Support: Customers should call Dell technical support in accordance with Customer's applicable limited hardware warranty or service agreement when they experience a problem or suspect a Keepable Component failure. Customers will receive support in accordance with their applicable limited hardware warranty or service agreement. If the technician determines that the component requires a Qualified Repair, Dell will ship the replacement component to the Customer pursuant to Customer's applicable limited hardware warranty or service agreement. This KYHD/KYC Service entitles a Customer to retain possession of the failed Keepable Component

In the event a Customer has purchased the Service, and includes or separately sends the Keepable from the Supported Product entitled to this Service to Dell as part of a Qualified Repair, Customer agrees that their return of a component

entitled to this Service (a "Returned Entitled Component") constitutes a waiver of their right to receive the Service from Dell. After Dell receives a Returned Entitled Component, Dell will have no further obligation to the Customer with respect to such Returned Entitled Component. Dell will not under any circumstance be obligated to return a Returned Entitled Component to Customer, nor will Dell be required to remove data or take any other action with respect to the Customer's Returned Entitled Component, nor any data stored on the Returned Entitled Component. In the event that Dell receives a Returned Entitled Component, Dell may process the Returned Entitled Component in accordance with Dell's standard policies as a component returned to Dell pursuant to the terms of the Customer's underlying warranty and service contract applicable to the Customer's Supported Product.

Failure rates on components are constantly monitored and Dell reserves the right to refuse service if Dell reasonably believes that the Customer is overusing the Keep Your Hard Drive/Keep Your Components Service (such as when Customer's requests for replacement of defective components materially exceeds the standard failure rates for the component and system involved). If Dell determines (in Dell's sole discretion) a Customer is abusing the Service Dell reserves the right to cancel the Service in accordance with the Cancellation terms below.

Keep Your Hard Drive/Keep Your Components Contract does not include:

- Repair or replacement. (Any repair or replacement support is provided pursuant to customer's limited hardware warranty or service agreement.)
- Data destruction or data wipe.
- Asset recovery, disposal or recycling.
- Retention of components that are subject to product recall due to health and safety risks.
- Non-standard components requested as part of Dell Custom Factory Integration service.
- Support for failed/retained components. (Support continues solely on the replacement component pursuant to the applicable limited hardware warranty or service agreement.)
- Any activities not expressly stated in this Service Description.

Customer Responsibilities

- **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 regular 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 regardless of whether an on-site 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;
- 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. 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.

- **Authority to Grant Access.** Customer represents and warrants that it has obtained permission for both Customer and Dell to access and use the Supported Product, the data on it, and all hardware and software components included in it, for the purpose of providing these Services. If Customer does not already have that permission, it is Customer's responsibility to obtain it, at Customer's expense, before Customer asks Dell to perform these Services.
- **Cooperate with Phone Analyst and On-site Technician.** Customer agrees to cooperate with and follow the instructions given by Dell phone analyst and its on-site technicians. Experience shows that most system problems and errors can be corrected over the phone as a result of close cooperation between the user and the analyst or technician.

- **Report Component failures.** Report each instance of component failure to Dell hardware warranty support in accordance with Customer's applicable service agreement.
- **Provide Part Information.** Upon request, provide Dell the piece part identification information ("PPID") or adequate detail to validate that a contract covered component failure has occurred.
- **Onsite service.** Inform the technician that KYHD/KYC was purchased for the system.
- **Physical control.** Retain physical control of components from systems covered by KYHD/KYC. **Dell is not responsible for data contained on components which are returned to Dell.**
- **Disposal.** Disposal or destruction of the failed/retained component and/or ensure that sensitive, classified, or proprietary data is destroyed or remains secure.
- **Supported Releases.** Customer must maintain software and Supported Product(s) at Dell-specified minimum release levels or configurations as specified on PowerLink for Dell | EMC Storage or as specified on www.support.dell.com for Supported Products. Customer must also ensure installation of remedial replacement parts, patches, software updates or subsequent releases as directed by Dell in order to keep the Support System(s) eligible for this Service.
- **Third Party Warranties.** These Services may require Dell to access hardware or software that is not manufactured by Dell. Some manufacturers' warranties may become void if Dell or anyone else other than the manufacturer works on the hardware or software. It is Customer's responsibility to ensure that Dell's performance of Services will not affect such warranties or, if it does, that the effect will be acceptable to Customer. **DELL DOES NOT TAKE RESPONSIBILITY FOR THIRD PARTY WARRANTIES OR FOR ANY EFFECT THAT THE DELL SERVICES MAY HAVE ON THOSE WARRANTIES.**
- **On-Site Obligations.** Where Services require on-site performance, Customer must provide free, safe and sufficient access to Customer's facilities and the Supported Product(s). Sufficient access includes ample working space, electricity, and a local telephone line. A monitor or display, a mouse (or pointing device), and keyboard must also be provided (at **NO** cost to Dell), if the system does not already include these items.
- **NOTE:** If Customer fails to comply with the responsibilities and terms outlined in this Service Description, then Dell is not obligated to provide the Service.

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 Terms of Sale, Service and Support which are available on request or at country specific local Dell website and referenced in the table below (the applicable Dell Terms of Sale, Service and Support, and together with this Service Description, the "Agreement"). Keep Your Component is offered only to Customers in the United States. 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 of Dell Services	
	Customers Purchasing Dell Services Directly From Dell	Customers Purchasing Dell Services Through an Authorized Dell Reseller
United States	www.dell.com/terms	www.dell.com/terms
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 , or in the event you are a consumer customer, Service Contracts Dell Consumer .*	Local www.dell.com country-specific website or www.dell.com/servicedescriptions/global , or in the event you are a consumer customer, Service Contracts Dell Consumer .*
Asia-Pacific-Japan	Local www.dell.com country-specific website or www.dell.com/servicedescriptions/global , or in the event you are a consumer customer, Service Contracts Dell Consumer .*	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 , or in the event you are a consumer customer, Service Contracts Dell Consumer .* 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/Geschaftsbedingungen 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.
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* 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:

www.dell.com/content/public/choosecountry.aspx?c=us&l=en&s=gen

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 Services, receiving delivery of the Services, utilizing the Services 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.

Important Additional Information

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

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

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

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

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

Rescheduling. Once this Service has been scheduled, any changes to the schedule must occur at least 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 will be a rescheduling fee not to exceed 25% of the price for the Services. Any rescheduling of the Service will be confirmed by Customer at least eight (8) days prior to commencement of the Service.

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 Service Description. Service extends only to uses for which the Supported Product was designed.

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 on-site 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. For EMEA customers, unless stated otherwise in this Service Description or the Agreement, on-site service is available up to a distance of 150 kilometers from nearest Dell Logistics location (PUDO or Pick-Up/Drop-off location). Please contact your sales representative for more information about availability of on-site service in EMEA.

Parts Stocked. Dell currently stocks parts in various locations throughout the world. Selected parts may not be stocked in the location closest to a customer's site. If a part that is needed to repair the system is not available from a Dell facility near the customer's location and must be transferred from another facility, it will be shipped using overnight delivery. 2-Hour and 4-Hour parts locations stock mission critical components of the system, as determined by Dell Product Groups. A mission critical component is one, which upon failure, may prevent the system from performing its basic functions. Parts deemed non-critical include, but are not limited to: software, floppy drives, and media drives. In order to receive 2-Hour or 4-Hour parts, Customer must have purchased a corresponding service contract that supports mission critical parts delivery and the Supported Product must be located within the supported coverage area, as determined by Dell.

Term and Renewal. Customer will receive Services for the term indicated on Customer's Dell invoice. Prior to the expiration of the service term, Customer may be entitled to extend the term depending on available options then in effect and in accordance with Dell's then-current procedures.

In addition, Dell may, at its option, propose to renew this Service by sending Customer an invoice to renew the Services. Customer may, at its option (where permitted by law), agree to such renewal of the Services by paying such invoice by the due date. Payment of renewal invoices shall indicate Customer's agreement to extend the term of this Service. By renewing this Service, Customer agrees that the then-current terms will apply to the renewal period. If Customer elects not to pay a renewal invoice, Services will be discontinued as of the expiration date set forth on the original or last paid Customer invoice.

Transfer of Service. Subject to the limitations set forth in this Service Description, Customer may transfer this Service to a third party who purchases Customer's entire Supported Product before the expiration of the then-current service term, provided Customer is the original purchaser of the Supported Product and this Service, or Customer purchased the Supported Product and this Service from its original owner (or a previous transferee) and complied with all the transfer procedures. A transfer fee may apply.

Please note that if Customer or Customer's transferee moves the Supported Product to a geographic location in which this Service is not available or not available at the same price as Customer paid for this Service, Customer may not have coverage or may incur an additional charge to maintain the same categories of support coverage at the new location. If Customer chooses not to pay such additional charges, Customer's Service may be automatically changed to categories of support which are available at such price or a lesser price in such new location with no refund available.

For more information about any of our service offerings, please contact your Dell representative or visit www.Dell.com/services

Availability varies by country.

Dell's terms and conditions of sale apply and are available at www.Dell.com. Hard copies of Dell's terms and conditions of sale are also available upon request.

Service Description

Accidental Damage Service

Introduction

Dell is pleased to provide Dell Accidental Damage Service (the "**Service(s)**") in accordance with this Service Description ("**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

For your one-time payment to Dell as specified on your invoice or other order confirmation (the "**Total Price**") for each product ("**Supported Product**," as defined below) plus any applicable sales or similar taxes, Dell will provide the Service in accordance with this Agreement for the term of Service specified on such invoice, or other order confirmation.

You must pay a separate Total Price for each Supported Product you wish to be covered by this Agreement. For example, a printer purchased with a notebook system is not covered by the notebook system's service contract. Instead, the printer and the notebook will each need their own service contract. When the Service is purchased for a desktop system, both the desktop and the monitor purchased with the desktop will be covered under the service contract. With regard to each Supported Product covered by this Agreement the following general terms, conditions and exclusions shall apply:

During the term of this Agreement and subject to the limitations in this Agreement, we will repair the Supported Product as necessary to correct any damage to the Supported Product which occurs during the usual and customary usage of the Supported Product and is caused by either accidental damage from handling (including drops and spills) or an electrical surge.

Only parts built in or on the base unit of the Supported Product, including parts or accessories that are required for regular operation of the base unit and shipped at point of sale, such as internal memory, built-in LCD, internal components/switches, built-in buttons, drawers, lids or panels, remote controls, or cables are covered.

This Agreement does not cover externally-attached computers, peripherals, or other devices that may work in conjunction with the Supported Product, and this Agreement does not cover components, cases, television or monitor wall mounts, wiring, or items classified as "accessories" or "consumables" and not built in or on the base unit of the Supported Product, such as batteries that are out of warranty, light bulbs, disposable/replaceable print/ink cartridges, print or photo paper, memory disks, memory cards, SIM cards, disposable memory devices, wire connections, carrying cases, stylus pens, docking stations, external modems, external speakers, game devices, game disks, secondary monitors, external mouse for notebooks, external keyboard for notebooks, or other input/output devices, any other components not internal to the Supported Product for which you purchased Service, or other parts/components requiring regular user maintenance.

If we repair your Supported Product, you understand and agree that we may replace original parts with new or used parts from the original manufacturer, or an equivalent part from a different manufacturer. Replacement parts will be functionally equivalent to the original parts. In our discretion, we may designate an affiliated company or contract with a third party to complete repairs on the Supported Product.

If we decide that it is necessary to replace the Supported Product rather than repair it, you will receive a Supported Product equivalent to or better than the Supported Product you originally purchased from us, as



determined by us in our sole and reasonable discretion.

For any incident that Dell determines is eligible for Service under this Agreement (a "Qualified Incident"), Service coverage is limited to one Qualified Incident per Supported Product per 12 month period commencing from the start date of the term of Service. The ability to submit an incident does not accumulate or carry over to any subsequent 12 month period. However, each Qualified Incident will be applied to the 12 month period during which it is reported, even if such incident is resolved during a subsequent period. Once the Qualified Incident limit is reached, Customer may request repair of the Supported Product for an additional charge.

This is not a contract of insurance. Please read this Agreement carefully, and please note that Dell reserves the right to change or modify any of the terms and conditions set forth in this Agreement at any time. Dell also reserves the right to determine whether and when any such changes apply to both existing and future Customers.

Service Response Level. When you request Service, you must allow Dell to evaluate the Supported Product to determine whether the product qualifies for Service. Dell's technical support agent will inform you of the options available to you to ship your Supported Product to Dell for evaluation and repair. As long as you follow our directions, as specified in the "Cooperate with Technician" section below, Dell will pay all shipping charges for return of the Supported Product to Dell's service facility. In some instances, Dell may make other evaluation and repair methods available to you as part of the Service.

Hardware Only. This Agreement is for hardware only. This Service does not cover software. This software exclusion includes but is not limited to: 1) any defects in or damage (including without limitation virus-inflicted damage) to software preloaded on, purchased with or otherwise loaded on the Supported Product and 2) any software loaded through Custom Factory Integration. In addition, this Service does not cover any other items added through Custom Factory Integration. We will exercise reasonable efforts to, but this Agreement does not guarantee that we will, repair or replace non-software Custom Factory Integration items that may otherwise be excluded components.

Service Limitations. This Agreement does not cover and we are not obligated to repair or replace:

- Any damage to or defect in the Supported Product that is cosmetic. Under this Agreement, we are not obligated to repair wear and tear on the Supported Product and other superficial items, such as scratches and dents that do not materially impair your use of the Supported Product.
- Any Supported Product that anyone other than Dell or a person we designate has tried to repair. We will not provide Service for any product defect that results after repairs to the Supported Product made or attempted by you or any other person not authorized by Dell to repair the Supported Product.
- Any Supported Product that suffers damage in connection with or as a result of incorrect or inadequate Customer Installation. "Customer Installation" shall include any of the following performed by the Customer or any third party on behalf of the customer: (1) unpacking or moving the Supported Product (2) installation or mounting of a Supported Product to a wall or other structure (or removal of the same following installation) and (3) affixing of brackets or other weight bearing devices designed for mounting or attachment to a wall or other structure (or removal of the same). Customer Installation does not include installation services purchased from Dell.
- Any Supported Product that is lost or stolen. To receive repair or replacement of a Supported Product, you must return the damaged Supported Product to us in its entirety.
- Any Supported Product that is damaged by fire from an external source or that is intentionally damaged or damaged by misuse, abuse, failure to follow instructions provided with the Supported Product, or use of the Supported Product in an incorrect environment. If we find evidence of intentional damage, misuse, abuse, failure to follow instructions provided with the Supported Product, or use of the Supported Product in an incorrect environment, we are not obligated to repair or replace the Supported Product.
- Any recovery or transfer of data stored on the Supported Product. You are solely responsible for all data stored on the Supported Product, and it is your responsibility to complete a backup of all existing data,



software, and programs on affected products before receiving services (including telephone support) or shipping products back to Dell. In addition, you are responsible for removing any confidential, proprietary, or personal information and any removable media such as SIM cards, memory cards, CDs, or PC cards. We do not provide you any data recovery services under this Agreement. However, if Dell determines that replacement of a storage device or hard drive is necessary, we will reload, at no charge to you, the then-current version of major application and operating system software you originally purchased from us, including any installed Custom Factory Integration applications. We do not, however, represent or warrant and this Agreement does not obligate us to ensure that any installed Custom Factory Integration applications will be compatible with the replacement Supported Product.

- Preventive maintenance. It is not necessary that you perform any preventive maintenance on the Supported Product to obtain repair or replacement of a Supported Product covered by this Agreement.
- Except as specifically provided herein, any other damages that do not arise from defects in materials or workmanship or ordinary and customary usage of the covered Supported Product.
- Any damages arising from acts of God such as, but not limited to, lightning, flooding, tornado, earthquakes, and hurricanes.

Failure rates of your Supported Products and all components within are constantly monitored. For customers with a history of high incident rates, Dell reserves the right to require such customers to work with Dell to reduce the number of incidents and/or deny requests to continue to purchase this Service.

Additional Limitations for Service Purchased After the Purchase of the Supported Product. Where allowed by law, this Service may also be available for purchase after the date that Customer purchased a product. In those instances, the following conditions and limitations apply:

- Requests for service for the supported product cannot be presented until 30 days after the Service's purchase date, as indicated on customer's invoice, information page or other order confirmation; provided however, that the 30-day waiting period will not apply to customers who extend their service period prior to the expiration of the preceding service term
- Customer is responsible for ensuring that the Supported Product is in normal operating condition at the time Service is purchased. Under no circumstances will Dell be responsible for Service for any damage or defect that existed prior to the Customer's purchase of the Service.
- Dell reserves the right to inspect the Supported Product to confirm that it is in normal operating condition. Dell may, for an additional charge, offer Customer repair options to return the underlying product to normal operating condition.
- If, upon inspection, Dell determines in its sole discretion that the damage or defect for the Supported Product existed before the Service was purchased, then the request for Service will be denied.

Geographic Limitations & Relocation. This Service will be delivered to the site(s) indicated on the Customer's invoice, or other order confirmation. Dell is not obligated to provide Service for any Supported Product located outside of the country or site(s) indicated on Customer's invoice or other order confirmation. Service options, including service levels, technical support hours and onsite response times will vary by geography and certain options may not be available in Customer's location. Dell's obligation to provide Service for a relocated Supported Product is subject to local Service availability and may be subject to additional fees as well as inspection and recertification of the relocated Supported Product at Dell's then current time and materials consulting rates. Support outside of the country in which Customer purchased this Service may be available on a commercially reasonable efforts basis (e.g., not available in all countries, not available on all parts, not available to all Customers). In addition, out of country support will not include any whole unit replacements. Please contact a Dell technical support analyst for additional details.

Authority to Grant Access. Customer represents and warrants that it has obtained permission for both Customer and Dell to access and use the Supported Products, the data located thereon and all hardware and software components included therein, for the purpose of providing these Services. If Customer does not already have



that permission, it is Customer's responsibility to obtain it, at Customer's expense, before Customer asks Dell to perform these Services.

On-site Obligations. Where Services require on-site 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.

Maintain Software and Serviced Releases. Customer will maintain software and Supported Products at Dell-specified minimum release levels or configurations as specified on PowerLink for Dell | EMC Storage or EqualLogic™, or as specified on www.support.dell.com for additional Supported Products. Customer must also ensure installation of remedial replacement parts, patches, software updates or subsequent releases as directed by Dell in order to keep the Supported Products eligible for this Service.

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 regular 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 on-site 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. 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 Services may require Dell to access hardware or software that is not manufactured by Dell. Some manufacturers' warranties may become void if Dell or anyone else other than the manufacturer works on the hardware or software. Customer will ensure that Dell's performance of Services will not affect such warranties or, if it does, that the effect will be acceptable to Customer. Dell does not take responsibility for third party warranties or for any effect that the Services may have on those warranties.

How to Contact Dell If Your Require Service

Self-Dispatch Support Programs:

For customers enrolled in the Tech Direct Program, Qualified Incidents may be handled by Certified Customer technicians through the submission of a service request to the self-dispatch website or telephone queue for your region. Depending on the nature or extent of the damage, the issue may require that the Supported Product be sent to a Dell-designated repair center.

Chat and E-mail Support

Dell technical support service may be contacted through instant online chat or e-mail available at www.support.dell.com

Telephone-Based Support:



For telephone support requests, contact your Dell support center to speak to a technical support analyst. When you call, diagnosis or troubleshooting under your Dell Limited Hardware Warranty (see www.Dell.com/Warranty), or other underlying warranty or service contract (see www.Dell.com/ServiceContracts) may be required prior to receiving Service under this Agreement. The hours of support shall not include holidays. Please contact your Dell sales or support analyst for additional details. Dell is not liable for any failure or delay in performance due to any cause beyond its control.

General customer responsibilities

Cooperate with Technician. You must cooperate with the technician to ensure that the Supported Product is properly serviced. When you call, a Dell technician will both ask for the Service Tag number located on your Supported Product and verify your purchase of the Service.

The technician will then ask you a series of questions to assess the extent and cause of damage to the Supported Product. These diagnostic and troubleshooting steps may require more than one call or an extended session, and you may be asked to access the inside of your Supported Product where safe to do so.

If your issue is covered by this Service and that issue is not resolved remotely, then, at our discretion following completion of remote diagnosis or troubleshooting, the technician may send you a replacement part for you to install on the Supported Product.

In some cases, where we can determine over the telephone that a replacement Supported Product will be necessary, we may in our discretion, ship you a replacement Supported Product immediately. However, if you fail to return the damaged Supported Product to us, you agree that you are responsible for the retail price of the replacement Supported Product.

When returning a Supported Product for replacement, unless otherwise directed by your Dell tech support agent, do not include parts not sent to you for replacement (such as battery, battery pack cover, SIM card, memory card, etc.). Dell will not be responsible for any data or voice charges incurred as a result of Customer's failure to remove all SIM cards inside Products returned to Dell. In addition, when returning your Product for replacement, do not send external parts (such as cords, cables, controls, or lens caps).

Payment. Service is only available with the purchase of a Dell product for which Dell currently offers Dell Accidental Damage Service, but it is not necessary that you purchase the Service to buy a Supported Product from us. Our invoice or other order confirmation issued to you for the Supported Product will indicate whether you purchased Dell Accidental Damage Service, and will serve as your receipt. We will provide you a copy of the invoice or other order confirmation and this Agreement within ten (10) days after your purchase of a Supported Product with Service. In addition, the Supported Product will be tagged with a serial number that will indicate your purchase of the Service (the "**Service Tag**").

Limitation of Liability. NEITHER DELL MARKETING L.P. (NOR DELL CANADA INC. FOR CANADIAN PURCHASES) NOR ITS AFFILIATES, PARTNERS, OFFICERS, DIRECTORS, EMPLOYEES OR AGENTS ARE LIABLE TO YOU, OR ANY SUBSEQUENT OWNER OR OTHER USER OF THE SUPPORTED PRODUCT, FOR ANY INCIDENTAL OR CONSEQUENTIAL DAMAGES, INCLUDING, BUT NOT LIMITED TO, LIABILITY OR DAMAGES FOR THE SUPPORTED PRODUCT NOT BEING AVAILABLE FOR USE, LOSS OR CORRUPTION OF DATA OR SOFTWARE, PERSONAL INJURY, DEATH, ANY LOSS DUE TO SUPPORTED PRODUCT FAILURE, OR ANY AND ALL INCIDENTAL, INDIRECT, SPECIAL OR CONSEQUENTIAL DAMAGES ARISING OUT OF OR IN CONNECTION WITH THE USE OR PERFORMANCE OF THE SUPPORTED PRODUCT, EVEN IF YOU HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. BY ENTERING INTO THIS AGREEMENT, YOU EXPRESSLY WAIVE ANY CLAIMS DESCRIBED IN THIS PARAGRAPH. YOU AGREE AND UNDERSTAND THAT WE WILL NOT BE RESPONSIBLE FOR ANY AMOUNT OF DAMAGES ABOVE THE AGGREGATE DOLLAR AMOUNT PAID BY YOU FOR THE PURCHASE OF THE SUPPORTED PRODUCT COVERED BY THIS AGREEMENT. SOME STATES AND JURISDICTIONS DO NOT ALLOW THE EXCLUSION OR LIMITATION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO SOME OR ALL OF THE ABOVE LIMITATION OR EXCLUSION MAY NOT APPLY TO YOU.



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 of Dell Services	
	Customers Purchasing Dell Services Directly From Dell	Customers Purchasing Dell Services Through an Authorized Dell 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	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	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=gen>.



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 Services, receiving delivery of the Services, utilizing the Services 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.



General Terms

Supported Products. This Service is available on supported products which includes select Dell OptiPlex™, Latitude™, Venue™, Inspiron™, Precision™, Vostro™, XPS™, Alienware™, Chromebooks™, and Dell Wyse™ products which are purchased in a standard configuration, as well as select Microsoft™ Surface Pro™ tablets ("**Supported Products**"). Supported Products are added regularly, so 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. For example, a printer purchased with a laptop system is not covered by the laptop system's service contract; the printer and the laptop will each need their own service contract. Please refer to the Service Tag on your Supported Product when contacting Dell for this Service.

Term and Renewal. The service type, term and the Supported Product you have purchased is recorded on the Customer invoice or on the information page included with your copy of this Agreement; provided that the term of Service purchased may not exceed the length of Customer's underlying Dell limited hardware warranty, or service contract for the Supported Product. Prior to the expiration of your service contract and subject to the limitations set forth in this Agreement, you may extend your service period based on available options then in effect for your Supported Product.

Claims of Confidentiality or Proprietary Rights. You agree that any information or data disclosed or sent to Dell, over the telephone, electronically or otherwise, is not confidential or proprietary to you.

Transferability. Subject to the limitations set forth in this Agreement, Customer may transfer this Service to a third party who purchases Customer's entire Supported Product before the expiration of the then-current service term; provided that Customer is the original purchaser of the Supported Product and this Service, or Customer purchased the Supported Product and this Service from its original owner (or a previous transferee) and complied with all the transfer procedures available at www.support.dell.com. Additional terms, conditions and fees may apply to any such transfer. Please note that if Customer or Customer's transferee moves the Supported Product to a geographic location in which this Service is not available (or is not available at the same price), Customer or Customer's transferee may not have coverage or may incur an additional charge to maintain the same categories of support coverage at the new location. If Customer or Customer's transferee chooses not to pay such additional charge, the Service may be automatically changed to categories of support which are available at such price or a lesser price in such new location with no refund available.

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

Cancellation by You. For US Customers Only - This Agreement is dated as of the invoice date or other start date noted on your invoice. You may cancel this Agreement within thirty (30) days of your receipt of this Agreement by sending written notice to us at:

Dell Marketing L.P.
One Dell Way
Round Rock, Texas 78682
Attn: Service and Support Department

Except as provided in paragraph 5.i. for customers in certain states or jurisdictions, where applicable, if you cancel this Agreement within thirty (30) days of your receipt of it, we will send you a full refund less the cost of claims, if any, made under this Agreement. For example, if no claim has been made under this Agreement and you cancel this Agreement within 30 days of your receipt of it, this Agreement shall be void and we shall send you a full refund of the purchase price of this Agreement. You may not cancel this Agreement after thirty (30) days of your receipt of this Agreement, except as provided in paragraph 5.i. for customers in certain states or jurisdictions.

Cancellation by Dell. We may cancel this Agreement if you fail to pay us the Total Price for the Service in accordance with our invoice terms, make a misrepresentation to us or our agents, or otherwise breach your obligations under this Agreement. If we cancel this Agreement, we will send you written notice of



cancellation at the address indicated in our records. The notice will include the reason for cancellation and the effective date of cancellation, which will not be less than ten (10) days from the date we send notice of cancellation to you, except as provided in paragraph 5.i. for customers in certain states or jurisdictions.

Service must be cancelled separately for each Supported Product.

Entire Agreement. This Agreement is the entire agreement between you and Dell with respect to its subject matter and none of Dell's employees or agents may orally vary the terms and conditions of this Agreement.

Additional Remedies. This Agreement affords you specific legal rights. You may have additional legal rights that vary from jurisdiction to jurisdiction, including those listed below. This Agreement is not a warranty. The Supported Product you purchase from us may also come with a limited hardware warranty from Dell or third party manufacturers of Supported Products we distribute. Please consult the applicable limited warranty statements for your rights and remedies under those limited warranties. (For the Dell Limited Hardware Warranty please see www.Dell.com/Warranty).

Dispute Resolution. Customer and Dell will attempt to resolve any claim, dispute, or controversy (whether in contract, tort, or otherwise) arising out of or relating to this Agreement, Dell's advertising, or any related purchase (a "Dispute") through face-to-face negotiation with persons fully authorized to resolve the Dispute or through mediation utilizing a mutually agreeable mediator, rather than through litigation. The existence or results of any negotiation or mediation will be treated as confidential. Notwithstanding the foregoing, either party will have the right to obtain from a court of competent jurisdiction a temporary restraining order, preliminary injunction, or other equitable relief to preserve the status quo, prevent irreparable harm, avoid the expiration of any applicable limitations period, or preserve a superior position with respect to other creditors, although the merits of the underlying Dispute will be resolved in accordance with this paragraph. In the event the parties are unable to resolve the Dispute within 30 days of notice of the Dispute to the other party, the parties shall be free to pursue all remedies available at law or equity.

Force Majeure. Neither party shall be liable to the other party for any failure to perform any of its obligations (except payment obligations) under this Agreement during any period in which such performance is delayed by circumstances beyond its reasonable control including, but not limited to, acts of God, fire, flood, war, embargo, strike, riot, or the intervention of any governmental authority (a "Force Majeure"). In such event, however, the delayed party must promptly provide the other party with written notice of the Force Majeure. The delayed party's time for performance will be excused for the duration of the Force Majeure, but if the Force Majeure event lasts longer than thirty (30) days, the other party may immediately terminate this Agreement by giving written notice to the delayed party.

State-Specific Provisions. The terms stated in this paragraph are specific to warranties and services purchased for a separate charge in certain states. If you are not a permanent resident of the state identified in each paragraph below at the time you purchase the service for a separate charge, then you are not eligible for these rights and/or remedies. We are not obligated to provide the service under these terms except in the states specified below.

- **Hawaii Customers.** If you cancel this Agreement pursuant to the procedures for cancellation set forth in this Agreement and we fail to refund the purchase price of this Agreement to you within forty-five (45) days after your cancellation, we are obligated to pay you a penalty of 10% per month of the amount of the refund due and owing to you. Your right to cancel this Agreement only applies to the original owner of the Agreement and may not be transferred to subsequent owners of the Agreement. The obligations of Dell under this Agreement are backed by the full faith and credit of Dell.
- **New York Customers.** If you cancel this Agreement pursuant to the procedures for cancellation set forth in this Agreement and we fail to refund the purchase price of this Agreement to you within thirty (30) days after your cancellation, we are obligated to pay you a 10% penalty per month of the amount of the refund due and owing to you. The obligations of Dell under this Agreement are backed by the full faith and credit of Dell. In addition to the services specified under this Agreement, Dell will provide repair and replacement services as to defects in materials or



workmanship, or wear and tear, to the extent provided in Dell's Limited Hardware Warranty (see www.Dell.com/Warranty), including any warranty extensions, the provisions of which Limited Hardware Warranty are incorporated by reference herein. Dell's Limited Hardware Warranty may be included with the purchase and in the price of the covered hardware. Such incorporation by reference shall not enlarge or diminish your rights or Dell's obligations under the Limited Hardware Warranty, provided, however, the duration of this Agreement shall not extend beyond the duration of the Limited Hardware Warranty (including any warranty extensions). In the event of a conflict between the provisions of this Agreement and the Limited Hardware Warranty, the provisions of this Agreement shall control.

- **Montana Customers.** Obligations of the provider under this service contract are backed by the full faith and credit of the provider.
- **Oregon Customers.** The obligations of Dell Marketing L.P. under this Agreement are backed by the full faith and credit of Dell Inc. The contact information for both Dell Marketing L.P. and Dell Inc. is One Dell Way, Round Rock, TX 78682, Attn: Service and Support Department, (800) 624-9897.
- **Utah Customers.** Obligations of Dell under this service contract are guaranteed under a service contract reimbursement insurance policy. Should Dell fail to pay or provide service on any claim within 60 days after proof of loss has been filed, Customer is entitled to make a claim directly against the Insurance Company. Coverage afforded under this Agreement is not guaranteed by the Property and Casualty Guaranty Association. This service contract is subject to limited regulation by the Utah Insurance Department. To file a complaint, contact the Utah Insurance Department. Section 5.E. is amended as follows: Dell can cancel the Agreement during the first sixty (60) days of the initial annual term by mailing to Customer a notice of cancellation at least thirty (30) days prior to the effective date of cancellation except that Dell can also cancel the Agreement during such time period for nonpayment of premium by mailing Customer a notice of cancellation at least ten (10) days prior to the effective date of cancellation. After sixty (60) days have elapsed, Dell may cancel the Agreement by mailing a cancellation notice to Customer at least ten (10) days prior to the cancellation date for cancellations due to nonpayment of premium, and thirty (30) days prior to cancellation date for any of the following reasons: (a) material misrepresentation, (b) substantial change in the risk assumed, unless Dell should reasonably have foreseen the change or contemplated the risk when entering into the Agreement, (c) substantial breaches of contractual duties, conditions, or warranties. The notice of cancellation must be in writing to Customer at Customer's last known address and contain all of the following: (1) the order number for Customer's purchase of this Agreement, (2) the date of notice, (3) the effective date of the cancellation and, (4) a detailed explanation of the reason for cancellation.
- **Wisconsin Customers.** **This warranty is subject to limited regulation by the Office of the Commissioner of Insurance.** Dell Inc. shall be considered the obligor on the service obligations hereunder.

State-Specific Provisions for Customers that Purchase Select Microsoft™ Surface Pro™ Tablets

The terms stated in this paragraph are specific to warranties and services purchased for a separate charge in certain states for Microsoft™ Surface Pro 3™ tablets. If you are not a permanent resident of the state identified in each paragraph below at the time you purchase the service for a separate charge, then you are not eligible for these rights and/or remedies. We are not obligated to provide the service under these terms except in the states specified below.

- **Maine Customers.** The obligations of Dell under this service contract are backed by the full faith and credit of Dell and are not guaranteed under a service contract reimbursement policy. If you cancel this Agreement within twenty (20) days after we sent the Agreement to you or within ten (10) days of delivery if the Agreement was provided to you at the time of sale and you have not made a claim under this Agreement, then this Agreement is void and Dell shall refund to the Agreement holder, or credit the account of the Agreement holder for the full purchase price of the Agreement and any sales



tax refund required by state law. The right to void this Agreement is not transferrable and applies only to the original purchaser of the Agreement, and only if no claim has been made prior to its return to Dell. A ten (10) percent penalty per month will be added to the amount of the refund due and owing to you that is not paid or credited within forty-five (45) days after your cancellation. After the applicable twenty (20) or ten (10) day period has lapsed, or if a claim has been made under the Agreement during that time period, you may cancel the Agreement and we will refund to you 100% of the unearned pro rata provider fee, less any claims paid. An administrative fee not to exceed 10% of the provider fee may apply. If Dell cancels the Agreement under Section [insert] for a reason other than non-payment of the provider fee, Dell will refund to you 100% of the unearned pro rata provider fee, less any claims paid. An administrative fee not to exceed 10% of the provider fee may apply upon cancellation by Dell.

- **Maryland Customers.** If you return the service contract within twenty (20) days of the date the contract was mailed to you, or the date the contract was delivered to you if it was delivered at the time of sale, and if no claim has been made under the contract, the service contract will be void and Dell will refund to you, or credit your account, the full purchase price of the service contract. If we fail to refund the purchase price of the service contract to you within forty-five (45) days after your cancellation, we are obligated to pay you a penalty equal to ten (10) percent of the value of the consideration paid for the service contract for each month that the refund is not paid or credited. Your right to void this service contract is not transferrable and applies only to the original purchaser of the service contract, and only if no claim has been made prior to cancellation.
- **Massachusetts Customers.** If you return the service contract within (a) twenty (20) days of the date the contract was mailed to you, or (b) ten (10) days of the date the contract was delivered to you, if it was delivered at the time of sale, and if no claim has been made under the contract, the service contract will be void and Dell will refund to you, or credit your account, the full purchase price of the service contract. A ten (10) percent penalty per month will be added to a refund that is not paid or credited within forty-five (45) days after return of the service contract to Dell. Your right to cancel this service contract applies only to the original owner of the contract and only if no claim has been made prior to its return to Dell.
- **New York Customers.** If you return the service contract within (a) twenty (20) days of the date the contract was mailed to you, or (b) ten (10) days of the date the contract was delivered to you, if it was delivered at the time of sale, and if no claim has been made under the contract, the service contract will be void and Dell will refund to you, or credit your account, the full purchase price of the service contract.

For more information about any of our service offerings, please contact your Dell representative or visit dell.com/services

Availability varies by country. To learn more, customers and Dell Channel Partners should contact your sales representative for more information.

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Service Description

Extended Battery Service

Service Overview

Extended Battery Service (the “Service” or “Services”) is available for select products (the “Supported Products” defined below) that are entitled to “Dell’s Limited Warranty” and service contract coverage of greater than one year. Dell’s Limited Warranty and service contract provides primary portable computer battery coverage for the lesser of either a 1-year limited warranty or the length of the limited warranty for the Dell portable computer with which the battery is shipped. This Service extends the term of coverage for the remainder of Customer’s Limited Warranty and service contract up to 3 years by providing a replacement battery during the extended term in the event that Customer’s primary battery experiences a failure. This Service is limited to one battery replacement during the extended term only and this Service Description terminates after the Customer receives a battery replacement or the Extended Battery Service period expires on the Supported Product, whichever event occurs earlier. Additionally, if the replacement battery sent by Dell to the Customer experiences a failure within 90 days after receipt, a subsequent replacement for that battery will be provided.

Supported Products: This Service is available on select Dell Precision™, Dell Latitude™ and Dell Vostro™ portable computer systems that are entitled with a Limited Warranty and service contract. This Service is not available on Dell Inspiron™ or Dell XPS™ portable computer systems. The Supported Product covered under this Service Description is identified on Customer’s Dell invoice. A separate Service must be purchased by Customer for each Supported Product.

Please read this Service Description carefully and note that Dell reserves the right to change or modify any of the terms and conditions set forth in this Service Description at any time, and to determine whether and when any such changes apply to both existing and future Customers.

Terms & Conditions Overview

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

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

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

Dell Services Acceptable Use Policy. All customer use of software, online services, or software-enabled services in connection with the Services is pursuant to the terms of the Dell Services Acceptable Use Policy (“AUP”), which is available for review at the location provided in the Global Website Information table below and incorporated in its entirety herein by reference. PartnerDirect Certified Partners or Registrants, Resellers and



Service Providers are responsible for ensuring that their end-user customers assent to be bound by the terms and conditions of the AUP prior to use of the Services by end-users.

Support Procedures

Contacting Dell for Extended Battery Service:

Customers should call Dell hardware warranty support in accordance with Customer's applicable Service Contract when Customer experiences a problem with their primary battery. If the technician determines that the battery has experienced a failure that is covered by the terms of this Limited Warranty (Dell will ship the replacement battery to the Customer within four to five business days).

Not Included With This Service:

- More than one battery replacement per Supported Product.
- Coverage for a different type of battery than what was originally ordered with the portable computer system.
- Coverage outside of Supported Products.
- Coverage beyond the term of the Service indicated on the invoice
- Coverage for secondary batteries
- Support for damage resulting from moving the Supported Product from one geographic location to another or from one entity to another.

Customer Responsibilities

- Report battery failure to Dell hardware warranty support in accordance with Customer's applicable Agreement
- Upon request, provide Dell the serial tag number and piece part identification information ("PPID") or adequate detail to validate that a contract covered battery failure has occurred and is covered by this Service
- Inform the technician that Extended Battery Service was purchased for the system
- Upon receipt of the replacement battery, return failed Battery to Dell in the provided pre-paid packaging for proper disposal. Dell is not responsible for batteries which are not disposed of properly.
- Complete a backup of all existing data and programs on all affected systems prior to the delivery of this Service. DELL WILL HAVE NO LIABILITY FOR LOSS OR RECOVERY OF DATA OR PROGRAMS or loss of use of system(s) arising out of the services or support or any act or omission, including negligence, by Dell or a third-party service provider.

Important Additional Information

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

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

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

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



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

Relocation. This Service will be delivered to the site(s) indicated on the Customer's invoice. This Service is not available at all locations. Dell's obligation to supply the Services to relocated Supported Products is subject to local service availability and may be subject to additional fees, and to inspection and recertification of the relocated Supported Products at Dell's then current time and materials consulting rates. Customer will provide Dell with sufficient and safe access to Customer's facilities at no cost to Dell for Dell to fulfill Dell's obligations.

Service Parts Ownership. All Dell service parts removed from the Supported Product and returned to Dell become the property of Dell. Customer must pay Dell at the current retail price(s) for any service parts removed from the System and retained by Customer (except for hard drives from systems covered by Keep Your Hard Drive service) if Customer has received replacement parts from Dell. Dell uses new and reconditioned parts made by various manufacturers in performing warranty repairs.

Term and Renewal. Customer will receive Services for the term indicated on Customer's Dell invoice. Prior to the expiration of the service term, Customer may be entitled to extend the term depending on available options then in effect and in accordance with Dell's then-current procedures.

In addition, Dell may, at its option, propose to renew this Service by sending Customer an invoice to renew the Services. Customer may, at its option (where permitted by law), agree to such renewal of the Services by paying such invoice by the due date. Payment of renewal invoices shall indicate Customer's agreement to extend the term of this Service. By renewing this Service, Customer agrees that the then-current terms will apply to the renewal period. If Customer elects not to pay a renewal invoice, Services will be discontinued as of the expiration date set forth on the original or last paid Customer invoice for the Supported Product.

Transfer of Service. Subject to the limitations set forth in this Service Description, Customer may transfer this Service to a third party who purchases Customer's entire Supported Product before the expiration of the then-current service term, provided Customer is the original purchaser of the Supported Product and this Service, or Customer purchased the Supported Product and this Service from its original owner (or a previous transferee) and complied with all the transfer procedures. A transfer fee may apply.

Please note that if Customer or Customer's transferee moves the Supported Product to a geographic location in which this Service is not available or not available at the same price as Customer paid for this Service, Customer may not have coverage or may incur an additional charge to maintain the same categories of support coverage at the new location. If Customer chooses not to pay such additional charges, Customer's Service may be automatically changed to categories of support which are available at such price or a lesser price in such new location with no refund available.



Global Website Information

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

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

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Service Description

Dell ProSupport Plus for PCs and Tablets

Introduction

Dell is pleased to provide Dell ProSupport Plus for PCs and Tablets (the "Service(s)") in accordance with this Service Description ("Service Description"). Your invoice, order acknowledgement, information page, quote, order form or other mutually-agreed upon form of invoice or order acknowledgment (as applicable, the "Order Documentation") will include the name of the service(s) and available service options that you purchased.

THIS SERVICE DESCRIPTION IS A CONTRACT BETWEEN YOU AND DELL. PLEASE TAKE THE TIME TO READ THE FOLLOWING TERMS AND CONDITIONS UNDER WHICH DELL MARKETING L.P. ("DELL") AGREES TO PROVIDE THESE SERVICES TO YOU. **THIS SERVICE DESCRIPTION REQUIRES THE USE OF ARBITRATION ON AN INDIVIDUAL BASIS TO RESOLVE DISPUTES, RATHER THAN JURY TRIALS OR CLASS ACTIONS.**

The Scope of This Service

The features of your service include the following:

- Dell ProSupport Tech Support™ including Priority Call Routing
- Dedicated Technical Account Manager (TAM) for customers with 1000 or more ProSupport Plus entitled systems
- Accidental Damage (see description below and refer to [Exhibit A](#) for country-specific and state-specific terms and conditions)
- Keep Your Hard Drive
- Predictive Failure Analysis¹ Enabled by SupportAssist
- Priority call routing and Telephone access 24 hours each day, 7 days each week (including holidays)² to Dell's global expert center staffed by senior-level analysts for troubleshooting assistance of hardware and select Dell Original Equipment Manufacturer (OEM) software issues. With ProSupport Plus entitlement your call is treated as a priority contact above our standard services, and is sent to the first available agent that is trained to resolve your issue.
- On-site dispatch of technician and/or service parts to Customer's location (as necessary following remote diagnosis and troubleshooting and according to level of service purchased) for repairs and resolution necessary to remedy a Qualified Incident (as defined below). Refer to [Exhibit B](#) for more details on severity levels and on-site service options.
- If a product is not serviceable at a Customer's location, if Dell determines that a repair method other than on-site service (after remote diagnosis and troubleshooting) is required for an incident, or if on-site service is not available for your product, then please refer to [Exhibit C](#) for details on service response options.
- Remote troubleshooting assistance for common support issues, when available and with Customer's consent, in which Dell technicians connect directly to your product over a secure internet connection to expedite troubleshooting.
- Client operating system and application "Getting Started" assistance associated with common Dell OEM

¹ Certain system state information logged by the SupportAssist software should typically generate a warning presented to the Customer on the Customer's Supported Product (as defined below) of a risk of failure of the Supported Product's battery or hard drive. In order for Customer to receive these warnings, Customer must have properly downloaded and installed SupportAssist, and Customer must promptly take action as directed by the warning and/or notify Dell tech support or a Dell sales representative when Customer first receives a predictive failure warning.

² Availability varies by country. Customers and Dell Channel Partners should contact your sales representative for more information.



end-user applications such as Norton AntiVirus™ software, Microsoft® Office software suite, Intuit® QuickBooks® accounting software, Adobe® Photoshop® software and Adobe Acrobat® software. Please see Dell's Comprehensive Software Support list for other supported software titles or contact your technical support analyst for details.

What's Included in "Getting Started" assistance	What's NOT Included in "Getting Started" assistance
Support of select Dell OEM operating systems and end-user applications;	Support for software not validated and tested by Dell for your product;
Basic "How To" or feature definition questions;	Step-by-step installation, reinstallation, or configuration assistance;
Hot-fix and patch assistance.	Performance assistance or administrative assistance.

- Getting-started advice or set-up assistance associated with simple network³ connectivity for select desktops, notebooks and tablets. Simple network assistance is limited to a single client system covered by ProSupport, connecting to a single router port or wireless access point, and does not include connectivity to secondary devices, products, or domains.
- Access to online support forums 24 hours each day, 7 days each week.
- Monitoring of on-site parts and labor dispatches by Dell's Global Command Center which can proactively identify service delivery issues and coordinate resolution. Case management to help track resolution and escalation of Qualified Incidents.
- Access to Dell SupportAssist used for monitoring, alerting, and data gathering for the products entitled under the ProSupport contract. See <http://Dell.Com/SupportAssist> for more information.
- Escalation management to provide a single point of contact for incident management, escalation, and status of incidents within the scope of this Service.
- All local services are provided by Dell authorized service provider
- [Dell International Services Program](#). This program provides service and support options when travelling with select notebooks and tablets outside of your home country and for a period of less than six (6) months. Additional terms and conditions apply; please see www.Dell.com/ISP for more details.

Hardware Coverage Limitations:

Dell's Limited Hardware Warranty will apply to the Supported Product (as defined below), and is available for review at www.Dell.com/Warranty for U.S. and Canadian customers. Outside of the United States and Canada, the terms and conditions describing the warranty applicable to the Supported Product may be available at the regional Dell.com website that corresponds to the geographic location where the Supported Product was purchased, or such other geographic location to which the Supported Product was relocated in accordance with Section 4.F. or 4.G. of the Additional Terms & Conditions Applicable to Support & Warranty-Related Services section below. Hardware coverage limitations may apply and service offerings may be available to extend these hardware limitations for an additional fee. These coverage limitations are set forth on www.Dell.com/Warranty, and are applicable to Supported Products in all geographic locations, unless any specific limitation is prohibited under local law applicable where the Supported Product is located at the time that service is requested by Customer. A Supported Product or a component of a Supported Product that carries a limited lifetime warranty will be serviced by Dell according to this Service Description for the duration of your Dell ProSupport service contract. If you purchased a Supported Product or component with a limited lifetime warranty, then after your Dell ProSupport service contract period expires, subsequent Qualified Incidents related to a Supported Product or component with a limited lifetime warranty will be serviced pursuant to the Dell Basic Hardware Service contract available at www.Dell.com/ServiceContracts/global.

Dell's Limited Hardware Warranty and/or the warranty applicable to your Supported Product(s) outside the U.S. and Canada, and the Services do not cover commercial hardware products that use, or in which have been installed, products or components that have not been provided by Dell. Your Dell Limited Hardware Warranty

³ Simple network assistance is limited to a single client product covered by ProSupport, connecting to a single router port or wireless access point, and does not include connectivity to secondary devices, systems, or domains.



and/or the warranty applicable to your Supported Product(s) outside the U.S. and Canada and corresponding entitlement to the Services may be voided if third party products that were not provided by Dell are installed in your Dell system.

How to Contact Dell if You Require Service

Self-Dispatch Support Programs:

For Customers enrolled in TechDirect Program, Qualified Incidents may be handled by certified Customer technicians through the submission of a service request to the self-dispatch website or telephone queue for your region in accordance with the TechDirect terms and conditions.

All Other Consumer and Commercial Customers:

Step One: Use one of the support options to contact Dell for assistance

- Contact Dell from a location which includes physical access to the Supported Product.
- Provide the serial number of the Service Tag (as defined below), Model Number, current version of the operating system you are using, and other information as requested by Dell. Dell will verify Customer's Supported Product, applicable Service and response levels and confirm any expiration of Services.

Online, Chat, and Email Support:

Dell ProSupport website, chat, and email support available at www.Support.Dell.com.

Telephone Support Requests:

Available 24 hours each day, 7 days each week (including holidays). Contact your Regional Dell ProSupport support center to speak to a technical support analyst.

Locale	Phone number to contact Dell
United States	1-866-516-3115 or 1-800-433-7831
Canada	1-866-516-3115
Other countries	See www.Dell.com/ProSupport/RegionalContacts

Availability may differ outside of the United States and is limited to commercially reasonable efforts. Please contact your sales representative or technical support analyst for specific details for your location.

Step Two: Assist with Remote Troubleshooting

- When requested, identify error messages received and when they occur; what activities preceded the error message; and what steps you have already taken to attempt to solve the problem.
- We will work with you through a series of troubleshooting steps to help diagnose the issue.
- Experience shows that most product problems and errors can be corrected remotely.
- Follow the instructions and any suggestions carefully. Diagnostic or troubleshooting steps like those outlined in Steps One and Two are an essential aspect of reaching the right resolution for your issue. Those steps may require more than one interaction or call with Dell or an extended session, and you may be asked to access the inside of your Supported Product where safe to do so.
- If, following completion of diagnosis or troubleshooting, Dell determines that it is necessary to replace a part, return the product for service, or dispatch a service technician for on-site service, then we will provide additional instructions.

Dell SupportAssist

Dell SupportAssist is a software application that when installed, will monitor your system and collect information to assist in providing technical support. In the event an issue is detected, the information collected can be sent to Dell to provide you with an enhanced, personalized and efficient support experience.



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

- Monitoring of systems for issues impacting normal operation and performance.
- Automatic creation of Dell Technical Support requests in the event of issue detection.
- Automatic uploading of diagnostics and other data that allows efficient diagnosis of issues.
- Periodic collection of system operational data that will allow Dell to provide ProSupport Plus customers with predictive information regarding their system.

In configuring SupportAssist on your system, you will have the key contact information (e.g. name, phone number, and/or email address) required to initiate a support request with Dell stored on your system. Reporting of periodic system operational data (e.g. hardware configuration, software installed, error logs) can also be sent to Dell. SupportAssist will provide customers with the ability to configure for use on a single system or to have common configuration information stored across multiple systems. When used in conjunction with Dell's TechDirect portal, customers can receive and action alerts across their install base.

How does it work?

SupportAssist will run diagnostic scans as scheduled by the user in the configuration of the software. In the event of an issue detected in system error logs or as associated with the diagnostic scan, SupportAssist will initiate an alert. The alert is presented to the user and will transmit information to Dell to create a Technical Support Request with related failure information. This information allows Dell to provide an enhanced support experience. The data sent to Dell is encrypted with 128 bit encryption and transferred securely using SSL protocols.

What data is collected?

The information encrypted in the data log file sent back to Dell includes the following categories of data:

- User information: computer name, network domain, IP address, and Dell Service Tag.
- Hardware configuration: installed devices, processor(s), memory, network devices, and usage.
- Software configuration: covering the operating system.

The Dell SupportAssist software is not designed to collect any personal information, such as personal files, web browsing history, or cookies. However, if any personal data is inadvertently collected or viewed during the troubleshooting process, it will be treated in accordance with the Dell Privacy Policy. Please visit www.Dell.com/Privacy to review Dell's full Privacy policy.

How do I uninstall the application?

If at any time you choose to remove the Dell SupportAssist application and stop sending information to Dell, simply go to Add/Remove or Uninstall Program within the Windows® control panel, highlight the SupportAssist listings and click the Remove button. You may also contact Dell Technical Support for assistance.

Note: Removal of Dell SupportAssist or opting out of log collections options will impact Dell's ability to provide ProSupport Plus customers with monthly reporting and automated support services as listed in the sections below.

Additional Resources

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

ProSupport Plus Dedicated Technical Account Manager (for customers with 1,000 ProSupport Plus entitled systems or more)

The ProSupport Plus dedicated TAM is a remote resource that provides a wide range of system, environmental and account management features and capabilities designed to reduce downtime and improve the overall support experience from Dell. To receive the Services provided by a Technical Account Manager (TAM) (including, but not limited to ProSupport Plus TAM Reporting, described below) (the "TAM Services"), customers must i) have purchased 1,000 or more systems with active ProSupport Plus service contracts and be the registered owner of



the corresponding Service Tags (as defined below), and ii) be properly on-boarded by Dell. The 1,000 tag threshold may be satisfied by any combination of existing entitlements to the Services described in this Service Description that have at least 90 days remaining on their existing warranty and service contract, and ProSupport Plus for Enterprise services that are or have been previously purchased for enterprise products, and that have at least 90 days remaining on the warranties and service contracts that correspond to those enterprise products. If at the time of the purchase of these Services, Customer does not currently meet the 1,000 system minimum threshold, Dell will monitor Customer's subsequent purchases of the Services and ProSupport Plus for Enterprise services, and if the Customer subsequently meets or exceeds the 1,000 tag threshold, then the Customer will become eligible for TAM Services, and Dell will attempt to proactively contact Customer schedule TAM Services onboarding.

If Dell attempts to contact the Customer using the Customer's contact information available in Dell's sales and service records either at the time of the purchase of these Services, or at such later date when the Customer first meets or exceeds the 1,000 tag threshold, and Customer fails or refuses to respond or provide the information required by Dell to onboard the Customer to receive TAM Services, then Dell will have fulfilled its obligation to deliver the TAM Services under this Service Description. If Customer subsequently seeks to be on-boarded and receive TAM Services after Dell's proactive attempt to onboard Customer is unsuccessful, Customer must contact Dell and request onboarding, and provide the information required by Dell. Customers who meet the 1,000 system threshold but subsequently fall below it will lose their entitlement to TAM Services 90 days after the date that Customer falls below the 1,000 system threshold if they have not purchased a sufficient number of additional service contracts for the Services or ProSupport Plus for Enterprise services in order to satisfy the minimum requirement of 1,000 ProSupport Plus entitled assets.

ProSupport Plus TAM Reporting

ProSupport Plus TAM Reporting provides information regarding the state of the Customer's ProSupport Plus entitled environment. This TAM Reporting service is available for eligible customers with 1,000 or more ProSupport Plus entitled systems who qualify for TAM Services. Reporting reviews will be conducted by the TAM. By default, ProSupport Plus TAM Reporting is available on a monthly basis. The Customer may select to alter reporting frequency and has the option to receive reporting monthly, quarterly or on an adhoc basis. Adhoc or custom reporting requests may include additional costs.

Support Services Reporting consists of the following:

Monthly reporting: This feature includes standard global incident and warranty tracking reports of the Supported Products. The reports will be used by the Dell Technical Account Manager (TAM) to provide trending analysis and identify opportunities for driving operational efficiencies in the Customer's environment.

Standard incident report: Includes incidents by product, system age and date, time in severity level, time to close trend, business impact, and monthly activity rates.

Standard dispatch report: Includes dispatch rate and dispatches by top dispatched components, system age and date; and monthly activity rates.

Warranty tracking report: Includes total Supported Products by entitlement, product and hardware warranty and support expiration date.

Reporting Delivery for Authorized Dell Resellers and Customers Who Purchase via Authorized Dell Resellers:

ProSupport Plus TAM Reporting will be delivered by Dell to only one entity, either the authorized Dell Reseller or the end user Customer, not both. Dell will distribute ProSupport Plus TAM Reporting to the address and contact information provided to Dell at the time the Services were purchased, or else the contact information that is contained in Dell's sales and service records at the time the Customer or authorized Dell Reseller met or exceeded the 1,000 system minimum threshold.

Option 1: Authorized Dell Reseller receives TAM Services and reporting: If Customer is an authorized Dell Reseller who has purchased the Supported Product and the Services with an intent to resell, but has not yet resold the Supported Product and Services, then the authorized Dell Reseller may receive the TAM Reporting if the authorized Dell Reseller has purchased more than 1,000 systems as described above. Please note that when the reporting is



delivered to an authorized Dell Reseller it may not be categorized by specific end-user customers, and if Customer-segmented reporting by end-user account is required by the authorized Dell Reseller, it can be requested as custom reporting through the TAM at an additional cost.

Option 2: Channel Partner “End User Customer” receives reporting: This option is available if Customer has purchased 1,000 ProSupport Plus entitled PCs and Tablets and/or ProSupport Plus for Enterprise entitled enterprise systems to Customer, and Customer provides the information required by Dell to onboard Customer. Customer’s authorized Dell Reseller must identify the assets that were re-sold, and complete the Tag Transfer process in order to change ownership of the systems to the new End User Customer (as described below in Section 4.G. of the Additional Terms and Conditions Applicable to Support & Warranty Related Services). Customer’s authorized Dell Reseller must provide the Customer’s TAM with new customer numbers and key contact information in order to validate entitlement and to on-board Customer separately.

Included with the ProSupport Dedicated TAM Services

- On-boarding assistance ensuring the customer is fully enabled to receive ProSupport Plus services.
- Support planning covering entitled systems within the environment, anticipating the customers current and future service needs.
- Provide service history and contract reporting at a frequency agreed with the customer, up to a maximum of monthly, on entitled systems. See ProSupport Plus Monthly Reporting for more information on reports.
- Collaboration, on behalf of the customer, across all Dell services and commercial organizations when necessary to solve technical or business issues.
- Escalation management for when issues are not resolved through standard processes. Acting as the Services liaison to coordinate all resources necessary to resolve service issues or systemic problems as required.
- Crisis management. Providing a single point of contact for communication and collaboration between the customer and Dell when critical unplanned IT service interruptions such as a natural disasters, or other unexpected outages occur.
- Service Reviews. Schedule, timeframe and topics to be covered will be determined between the customer and the TAM during on-boarding.

Not Included with ProSupport Plus Dedicated TAM Service

- TAM engagement when a customer does not meet the minimum threshold of 1,000 ProSupport Plus entitled systems, or on products that are not entitled with a ProSupport Plus support contract.
- Technical support, troubleshooting, or diagnostic activities. (provided by ProSupport Plus tech support)
- Quoting or selling of products and services.
- Parts replacement in the event of product defect. ()
- Software or hardware installation and configuration
- Any other services not listed as included in this TAM Services section.

Additional Important Information about ProSupport Plus Dedicated TAM Service

- Availability of the TAM service is during normal business hours. Business hours are defined by the location where the TAM resides and may vary by region and country.
- After hours support may be provided by other resources within the Dell Global Support and Deployment organization at Dell’s discretion.
- The location of the TAM will be assigned during on-boarding based on customers preferred service area and staffing availability.
- Language support will be based on the local language of the TAM. Specific languages may be limited by staff availability.



Accidental Damage

NOTE: These Accidental Damage terms and conditions are NOT applicable to customers in Australia, Austria, Belgium, Czech Republic, Denmark, Finland, France, Germany, Greece, Holland, Ireland, Italy, Luxembourg, Norway, Poland, Portugal, South Africa, Slovakia, Spain, Sweden, Switzerland, New Zealand, Bulgaria, Croatia, Estonia, Russia, Hungary, Iceland, Latvia, Turkey, Lithuania, Romania, Slovenia, and the United Kingdom. Customers in EMEA can view their separate Accidental Damage Protection or Accidental Damage Theft Protection Cover Conditions terms, which will describe the terms and conditions applicable to the Accidental Damage feature of the Customer's purchase of ProSupport Plus at:

For Commercial Customers: www.Dell.com/ServiceContracts/global.

For Consumer Customers: www.Dell.com/servicecontracts.

Customers in Australia and New Zealand can access their Dell Accidental Damage Protection Insurance or Dell Accidental Damage with Theft Insurance Combined Financial Services Guide and Product Disclosure Statement which will describe the terms and conditions applicable to the Accidental Damage feature of the Customer's purchase of ProSupport Plus at:

For Commercial Customers: www.Dell.com/ServiceContracts/global.

For Consumer Customers: www.Dell.com/servicecontracts.

Customers from these countries may also request their terms and conditions from their Dell Sales representative.

During the term of this Agreement and subject to the limitations in this Agreement, we will repair the Supported Product as necessary to correct any damage to the Supported Product which occurs during the usual and customary usage of the Supported Product and is caused by either accidental damage from handling (including drops and spills) or an electrical surge (the "Accidental Damage Service").

Only parts built in or on the base unit of the Supported Product, including parts or accessories that are required for regular operation of the base unit and shipped at point of sale, such as internal memory, built-in LCD, internal components/switches, built-in buttons, drawers, lids or panels, remote controls, or cables are covered by the Accidental Damage Service.

When the Accidental Damage Service is purchased for a desktop system, both the desktop and the monitor purchased with the desktop will be covered under the service contract. The Accidental Damage Service does not cover externally-attached computers, peripherals, including, but not limited to printers, or other devices that may work in conjunction with the Supported Product, and this Accidental Damage Service does not cover components, cases, television or monitor wall mounts, wiring, or items classified as "accessories" or "consumables" and not built in or on the base unit of the Supported Product, such as batteries that are out of warranty, light bulbs, disposable/replaceable print/ink cartridges, print or photo paper, memory disks, memory cards, SIM cards, disposable memory devices, wire connections, carrying cases, stylus pens, docking stations, external modems, external speakers, game devices, game disks, secondary monitors, external mouse for notebooks, external keyboard for notebooks, or other input/output devices, any other components not internal to the Supported Product for which you purchased Service, or other parts/components requiring regular user maintenance.

If we repair your Supported Product, you understand and agree that we may replace original parts with new or used parts from the original manufacturer, or an equivalent part from a different manufacturer to the extent allowed by applicable local law (and your consent for use of such parts may be requested at the time that you report an Accidental Damage Qualified Incident to Dell). Replacement parts will be functionally equivalent to the original parts. In our discretion, we may designate an affiliated company or contract with a third party to complete repairs on the Supported Product.

If we decide that it is necessary to replace the Supported Product rather than repair it, you will receive a Supported Product equivalent to or better than the Supported Product you originally purchased from us, as determined by us in our sole and reasonable discretion.

For any incident that Dell determines is eligible for Accidental Damage Service under this Agreement (an "Accidental Damage Qualified Incident"), Service coverage is limited to one Accidental Damage Qualified Incident per Supported Product per twelve (12) month period commencing from the start date of the term of Services. The ability to submit an incident does not accumulate or carry over to any subsequent twelve month period, so that



during any twelve months during the Term only one Accidental Damage Qualified Incident may be reported by Customer to Dell in order to obtain the Accidental Damage Service. However, each Accidental Damage Qualified Incident will be applied to the 12 month period during which it is reported, even if such incident is resolved during a subsequent period. Once the Accidental Damage Qualified Incident limit is reached, Customer may request repair of the Supported Product for an additional charge.

This is not a contract for insurance. Please read this Agreement carefully, and please note that Dell reserves the right to change or modify any of the terms and conditions set forth in this Agreement at any time. Dell also reserves the right to determine whether and when any such changes apply to both existing and future Customers.

Service Response Level. When you request Service, you must allow Dell to evaluate the Supported Product to determine whether the product qualifies for Service. Dell's technical support agent will inform you of the options available to you to ship your Supported Product to Dell for evaluation and repair. As long as you follow our directions, as specified in the "Cooperate with Online Diagnosis, Phone Analyst and On-site Technician" section below, Dell will pay all shipping charges for return of the Supported Product to Dell's service facility. In some instances, Dell may make other evaluation and repair methods available to you as part of the Service. This Accidental Damage Service does not cover software. This software exclusion includes but is not limited to: 1) any defects in or damage (including without limitation virus- inflicted damage) to software preloaded on, purchased with or otherwise loaded on the Supported Product and 2) any software loaded through Custom Factory Integration. In addition, this Service does not cover any other items added through Custom Factory Integration. We will exercise reasonable efforts to, but this Agreement does not guarantee that we will, repair or replace non-software Custom Factory Integration items that may otherwise be excluded components.

Service Limitations. This Agreement does not cover and we are not obligated to repair or replace:

- Any damage to or defect in the Supported Product that is cosmetic. Under this Agreement, we are not obligated to repair wear and tear on the Supported Product and other superficial items, such as scratches and dents that do not materially impair your use of the Supported Product.
- Any Supported Product that anyone other than Dell or a person we designate has tried to repair. We will not provide Service for any product defect that results after repairs to the Supported Product made or attempted by you or any other person not authorized by Dell to repair the Supported Product.
- Any Supported Product that suffers damage in connection with or as a result of incorrect or inadequate Customer Installation. "Customer Installation" shall include any of the following performed by the Customer or any third party on behalf of the customer: (1) unpacking or moving the Supported Product (2) installation or mounting of a Supported Product to a wall or other structure (or removal of the same following installation) and (3) affixing of brackets or other weight bearing devices designed for mounting or attachment to a wall or other structure (or removal of the same). Customer Installation does not include installation services purchased from Dell.
- Any Supported Product that is lost or stolen. To receive repair or replacement of a Supported Product, you must return the damaged Supported Product to us in its entirety.
- Any Supported Product that is damaged by fire from an external source or that is intentionally damaged or damaged by misuse, abuse, failure to follow instructions provided with the Supported Product, or use of the Supported Product in an incorrect environment. If we find evidence of intentional damage, misuse, abuse, failure to follow instructions provided with the Supported Product, or use of the Supported Product in an incorrect environment, we are not obligated to repair or replace the Supported Product.
- Except as specifically provided herein, any other damages that do not arise from defects in materials or workmanship or ordinary and customary usage of the covered Supported Product.

Additional Limitations for Service Purchased After the Purchase of the Supported Product. Where allowed by law, this Service may also be available for purchase after the date that Customer purchased a product. In those instances, the following conditions and limitations apply:

- Requests for service for the supported product cannot be presented until 30 days after the Service's purchase date, as indicated on customer's invoice, information page or other order confirmation; provided however, that the 30-day waiting period will not apply to customers who extend their service period prior to the expiration of the preceding service term
- Customer is responsible for ensuring that the Supported Product is in normal operating condition at the time Services (including the Accidental Damage Service) are purchased. Under no circumstances will Dell



be responsible for Service for any damage or defect that existed prior to the Customer's purchase of the Service.

- Dell reserves the right to inspect the Supported Product to confirm that it is in normal operating condition. Dell may, for an additional charge, offer Customer repair options to return the underlying product to normal operating condition.
- If, upon inspection, Dell determines in its sole discretion that the damage or defect for the Supported Product existed before the Service was purchased, then the request for Service will be denied.

Keep Your Hard Drive

Keep Your Hard Drive Service (KYHD) allows Customers to retain possession of their failed hard drives (standard, Solid-State Drive (SSD) and Serial ATA (SATA) Hard Disk Drives (HDDs)) when receiving replacement hard drives pursuant to a Qualified KYHD Replacement. A "Qualified KYHD Replacement" is a repair and/or replacement arising from a defect(s) in workmanship occurring within the hardware warranty period applicable to Customer's Supported Product(s). All Qualified Repairs are provided pursuant to the terms of the Customer's limited hardware warranty or service agreement.

Supported Products: Keep Your Hard Drive Service is available with OptiPlex™, Precision™, Latitude™, (Dimension™), Venue™, Vostro™, XPS™, Alienware™, (Adamo™, Studio™), and Inspiron™ computer systems which are in a standard configuration. KYHD runs concurrently with the limited hardware warranty and is available on systems containing field-replaceable hard drives. Dell will only replace a failing hard drive that was purchased from Dell and installed in a Dell system, excluding items purchased through Dell's Software and Peripherals group, either at the time of system purchase or as a Customer kit and which is still under warranty. The KYHD Service will not be available to the Customer until a product is deemed eligible for a Qualified KYHD Replacement by Dell.

Keep Your Hard Drive Support Procedures

Receiving Support: Customers should contact Dell technical support in accordance with the "How to Contact Dell" Section above when they experience a problem or suspect a hard drive failure. Customers will receive support in accordance with their applicable service level entitlement under this Agreement. If the technician determines that the hard drive requires a Qualified KYHD Replacement, Dell will ship the replacement hard drive to the Customer pursuant to Customer's service level entitlement under this Agreement. This KYHD Service entitles Customer to retain possession of the failed drive.

In the event a Customer has purchased the Service, and includes or separately sends the hard drive from the Supported Product entitled to this Service to Dell as part of a Qualified KYHD Replacement, Customer agrees that their return of a hard drive entitled to this Service (a "Returned Entitled Drive") constitutes a waiver of their right to receive the Service from Dell. After Dell receives a Returned Entitled Drive, Dell will have no further obligation to the Customer with respect to such Returned Entitled Drive. Dell will not under any circumstance be obligated to return a Returned Entitled Drive to Customer, nor will Dell be required to remove data or take any other action with respect to the Customer's Returned Entitled Drive, nor any data stored on the Returned Entitled Drive. In the event that Dell receives a Returned Entitled Drive, Dell may process the Returned Entitled Drive in accordance with Dell's standard policies as a hard drive returned to Dell pursuant to the terms of the Customer's underlying warranty and service contract applicable to the Customer's Supported Product.

Failure rates on hard drives are constantly monitored and Dell reserves the right to refuse service if Dell reasonably believes that the Customer is overusing the Keep Your Hard Drive Service (such as when Customer's requests for replacement of defective hard drives materially exceeds the standard failure rates for the drive and system involved). If Dell determines (in Dell's sole discretion) a Customer is abusing the Service Dell reserves the right to cancel the Service in accordance with the Cancellation terms below.

Keep Your Hard Drive Contract does not include:

- Repair or replacement. (Any repair or replacement support is provided pursuant to customer's limited hardware warranty or service agreement.)
- Data destruction or data wipe.
- Asset recovery, disposal or recycling.



- Retention of hard drives that are subject to product recall due to health and safety risks.
- Non-standard hard drives requested as part of Dell Custom Factory Integration service.
- Support for failed/retained hard drives. (Support continues solely on the replacement hard drive pursuant to the applicable limited hardware warranty or service agreement.)
- Any activities not expressly stated in this Service Description.

Customer Responsibilities for Keep Your Hard Drive

- **Report Hard Drive failures.** Report each instance of hard drive failure to Dell hardware warranty support in accordance with Customer's applicable service agreement.
- **Provide Part Information.** Upon request, provide Dell the piece part identification information ("PPID") or adequate detail to validate that a contract covered drive failure has occurred.

Collaborative Assistance

If a problem arises with certain third-party products and software commonly utilized in conjunction with Customer's Supported Product, Dell will serve as a single point of contact, as set forth herein, until the problems are isolated and escalated to the third-party product vendor. Specifically, Dell will contact the third-party vendor and create a "problem incident" or "trouble ticket" on behalf of Customer, providing the necessary problem documentation. Once a vendor is engaged, Dell will monitor the problem resolution process and obtain status and resolution plans from the vendor until the vendor resolves the problem by either providing a resolution, steps towards a resolution, workaround, configuration changes, or escalation of a bug report. Upon the Customer's request, Dell will initiate management escalation procedures within Dell and/or the vendor organization.

To be eligible for Collaborative assistance, Customer must have the appropriate active support agreements and entitlement with the respective third-party vendor. Once isolated and reported, the third-party vendor provides technical support and resolution for Customer's problem. DELL WILL NOT BE RESPONSIBLE FOR THE PERFORMANCE OF OTHER VENDORS' PRODUCTS OR SERVICES.

View current Collaborative assistance partners [here](#). (Full URL: <http://i.dell.com/sites/doccontent/shared-content/services/en/Documents/ProSupport-Collaborative-Software-Assistance-List-Enterprise-and-End-User.pdf>.) Please note that supported third-party products may change at any time without notice to Customers.

Comprehensive Software Support

Dell ProSupport includes Dell Comprehensive Software Support for select Dell OEM end-user applications, operating systems, hypervisors and firmware on Supported Products (the "Covered Software Products") over the telephone, or by transmission of software and other information through electronic means, or by shipping software and/or other information to Customer. Covered Software Products include pre-installed end-user client applications such as Norton AntiVirus™ software, Microsoft® Office software suite, Intuit® QuickBooks® accounting software, Adobe® Photoshop® software and Adobe Acrobat® software. Please contact a Dell technical support analyst for an up-to-date list of Covered Software Products.

View current Comprehensive Software Support partners [here](#). (Full URL: <http://i.dell.com/sites/doccontent/shared-content/services/en/Documents/ProSupport-Comprehensive-Software-Support-List-Enterprise-and-End-User.pdf>.) Please note that supported third-party products may change at any time without notice to Customers.

Limits on Dell Comprehensive Software Support. Dell does not warrant that any particular software-related question will be resolved or that the Covered Software Product will produce any particular result. Situations giving rise to Customer's questions must be reproducible on a single system (i.e., one central processing unit with its workstation and other peripherals). Dell may conclude that a software issue is sufficiently complex or that Customer's Supported Product is of a nature that precludes effective analysis of the question through remote support. Customer understands and accepts that resolutions of certain issues giving rise to Customer's service request may not be available from the publisher of the relevant software title. Customer accepts that in such situations where no resolution is available from the publisher of the relevant software title, Dell's obligation to provide support to the Customer will be fully satisfied.



Excluded Services

- Performance or administrative assistance.
- Activities such as installation, de-installation, relocation, preventative maintenance, training assistance, remote administration, or any activities or services not expressly described in this Service Description.
- Supply items, media replacement, operating supplies, cosmetic accessories or parts such as batteries, frames, and cover or support thereon.
- Direct third party product support or collaborative assistance of versions not currently supported by the manufacturer, vendor, or partner.
- Support for equipment damaged by by act of nature (such as, but not limited to, lightning, flooding, tornado, earthquakes, and hurricanes), misuse, abuse of the Supported Product or components (such as, but not limited to, use of incorrect line voltages, use of incorrect fuses, use of incompatible devices or accessories, improper or insufficient ventilation, or failure to follow operating instructions), modification, unsuitable physical or operating environment, improper maintenance by Customer (or Customer's agent), moving the Supported Product in a manner inconsistent with its design, removal or alteration of equipment or parts identification labels, or failure caused by a product for which Dell is not responsible.
- Spyware/virus removal.
- Data backup services.
- Advanced wireless, networking or remote installation, set-up, optimization and configuration of applications beyond those described in this Service Description.
- Scripting, programming, database design/implementation, web development or recompiled kernels.
- Repair of damage or defects in supported Products which are purely cosmetic and do not affect device functionality.
- Repairs necessitated by software problems, or as a result of alteration, adjustment, or repair by anyone other than Dell, Dell's Authorized Reseller or Service Provider or by customers utilizing Customer Self-Replaceable (CSR) parts.

General Customer Responsibilities

Authority to Grant Access. Customer represents and warrants that it has obtained permission for both Customer and Dell to access and use the Supported Products, the data located thereon and all hardware and software components included therein, for the purpose of providing these Services. If Customer does not already have that permission, it is Customer's responsibility to obtain it, at Customer's expense, before Customer asks Dell to perform these Services.

Cooperate with Online Diagnosis, Phone Analyst and On-site Technician. Customer will cooperate with and follow the instructions given by any Dell remote support service, phone analyst or on-site technicians. Experience shows that most product problems and errors can be corrected remotely by closely following the remote diagnosis instructions or through close cooperation between the user and the analyst or technician.

On-site Obligations. Where Services require on-site 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 product does not already include these items. An adult (whether Customer or Customer's authorized representative) must be present at all times during the service technician's visit.

Maintain Software and Serviced Releases. Customer will maintain software and Supported Products at Dell-specified minimum release levels or configurations as specified on www.support.dell.com for additional Supported Products. Customer must also ensure installation of remedial replacement parts, patches, software updates or subsequent releases as directed by Dell in order to keep the Supported Products eligible for this Service.

Data Backup; Removing Confidential Data. Customer will complete a backup of all existing data, software and programs on all affected products prior to and during the delivery of this Service. Customer should make regular backup copies of the data stored on all affected products 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 on-site 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. When returning a Supported Product or part thereof, Customer will only include the Supported Product or part which has been requested by Dell or the phone technician.

Limitation of Liability. DELL'S TOTAL LIABILITY FOR ANY AND ALL CLAIMS ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT (INCLUDING ANY SERVICES PROVIDED HEREUNDER) IN ANY 12 - MONTH PERIOD SHALL NOT EXCEED THE TOTAL AMOUNT PAID BY CUSTOMER DURING THE PRIOR 12 MONTHS OF THIS AGREEMENT FOR THE SERVICE FOR EACH SUPPORTED PRODUCT GIVING RISE TO SUCH CLAIM(S). THESE LIMITATIONS, EXCLUSIONS AND DISCLAIMERS SHALL APPLY TO ALL CLAIMS FOR DAMAGES, WHETHER BASED IN CONTRACT, WARRANTY, STRICT LIABILITY, NEGLIGENCE, TORT OR OTHERWISE. THE PARTIES AGREE THAT THESE LIMITATIONS OF LIABILITY ARE AGREED ALLOCATIONS OF RISK CONSTITUTING IN PART THE CONSIDERATION FOR DELL'S SALE OF PRODUCTS, SOFTWARE OR SERVICES TO CUSTOMER, AND SUCH LIMITATIONS WILL APPLY NOTWITHSTANDING THE FAILURE OF ESSENTIAL PURPOSE OF ANY LIMITED REMEDY AND EVEN IF A PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH LIABILITIES. NEITHER DELL NOR ITS AFFILIATES, NOR THEIR RESPECTIVE PARTNERS, OFFICERS, DIRECTORS, EMPLOYEES OR AGENTS ARE LIABLE TO YOU, OR ANY SUBSEQUENT OWNER OR OTHER USER OF THE SUPPORTED PRODUCT, FOR ANY INCIDENTAL OR CONSEQUENTIAL DAMAGES, INCLUDING, BUT NOT LIMITED TO, LIABILITY OR DAMAGES FOR THE SUPPORTED PRODUCT NOT BEING AVAILABLE FOR USE, LOSS OR CORRUPTION OF DATA OR SOFTWARE, PERSONAL INJURY, DEATH, OTHER INDIRECT LOSS DUE TO SUPPORTED PRODUCT FAILURE, OR ANY AND ALL INCIDENTAL, INDIRECT, SPECIAL OR CONSEQUENTIAL DAMAGES ARISING OUT OF OR IN CONNECTION WITH THE USE OR PERFORMANCE OF THE SUPPORTED PRODUCT, EVEN IF YOU HAVE ADVISED DELL OF THE POSSIBILITY OF SUCH DAMAGES. NEITHER PARTY SHALL HAVE LIABILITY FOR THE FOLLOWING: (1) LOSS OF REVENUE, INCOME, PROFIT OR SAVINGS; (2) LOST OR CORRUPTED DATA OR SOFTWARE, LOSS OF USE OF A SYSTEM OR NETWORK OR THE RECOVERY OF SUCH; (3) LOSS OF BUSINESS OPPORTUNITY; (4) BUSINESS INTERRUPTION OR DOWNTIME; OR (5) DELIVERABLES, DELL PRODUCTS OR THIRD-PARTY PRODUCTS NOT BEING AVAILABLE FOR USE. BY ENTERING INTO THIS AGREEMENT, YOU EXPRESSLY WAIVE ANY CLAIMS DESCRIBED IN THIS PARAGRAPH. YOU AGREE AND UNDERSTAND THAT DELL WILL NOT BE RESPONSIBLE FOR ANY AMOUNT OF DAMAGES ABOVE THE AGGREGATE DOLLAR AMOUNT PAID BY YOU FOR THE PURCHASE OF THIS SERVICE FOR EACH SUPPORTED PRODUCT COVERED BY THIS AGREEMENT. SOME STATES AND JURISDICTIONS DO NOT ALLOW TOTAL OR PARTIAL EXCLUSION OR LIMITATION OF ANY DAMAGES OR INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO SOME OR ALL OF THE ABOVE LIMITATIONS OR EXCLUSIONS MAY NOT APPLY TO YOU. BUT IN SUCH CASES THIS CLAUSE SHALL BE INTERPRETED AS TO EXONERATE OR LIMIT LIABILITY AS EXTENSIVELY AS PERMITTED BY APPLICABLE LAW.

Third Party Warranties. These Services may require Dell to access hardware or software that is not manufactured by Dell. Some manufacturers' warranties may become void if Dell or anyone else other than the manufacturer works on the hardware or software. Customer will ensure that Dell's performance of Services will not affect such warranties or, if it does, that the effect will be acceptable to Customer. Dell does not take responsibility for third party warranties or for any effect that the Services may have on those warranties.



Dell Services Terms & Conditions

This Service Description is entered between you, the customer ("you" or "Customer"), and the Dell entity identified on your invoice Order Documentation for the purchase of this Service.

For U.S. Consumers: Dell is pleased to provide these services to Consumers in accordance with this Service Description and the U.S. "Consumer Terms of Sale" at <http://www.dell.com/terms> (referred to as an "Agreement").

For Business Customers: 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").

For All Customers: 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 of Dell Services	
	Customers Purchasing Dell Services Directly From Dell	Customers Purchasing Dell Services Through an Authorized Dell Reseller
United States	<p>Consumers: U.S. Consumer Terms of Sale at www.dell.com/terms</p> <p>Businesses: www.dell.com/CTS</p>	<p>Consumers: U.S. Consumer Terms of Sale at www.dell.com/terms</p> <p>Businesses: www.dell.com/CTS</p>
Canada	<p>www.dell.ca/terms (English)</p> <p>www.dell.ca/conditions (French-Canadian)</p>	<p>www.dell.ca/terms (English)</p> <p>www.dell.ca/conditions (French-Canadian)</p>
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	<p>Local www.dell.com country-specific website or www.dell.com/servicedescriptions/global.*</p> <p>In addition, customers located in France, Germany and the UK can select the applicable URL below:</p> <p>France: www.dell.fr/ConditionsGeneralesdeVente</p>	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



	Germany: www.dell.de/Geschaeftsbedingungen UK: www.dell.co.uk/terms _	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.
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* 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=gen>.

All Customers:

Prior to the expiration of your service contract and subject to the limitations set forth in this Service Description, you may be able to extend your service period based on available options then in effect for your Supported Product; provided however, that the duration of your service contract shall not extend beyond the duration of the Limited Hardware Warranty (including any warranty extensions). 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 Services, receiving delivery of the Services, utilizing the Services 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 form of signed Order Documentation.



Additional Terms & Conditions Applicable to Support & Warranty- Related Services

1. Supported Products

This Service is available on Supported Products which includes select Dell OptiPlex™, Latitude™, Venue™, Inspiron™, XPS™, Alienware™, Chromebooks™, Precision™ and Vostro™ systems which are purchased in a standard configuration, as well as select Microsoft™ Surface Pro™ tablets ("Supported Products"). Supported Products are added regularly, so please contact your Dell sales representative for the most up-to-date list of Services that are available on your Dell or non-Dell products.

Each Dell Supported Product is tagged with a serial number (the "Service Tag"). A separate service agreement must be purchased by Customer for each Supported Product. For example, a printer purchased with a laptop is not covered by the laptop's service contract; the printer and the laptop will each need their own service contract. Please refer to the Service Tag on your Supported Product when contacting Dell for this Service.

2. Support services

A. Limited Hardware Warranty. Support-related services pursuant to a Qualified Incident on Supported Products may include technical support options (remote, telephone, Internet, etc.) and service parts and related labor services to repair or replace defect(s) in workmanship pursuant to and occurring within the limited warranty period applicable to Customer's Supported Product(s). Dell's Limited Hardware Warranty is available for review at www.Dell.com/Warranty or posted outside of the United States at your regional Dell.com website. The Microsoft Surface Pro Warranty (available at: <http://www.microsoft.com/surface/en-us/support/documents>) covers Surface Pro Supported Products for the first year of customer's service terms (as defined below). Additional state-specific terms and conditions related to Consumer purchasers of Microsoft™ Surface Pro 3™ tablets are included in the State-Specific Provisions in Exhibit A below.

B. Hardware Coverage Restrictions. Hardware coverage limitations may apply and service offerings may be available to extend these hardware limitations for an additional fee. Please see www.Dell.com/Warranty for warranty information or contact a Dell technical support analyst for more details.

C. Whole Unit Replacement; Failure to Return.

If Dell determines that a part or component of the defective Supported Product is one that is easily disconnected and reconnected (such as a keyboard or monitor), or if Dell determines that the Supported Product is one that should be replaced as a whole unit, Dell reserves the right to send Customer a whole replacement unit. All Dell service parts or components removed from the Supported Product and any original products for which customer received a replacement product become the property of Dell. If a Dell delivers a replacement part, component, or product to Customer, Customer must relinquish the defective item to Dell, other than a hard drive retained pursuant to the Keep Your Hard Drive service terms for the affected system in which case Customer may retain the respective hard drive(s). If Customer does not relinquish the defective item to Dell as required above, or if (in the event the replacement unit was not delivered in person by a Dell technician) the defective unit is not returned within ten (10) days, Customer agrees to pay Dell for the replacement unit upon receipt of invoice.

IF YOU FAIL TO PAY DELL FOR ANY PART, COMPONENT, OR PRODUCT, THEN DELL MAY CANCEL THIS AGREEMENT, SUSPEND YOUR WARRANTY AND/OR SERVICE SUPPORT ON ANY DELL PRODUCT YOU MAY OWN UNTIL THE APPLICABLE AMOUNT IS PAID, AND/OR TAKE OTHER LEGAL STEPS. A suspension of warranty or service for failure to properly return a part, component, or product will not toll the term of your warranty.

D. Parts Stocked. Dell currently stocks parts in various locations throughout the world. Selected parts may not be stocked in the location closest to a Customer's site. If a part that is needed to repair the Supported Product is not available from a Dell facility near the Customer's location and must be transferred from another facility, it will be shipped as soon as is practical and commercially reasonable.

E. Service Parts. Dell uses and Customer expressly authorizes the use of new and reconditioned parts made by various manufacturers in performing warranty repairs.

3. Term of Service. This Service Description commences on the date listed on your Order Documentation and continues through the term ("Term") indicated on the Order Documentation. As applicable, the number of systems, products, licenses, installations, deployments, managed end points or end-users for which Customer has purchased any one or more Services, the rate or price, and the applicable Term for each Service is indicated on Customer's Order Documentation or



other mutually-agreed upon form of invoice, order acknowledgment or purchase order. Unless otherwise agreed in writing between Dell and Customer, purchases of Services under this Agreement shall be solely for Customer's own internal use and not for resale or service bureau purposes.

4. Important Additional Information

- A. **Rescheduling.** Once this service has been scheduled, any changes to the schedule must occur at least 8 calendar days prior to the schedule date. If Customer reschedules this service within 7 days or less prior to the schedule date, there will be a rescheduling fee not to exceed 25% of Dell's then-current sales price for the services. Customer agrees that any rescheduling of the service will be confirmed at least 8 days prior to commencement of the service.
- B. **Commercially Reasonable Limits to Scope of service.** Dell may refuse to provide Services if, in its opinion, providing the Services creates an unreasonable risk to Dell or Dell's Service providers or is beyond the scope of Services. Dell is not liable for any failure or delay in performance due to any cause beyond its control. Service extends only to uses for which the Supported Product was designed.
- C. **Optional Services.** Optional services (including point-of-need support, installation, consulting, managed, and professional, support or training services) may be available for purchase from Dell and will vary by Customer location. Optional services may require a separate agreement with Dell. In the absence of such agreement, optional services are provided pursuant to this Agreement.
- D. **Recording Calls.** In carrying out its obligations, Dell, or its third party sub-contractors, may at its discretion and solely for the purposes of monitoring the quality of Dell's response, record part or all of the calls between you and Dell. **By utilizing these Services, you consent to have your calls with Dell or its third-party subcontractors monitored or recorded.**
- E. **Cancellation.** Cancellation terms for Consumer customers are included in [Exhibit A](#).

For all other customers, Dell may cancel this Service at any time during the Service term for any of the following reasons:

- Customer fails to pay the total price for this Service in accordance with the invoice terms;
- Customer is abusive, threatening, or refuses to cooperate with the assisting

analyst or on-site technician; or

- Customer fails to abide by all of the terms and conditions set forth in this Service Description.

If Dell cancels this Service, Dell will send Customer written notice of cancellation at the address indicated on Customer's invoice. The notice will include the reason for cancellation and the effective date of cancellation, which will be not less than ten (10) days from the date Dell sends notice of cancellation to Customer, unless state law requires other cancellation provisions that may not be varied by agreement. If Dell cancels this service pursuant to this paragraph, Customer shall not be entitled to any refund of fees paid or due to Dell.

If you purchased this service from a seller other than Dell, please see your sales receipt or other sales documentation for return policy, and please visit your original place of purchase for returns, cancellations, or refunds.

- F. **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 on-site response times will vary by geography and configuration, and certain options may not be available for purchase in Customer's location, so please contact a sales representative for these details. Support outside of the country in which Customer purchased this Service (e.g., while Customer is traveling) may be available on a commercially reasonable efforts basis (e.g., not available in all countries, not available on all parts, not available to all Customers). Dell's obligation to supply the Services to relocated Supported Products is subject to local service availability and may be subject to additional fees, and to inspection and recertification of the relocated Supported Products at Dell's then current time and materials consulting rates. Customer will provide Dell with sufficient and safe access to Customer's facilities at no cost to Dell for Dell to fulfill Dell's obligations. For EMEA customers, unless stated otherwise in this service description, on-site service is available up to a distance of 150km from nearest PUDO [contact your sales representative for more information].
- G. **Transfer of Service.** Subject to the limitations set forth in this Service Description, Customer may transfer this Service to a third party who purchases Customer's entire Supported Product before the expiration of the then-current service term, provided Customer is the original purchaser of the Supported Product and this Service, or



Customer purchased the Supported Product and this Service from its original owner (or a previous transferee) and complied with all the transfer procedures available at www.support.dell.com. A transfer fee may apply. Please note that if Customer or Customer's transferee moves the Supported Product to a geographic location in which this Service is not available (or is not available at the same price) as Customer paid for this Service, Customer may not have coverage or may incur an additional charge to maintain the same categories of support coverage at the new location. If Customer chooses not to pay such additional charges, Customer's Service may be automatically changed to categories of support which are available at such price or a lesser price in such new location with no refund available.

H. Binding Arbitration. THIS AGREEMENT REQUIRES THE USE OF ARBITRATION ON AN INDIVIDUAL BASIS TO RESOLVE ANY AND ALL DISPUTES OR CONTROVERSIES BETWEEN CUSTOMER AND DELL, RATHER THAN JURY TRIALS OR CLASS ACTIONS, ACCORDING TO THE TERMS IN DELL'S U.S. TERMS OF SALE (see www.dell.com/terms).

Neither Dell nor you may institute any action in any form arising out of this Service Description more than eighteen (18) months after the cause of action has arisen, or in the case of nonpayment, more than eighteen (18) months from the date of last payment. For commercial customers only: The dispute resolution terms and conditions that apply to this agreement and your purchase of this Service are set forth in either the Dell Commercial Terms of Sale (available at www.dell.com/terms) or your separately-signed master services agreement with Dell that explicitly authorizes the sale of this Service.

I. Notices. Any written notices provided by you to Dell must be sent to the following address: Dell Marketing L.P., One Dell Way, Round Rock, TX 78682, Attn: Service and Support Department.

J. Governing Law. THIS AGREEMENT SHALL, TO THE EXTENT PERMITTED BY APPLICABLE LAW, BE GOVERNED BY THE LAWS OF THE STATE OF TEXAS, WITHOUT REGARD TO CONFLICTS OF LAWS RULES.

K. Assignment. Dell reserves the right to assign its rights and obligations under this Service Description to a qualified third party designated by Dell. In the event of such an assignment, you agree to look solely to the third party assignee for performance under this agreement.

L. Complete Agreement. THIS SERVICE DESCRIPTION IS THE COMPLETE AND

EXCLUSIVE STATEMENT OF THE AGREEMENT BETWEEN YOU AND DELL AND IT SUPERSEDES ALL PRIOR ORAL AND WRITTEN PROPOSALS AND COMMUNICATIONS PERTAINING TO THE SUBJECT MATTER HEREOF.

M. WARRANTY EXCLUSION. DELL MAKES NO WARRANTY AS TO THE SERVICES PROVIDED HEREUNDER, EITHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, ANY IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. DELL EXPRESSLY DISCLAIMS ALL WARRANTIES AS TO THE SERVICES PROVIDED HEREUNDER.

N. LIMITATION OF REMEDY. YOUR EXCLUSIVE REMEDY AND DELL'S ENTIRE, COLLECTIVE LIABILITY IN CONTRACT, TORT OR OTHERWISE, UNDER THIS AGREEMENT IS THE REPAIR OF THE DEFECTIVE PRODUCT OR COMPONENTS IN ACCORDANCE WITH THIS AGREEMENT. IF DELL IS UNABLE TO MAKE SUCH REPAIR, YOUR EXCLUSIVE REMEDY AND DELL'S ENTIRE LIABILITY WILL BE THE PAYMENT OF ACTUAL DAMAGES NOT TO EXCEED THE CHARGE PAID BY YOU IN THE PRECEDING TWELVE (12) MONTHS OR, IF NO CHARGE WAS PAID, THE THEN-CURRENT PUBLISHED ANNUAL CHARGES FOR THIS AGREEMENT. UNDER NO CIRCUMSTANCES WILL DELL BE LIABLE TO YOU OR ANY OTHER PERSON FOR ANY DAMAGES, INCLUDING, WITHOUT LIMITATION, ANY INDIRECT, INCIDENTAL, SPECIAL, OR CONSEQUENTIAL DAMAGES, EXPENSES, COST, PROFITS, LOST SAVINGS OR EARNINGS, LOST OR CORRUPTED DATA, OR OTHER LIABILITY ARISING OUT OF OR RELATED TO THIS AGREEMENT, OR OUT OF THE INSTALLATION, DEINSTALLATION, USE OF, OR INABILITY TO USE THE PRODUCT, OR OUT OF THE USE OF ANY SERVICE MATERIALS PROVIDED HEREUNDER. THIS AGREEMENT GIVES YOU SPECIFIC LEGAL RIGHTS AND YOU MAY HAVE OTHER RIGHTS THAT VARY BY JURISDICTION OR LOCATION. SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OR LIMITATION OF (i) INCIDENTAL OR CONSEQUENTIAL DAMAGES OR (ii) IMPLIED WARRANTIES, SO THE ABOVE EXCLUSIONS MAY NOT APPLY.



For more information about any of our service offerings, please contact your Dell representative or visit www.dell.com/services. Availability varies by country. To learn more, customers and Dell Channel Partners should contact your sales representative for more information.

© 2016 Dell Inc. All rights reserved. Trademarks and trade names may be used in this document to refer to either the entities claiming the marks and names or their products. Dell's terms and conditions of sale apply and by referring to the text and the chart above titled "Dell Services Terms & Conditions". A printed hard copy of Dell's terms and conditions of sale is also available upon on request.

Exhibit A

Country-Specific and State-Specific Terms and Conditions

Country-Specific Provisions on Governing Law and Jurisdiction for Asia-Pacific and Japan (APJ) Customers. The governing law and which courts can adjudicate any dispute arising out of or in connection with this Agreement depends on where Customer is domiciled. Each party agrees to the applicable governing law below, without regard to choice or conflicts of law rules or the United Nations Convention on the International Sale of Goods, and to the exclusive jurisdiction of the applicable courts below.

If Customer is domiciled in:	The governing law is:	The courts having jurisdiction are:
China	Laws of People's Republic of China	Exclusive jurisdiction of the People's Court in Xiamen
Hong Kong	Laws of Hong Kong	Non-exclusive jurisdiction of the courts of Hong Kong
Taiwan	Laws of Taiwan	Non-exclusive jurisdiction of the Taipei District Court in the ROC
Korea	Laws of Korea	Non-exclusive jurisdiction of the Seoul Central Regional Court
Malaysia	Laws of Malaysia	Non-exclusive jurisdiction of the courts of Malaysia
Singapore	Laws of Singapore	Non-exclusive jurisdiction of the courts of Singapore
Thailand	Laws of Thailand	Non-exclusive jurisdiction of the courts of Thailand
India	Laws of India	exclusive jurisdiction of the courts in Bangalore
Japan	Laws of Japan	Exclusive jurisdiction of the Tokyo District Court of Japan
Any other country in the Asia Pacific & Japan region except Australia, and Japan	Laws of Singapore	Non-exclusive jurisdiction of the courts of Singapore

Additional State-Specific Provisions for Certain Consumer Customers in the U.S. Dell offers certain products for personal, family, or household use. Unless otherwise required by law, the following terms apply only to customers who purchase such products for the customer's own personal, family, or household use and not for resale, research, business, or other purposes ("Consumers"). The term "Agreement" in this Exhibit A refers to this Service Description.

- A. CANCELLATION.** If you purchased this service from a seller other than Dell, please see your sales receipt or other sales documentation for return policy, and please visit your original place of purchase for returns, cancellations, or refunds. FOR CUSTOMERS WHO PURCHASED FROM DELL, YOU MAY CANCEL THIS AGREEMENT BY PROVIDING TO DELL AT LEAST THIRTY (30) DAYS WRITTEN NOTICE OF THE DECISION TO CANCEL. DELL WILL ISSUE A REFUND TO YOU FOR ANY UNUSED PORTION OF THE SERVICE TERM FOR WHICH YOU HAVE PAID. IF MORE THAN THIRTY (30) DAYS HAVE TRANSPIRED FOR THE CURRENT CONTRACT YEAR, THEN A REFUND WILL NOT BE PAID FOR THAT CURRENT CONTRACT YEAR. THE BASE LIMITED HARDWARE WARRANTY MAY NOT BE CANCELLED. CANCELLATION OF EXTENDED WARRANTIES OR ADDITIONAL SERVICES AT ANY TIME AFTER THE ORDER IS PLACED MAY REDUCE ANY APPLICABLE DISCOUNT AND MAY REQUIRE RETURN OF THE COMPLETE PRODUCT. DELL MAY IMMEDIATELY CANCEL THIS AGREEMENT AND YOU WILL NOT BE ENTITLED TO A REFUND IF YOU FAIL TO ABIDE BY ALL OF THE TERMS AND CONDITIONS SET FORTH IN THIS SERVICE DESCRIPTION, IF YOU FAIL TO MAKE ANY PAYMENT WHEN DUE, IF YOU FAIL TO PROVIDE A LOCATION AT YOUR HOME THAT IS CONDUCTIVE TO PRODUCT REPAIR, IF YOU INSIST ON SERVICE TO BE PROVIDED AT VARYING LOCATIONS, IF YOU FAIL TO PROPERLY RESTRAIN A PET, IF YOU ARE ABUSIVE OR REFUSE TO COOPERATE WITH OUR TECHNICIAN, IF YOU THREATEN OUR TECHNICIAN EITHER VERBALLY OR PHYSICALLY, OR IF YOUR LOCATION OR THE GENERAL AREA WHERE THE PRODUCT IS LOCATED IS INFESTED WITH INSECTS, RODENTS, PESTS, BIOHAZARDS, HUMAN OR ANIMAL EXCREMENT AND/OR CHEMICALS AS REASONABLY DETERMINED TO BE UNSAFE BY OUR TECHNICIAN. If Dell cancels this Service, Dell will send Customer written notice of cancellation at the address indicated on Customer's invoice or the last-known address in Dell's records. 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. Local law may require other cancellation provisions that may not be varied by agreement. State-specific cancellation provisions that may apply to United States Consumers are detailed in the State-Specific section below.
- B. State-Specific Provisions.** The terms stated in this section are specific to warranties and services purchased for a separate charge in certain states. If you are not a permanent resident of the state identified in each paragraph below at the time you purchase the service for a separate charge, then you

are not eligible for these rights and/or remedies. We are not obligated to provide the service under these terms except in the states specified below.

- Alabama, Georgia and Kentucky Customers. The obligations of Dell under this Agreement are backed by the full faith and credit of Dell.
- California Customers. You may cancel this Agreement at any time by following the procedures for cancellation set forth in this Agreement. If you cancel this Agreement within 30 days of receipt of this Agreement, you will receive a full refund if no claims have been made against the contract. If any claim has been made against the contract, then you will receive a pro-rata refund based on the retail value of any service performed. If you cancel this Agreement after thirty (30) days of your receipt of this Agreement, you are entitled to a pro-rata refund as follows: Refund = The Total Price minus (a) the number of days from the date you receive the covered hardware until we receive notice of your cancellation divided by the term of this Agreement; (b) 0.1 multiplied by the Total Price; and (c) the cost of any repair or replacement provided to you before cancellation.
- Illinois Customers. You may cancel this Agreement at any time by following the procedures for cancellation set forth in this Agreement. If you cancel this Agreement after thirty (30) days of your receipt of this Agreement, you are entitled to a pro-rata refund as follows: Refund = The Total Price minus (a) the number of days from the date you receive the covered hardware until we receive notice of your cancellation divided by the term of this Agreement; (b) 0.1 multiplied by the Total Price; and (c) the cost of any repair or replacement provided to you before cancellation.
- Florida Customers. The terms stated in this paragraph are specific to permanent residents of Florida who purchase both the hardware and this Agreement for personal, family or household purposes. If you are not a permanent resident of Florida at the time you purchase the hardware and this Agreement for personal, family or household purposes, then you are not eligible for these rights and/or remedies. You may cancel this Agreement at any time by following the procedures for cancellation set forth in this Agreement. In the event you cancel this Agreement, you are entitled to a refund, which shall be based upon 90 percent of the unearned pro-rata purchase price less any claims that have been paid or less the cost of repairs made on your behalf. In the event the contract is canceled by Dell, the refund shall be based upon 100 percent of the unearned pro-rata purchase price. Arbitration of any and all claims and disputes arising solely out of the terms and conditions of this Agreement is non-binding unless the parties agree in writing at the time a claim is asserted or a demand for arbitration is made that both parties want the arbitration to be binding. This Agreement shall be governed by the laws of the State of Texas; however, to the extent such governing law is expressly prohibited by Florida's laws governing service warranty associations in certain instances, then the laws of Florida shall govern in such instances. No fees for service transfer or downgrading due to geographic limitations apply. If service downgrades are required as a result of transferring the hardware to a new location, then you may cancel this Agreement and receive a pro-rata refund as set forth immediately above. Dell Marketing L.P. is a licensed service warranty association in Florida, and it is the issuer of this Agreement.
- Hawaii Customers. If you cancel this Agreement pursuant to the procedures for cancellation set forth in this Agreement and we fail to refund the purchase price of this Agreement to you within forty-five (45) days after your cancellation, we are obligated to pay you a penalty of 10% per month of the amount of the refund due and owing to you. Your right to cancel this Agreement only applies to the original owner of the Agreement and may not be transferred to subsequent owners of the Agreement. The obligations of Dell under this Agreement are backed by the full faith and credit of Dell.
- Maine Customers. You may cancel this Agreement at any time by following the procedures for cancellation set forth in this Agreement. If you cancel this Agreement within twenty (20) days after we sent the Agreement to you or within ten (10) days of delivery if the Agreement was provided to you at the time of sale and you have not made a claim under this Agreement, then this Agreement is void and Dell shall refund to the Agreement holder, or credit the account of the Agreement holder for the full purchase price of the Agreement and any sales tax refund required by state law. The right to void this Agreement as provided in this subsection is not transferable and shall apply only to the original purchaser of the Agreement, and only if no claim has been made prior to the return of the Agreement to Dell. If you cancel this Agreement pursuant to the procedures for cancellation set forth in this Agreement and we fail to refund the purchase price of this Agreement to you within forty-five (45) days after your cancellation, we are obligated to pay you a penalty of 10% per month of the amount of the refund due and owing to you. After the applicable twenty (20) or ten (10) day period has lapsed or if a claim has been made under the Agreement during that time period, you may cancel the Agreement and we will refund to you 100% of the unearned pro rata provider fee, less any claims paid. An administrative fee not to exceed 10% of the provider fee may

apply. If Dell cancels this Agreement, Dell shall mail a written notice to the owner of this Agreement at the last known address of such owner that is contained in our records at least fifteen (15) days prior to cancellation by Dell and the notice will state the effective date of the cancellation and reason for the cancellation. If this Agreement is cancelled by Dell for a reason other than non-payment of the provider fee, Dell will refund to you 100% of the unearned pro rata provider fee, less any claims paid. An administrative fee not to exceed 10% of the provider fee may apply upon cancellation by Dell. Obligations of the provider under this Agreement are backed by the full faith and credit of Dell.

- Maryland Customers. If you return the service contract within twenty (20) days of the date the contract was mailed to you, or the date the contract was delivered to you if it was delivered at the time of sale, and if no claim has been made under the contract, the service contract will be void and Dell will refund to you, or credit your account, the full purchase price of the service contract. If we fail to refund the purchase price of the service contract to you within forty-five (45) days after your cancellation, we are obligated to pay you a penalty equal to ten (10) percent of the value of the consideration paid for the service contract for each month that the refund is not paid or credited. Your right to void this service contract is not transferrable and applies only to the original purchaser of the service contract, and only if no claim has been made prior to cancellation.
- Massachusetts Customers. You may cancel this Agreement at any time by following the procedures for cancellation set forth in this Agreement. If you cancel this Agreement within twenty (20) days after we sent the Agreement to you or within ten (10) days of delivery if the Agreement was provided to you at the time of sale and you have not made a claim under this Agreement, then this Agreement is void and Dell shall refund to the Agreement holder, or credit the account of the Agreement holder or other payer of record, if different, for the full purchase price of the Agreement. The right to void this Agreement as provided in this subsection is not transferable and shall apply only to the original purchaser of the Agreement, and only if no claim has been made prior to the return of the Agreement to Dell. If you cancel this Agreement pursuant to the procedures for cancellation set forth in this Agreement and we fail to refund the purchase price of this Agreement to you within forty-five (45) days after your cancellation, we are obligated to pay you a penalty of 10% per month of the amount of the refund due and owing to you. If Dell cancels this Agreement, Dell shall mail a written notice to the owner of this Agreement at the last known address of such owner that is contained in our records at least five (5) days prior to cancellation by Dell. Prior notice is not required if Dell cancels due to: nonpayment; a material misrepresentation; or a substantial breach of duties by the service contract holder relating to the covered product or its use. Obligations of the provider under this Agreement are backed by the full faith and credit of Dell.
- Montana Customers. Obligations of the provider under this Agreement are backed by the full faith and credit of the provider.
- Nevada Customers. You may cancel this Agreement at any time by following the procedures for cancellation set forth in this Agreement. If you cancel this Agreement within twenty (20) days after your receipt of this Agreement and you have not made a claim under this Agreement, you are entitled to a full refund of the Total Price. If you cancel this Agreement any time after twenty (20) days after your receipt of this Agreement or if you cancel this Agreement and have made a claim at any time under this Agreement, you are entitled to a refund of the unearned premium calculated on a pro rata basis, minus a cancellation fee of 10% of the Total Price. We may cancel this Agreement for any reason within seventy (70) days after your receipt of this Agreement. We may cancel this Agreement thereafter only if:
 - You fail to pay an amount when due;
 - You are convicted of a crime that results in additional service under this Agreement;
 - It is discovered that you committed fraud or made a material misrepresentation in obtaining this Agreement or submitting a claim;
 - It is discovered that you engaged in an act or omission, or violated a condition of this Agreement, after the date of this Agreement which substantially and materially increases the service due under this Agreement; or
 - A material change occurs to the nature or scope of the service that causes it to be substantially and materially increased beyond that contemplated as of the date of this Agreement.

If we cancel or suspend this Agreement as provided above, we will send you written notice at the address indicated in our records. The notice will include the effective date of the cancellation or suspension, which will not be less than fifteen (15) days after the date we send you the notice of cancellation or suspension, and you will have the right to contact us to cancel the contract in lieu of suspension. In addition, in the case of cancellation, you will be entitled to a refund of the unearned premium calculated on a pro rata basis. If we fail to deliver to you within forty-five (45)

days any unearned premium to which you are entitled as provided above, you will be entitled to an additional amount equal to 10% of the Total Price for every thirty (30) days such refund is delayed beyond the 45-day period. You are not required to pay a deductible to receive the service. The service covers only the types of defects expressly identified in this Agreement. Any other defects in the hardware existing prior to the date of this Agreement are not covered by the service. Repairs initiated or completed without Dell's prior approval will not be covered under this service contract. The obligations of Dell under this Agreement are backed by the full faith and credit of Dell Inc. This Agreement shall be governed by the laws of the State of Nevada. The arbitration provisions of this Agreement shall not apply to disputes arising solely from this Agreement. Dell may assign its administrative obligations to a third party that is registered in Nevada but may not transfer its provider obligations unless the new provider files its own service contract in compliance with NEV. REV. STAT. ANN. §§ 690C.010, et seq.

- New York Customers. If you cancel this Agreement pursuant to the procedures for cancellation set forth in this Agreement and we fail to refund the purchase price of this Agreement to you within thirty (30) days after your cancellation, we are obligated to pay you a 10% penalty per month of the amount of the refund due and owing to you. The obligations of Dell under this Agreement are backed by the full faith and credit of Dell. In addition to the services specified under this Agreement, Dell will provide repair and replacement services as to defects in materials or workmanship, or wear and tear, to the extent provided in Dell's Limited Hardware Warranty (see <http://www.dell.com/warranty>), including any warranty extensions, the provisions of which Limited Hardware Warranty are incorporated by reference herein. Dell's Limited Hardware Warranty may be included with the purchase and in the price of the covered hardware. Such incorporation by reference shall not enlarge or diminish your rights or Dell's obligations under the Limited Hardware Warranty, provided, however, the duration of this Agreement shall not extend beyond the duration of the Limited Hardware Warranty (including any warranty extensions). In the event of a conflict between the provisions of this Agreement and the Limited Hardware Warranty, the provisions of this Agreement shall control.
- North Carolina Customers. You are entitled to written notification before the sale of a service agreement that the purchase of a service agreement is not required either to purchase or obtain financing on the covered hardware. You may cancel this Agreement at any time by following the procedures for cancellation set forth in this Agreement. If you cancel this Agreement after thirty (30) days of your receipt of this Agreement, you are entitled to a pro-rata refund as follows: Refund = The Total Price minus (a) the number of days from the date you receive the covered hardware until we receive notice of your cancellation divided by the term of this Agreement; (b) 0.1 multiplied by the Total Price; and (c) the cost of any repair or replacement provided to you before cancellation.
- Oklahoma Customers. Dell Inc. shall be considered the obligor on the service obligations hereunder.
- Oregon Customers. The obligations of Dell Marketing L.P. under this Agreement are backed by the full faith and credit of Dell Inc. The contact information for both Dell Marketing L.P. and Dell Inc. is One Dell Way, Round Rock, TX 78682, Attn: Service and Support Department, (800) 624-9897. The arbitration provisions in this Agreement shall not apply to disputes arising solely from this Agreement. This Agreement shall be governed by the laws of the State of Oregon.
- South Carolina Customers. If you cancel this Agreement pursuant to the procedures for cancellation set forth in this Agreement and we fail to refund the purchase price of this Agreement to you within forty-five (45) days after your cancellation, we are obligated to pay you a 10% penalty per month of the amount of the refund due and owing to you. Your right to cancel this Agreement only applies to the original owner of the Agreement and may not be transferred to subsequent owners of the Agreement. If we cancel this Agreement, we will send you written notice of the cancellation at least fifteen (15) days prior to the effective date of cancellation. The obligations of Dell under this Agreement are backed by the full faith and credit of Dell. If we do not timely resolve such matters within sixty (60) days of proof of loss, you may contact the South Carolina Department of Insurance, Post Office Box 100105, Columbia, South Carolina 29202-3105, or (800) 768-3467.
- Texas Customers. If you cancel this Agreement pursuant to the procedures for cancellation set forth in this Agreement and we fail to refund the purchase price of this Agreement to you within forty-five (45) days after your cancellation, we are liable to you for a penalty of no more than 10% per month of the amount of the refund due and owing to you. Your right to cancel this Agreement only applies to the original owner of the Agreement and may not be transferred to subsequent owners of the Agreement. The obligations of Dell under this Agreement are backed by the full faith and credit of Dell. Any unresolved complaints concerning Dell or questions concerning the

regulation of service contract providers may be addressed to: Texas Department of Licensing and Regulation, P.O. Box 12157, Austin, Texas 78711-2157, telephone (512) 4636599 or (800) 803-9202 (within Texas).

- Washington Customers. If you cancel this Agreement pursuant to the procedures for cancellation set forth in this Agreement above and we fail to refund the purchase price of this Agreement to you within thirty (30) days after your cancellation, we are obligated to pay you a penalty of 10% per month of the amount of the refund due and owing to you. Your right to cancel this Agreement only applies to the original owner of the Agreement and may not be transferred to subsequent owners of the Agreement. If we cancel this Agreement as provided above, we will send you written notice at the address indicated in our records at least twenty-one (21) days prior to the effective date of that cancellation. The notice will state the effective date of the cancellation the true and actual reason for the cancellation. The obligations of Dell under this Agreement are backed by the full faith and credit of Dell. The arbitration provisions in this Agreement do not apply to the extent those provisions are expressly prohibited by Washington law. Those laws, including Wash. Rev. Code 48.110.070(14) and the state Uniform Arbitration Act (Wash. Rev. Code 7.04A et seq.), may give you certain rights, such as a right to arbitrate in Washington at a location in closest proximity to your permanent residence (unless you and Dell agree otherwise).
- Wisconsin Customers. This Agreement is subject to limited regulation by the Office of the Commissioner of Insurance. Dell Inc. shall be considered the obligor on the service obligations hereunder.
- Wyoming Customers. The arbitration provisions in this Agreement do not apply to the extent those provisions are expressly prohibited by Wyoming law. Those laws may give you certain rights, such as the right to voluntarily enter into a written agreement to arbitrate, and, to the extent required by Article 19, Section 8 of the Constitution of the State of Wyoming, arbitration of any and all claims and disputes arising solely out of the terms and conditions of this Agreement is non-binding unless the parties agree in writing that both parties want the arbitration to be binding. The final determination in any proceeding instituted pursuant to the arbitration provisions set forth in this Agreement may be submitted to a court of competent jurisdiction in accordance with Sections 1-36-101 to -119 of the Wyoming Statutes. This Agreement shall be governed by the laws of the State of Texas; however, to the extent such governing law is expressly prohibited by Wyoming's laws governing service contract providers in certain instances, then the laws of Wyoming shall govern in such instances. The obligations of the provider under this service contract are backed by the full faith and credit of the provider. If you cancel this Agreement within thirty (30) days after this Agreement was provided to you and no claims have been made against this Agreement, then this Agreement is void and we shall refund to the Agreement holder, or credit the account of the Agreement holder, with the full purchase price of the Agreement. The right to void the Agreement as provided in the preceding sentence is not transferable and shall apply only to the original Agreement purchaser. If you cancel this Agreement after thirty (30) days of your receipt of this Agreement, you are entitled to a pro-rata refund as follows:
 - Refund = The Total Price minus (a) the number of days from the invoice date or other start date noted on your invoice or information page until we receive notice of your cancellation divided by the term of this Agreement; (b) 0.1 multiplied by the Total Price; and (c) the cost of any repair or replacement provided to you before cancellation. A 10% penalty per month shall be added to a refund that is not paid within 45 days after return of the service contract.

If Dell cancels this Agreement, Dell shall mail a written notice to the holder of this Agreement at the last known address of such holder that is contained in our records at least ten (10) days prior to cancellation by Dell, and the notice shall state the effective date of cancellation and the reason for cancellation. Prior notice is not required if Dell cancels due to non-payment of the provider fee, a material misrepresentation by the Agreement holder to Dell, or a substantial breach of duties by the Agreement holder relating to the covered product or its use.

Exhibit B

Severity Levels

Severity levels will be assigned to Qualified Incidents according to the table(s) below.

Severity	Condition	Dell Response	Customer Role
2	High impact, but imminent workaround or resolution available; twenty-four (24) hours/day by seven (7) days/week Customer resource allocation not available to aid Dell in its response.	Immediate remote troubleshooting; Escalation Manager intervention if remote diagnosis has not been determined within ninety (90) minutes of contact. Parts/labor dispatch after remote troubleshooting and diagnosis.	Provide appropriate staff and resources to sustain continuous communication and work efforts. Site-based senior management informed and engaged.
3	Minimal business impact.	Remote troubleshooting, parts/labor dispatched remote troubleshooting and diagnosis.	Provide point-of-contact information for case and respond to Dell requests within twenty-four (24) hours.

On-site Service Options

On-site response options vary depending on the type of service purchased and whether optional "Mission Critical" enhanced service was purchased with Dell ProSupport. If you purchased ProSupport with an on-site support service response level, your invoice indicates the applicable on-site service response level, which corresponds to the tables below. Provided all applicable terms and conditions set forth in this Service Description have been fulfilled, Dell will dispatch a service technician to the Customer's business location for a Qualified Incident as necessary and pursuant to the Severity level and applicable on-site response table below. If Customer or Customer's authorized representative is not at the location when the service technician arrives, the service technician cannot service the Supported Product. The technician will leave a card to let Customer know he or she was there or attempt to contact Customer by telephone or email. Customer may be charged an additional charge for a follow-up service call.

Dell ProSupport Plus On-site Response

Type of On-site Response	On-site Response Time ⁴	Restrictions/Special Terms
1 to 2 Business Day On-site Response After Remote Diagnosis	Following remote troubleshooting and diagnosis, a technician can usually be dispatched to arrive on-site the next business day.	<ul style="list-style-type: none"> Available 5 days each week (Monday-Friday), 10 hours each day – excluding holidays. Requests need to be received before latest local ship time⁵, you will be advised of this during your interaction with Dell or contact your Dell representative for country specific details Available only on select models of Supported Products.
Outside Continental United States ("OCONUS") Customers	Following remote troubleshooting, parts can be dispatched. On-site arrival times will depend on OCONUS Customer location and part-availability.	<ul style="list-style-type: none"> Limited to Dell-approved (US only) OCONUS Customers. Availability limited to select systems and locations. See http://content.dell.com/us/en/fedgov/fed-solutions-oconus.aspx?~ck=bt for details. Federal Customers should consult OCONUS Service Locations in Customer's applicable separately-signed services agreement with Dell.

For All Other On-site Response Service Options:

Following completion of remote troubleshooting, diagnosis, and problem determination, Dell will determine if the Qualified Incident requires an on-site service technician and/or parts to be dispatched or if the issue can be resolved remotely.

Exhibit C

Other Service Response Options

Rapid Return for Repair Service after Remote Troubleshooting. If Customer has purchased a Supported Product that is not serviceable at Customer's location, or if Dell determines that a repair option other than on-site service is required, then, after remote diagnosis and troubleshooting, Dell may provide service in accordance with one of the service options in the table below. Customer must immediately package the Supported Product and either mail or schedule carrier pickup on the same day, or the next available day to maintain Customer's entitlement, and any delay by Customer in packaging and returning or arranging for return of the Supported Product will result in delayed response times.

Upon repair or replacement of the Supported Product, Dell will deliver the Supported Product to the carrier for return shipping to Customer. If non-Dell options added to Customer's Supported Product are found to be the cause of the reported problem, a service charge may be applied and repair and return times may be delayed. Dell reserves the right to send Customer a whole replacement for the Supported Product or a replacement for portions of the Supported Product rather than repairing and returning the Supported Product that Customer sent for repair. Customer is obligated to pay at the then-current standard Dell price for any service parts removed from Customer's Supported Product and not properly returned to Dell by Customer. Failure to timely pay for service parts not properly returned to Dell by Customer may result in suspension of Customer's service under this Agreement in accordance with Section 2.C of the Additional Terms and Conditions Applicable to Support & Warranty-Related Services above. In the event that customer's Supported Product is located in an area not currently serviced by a major common carrier or with limited service by one or more major common carriers, Dell's normal repair service will be delayed. Return for Repair Service is not available in all countries and locations. Contact your sales representative for more information.

Other Service Response Options:

Service Response Level	Additional Options (if applicable)	Details
Return for Repair Service Options	Mail-in Service (MIS)	Mail-in Service is initiated by contacting Dell technical support as outlined above. During diagnosis, the Dell Technician will determine if the issue requires that the Supported Product be sent to a Dell-designated repair center to support a Qualified Incident. Typical cycle time, including shipping to and from the repair center, is 10 business days from the date Customer ships the Support Product to Dell.
	Carry-In Service (CIS)	Carry-In Service is a "drop-off" service initiated by contacting Dell technical support as outlined above. During the remote troubleshooting process, the Dell Technician will diagnose whether a hardware fault is the issue: If so, then the Customer will be asked to deliver the Supported Product to a Dell-designated repair center or shipping location (at the Customer's cost). Standard service hours are local business hours, available 5 days per week (Monday-Friday), excluding local national holidays. Repairs of Qualified Incidents will be performed in accordance with the response time identified on Customer's Order Documentation. Once the Supported Product has been repaired, Dell will contact Customer to make arrangements to retrieve it. Repair service level agreements may vary by country and city.
	Partner Led Carry-In Service (CIS) *(available in certain emerging markets in Europe, the Middle East and Africa)	Carry-In Service is a "drop-off" service initiated by either contacting or bringing the Supported Product to a Dell-designated repair centre or shipping location (at the Customer's cost). Standard service hours are local business hours, available 5 days per week (Monday-Friday), excluding local national holidays. Repairs of Qualified Incidents will be performed in accordance with the response time identified on Customer's Order Documentation. Once the Supported Product has been repaired, The Dell Authorized Service Provider will contact Customer to make arrangements to retrieve it. Repair service level agreements may vary by country and city.

⁴ Partner Led Carry-In Service (CIS) is performed by Dell Authorized Service Providers.

Service Response Level	Additional Options (if applicable)	Details
Return for Repair Service Options	Collect and Return Service	Collect and Return Service is initiated by contacting Dell technical support as outlined above. If a Qualified Incident in the Supported Product is diagnosed and cannot be resolved through remote, a Dell representative will collect your Supported Product and take it to a Dell-designated repair center. This service method includes labor and the repair or replacement of parts in the main product unit, including monitor, keyboard, and mouse, if not ordered separately.
	Partner Led Collect and Return Service (CAR) ⁵ (available in certain emerging markets in Europe, the Middle East and Africa)	Collect and Return Service is initiated by contacting your Dell Authorized Service Provider. If a Qualified Incident in the Supported Product is diagnosed and cannot be resolved through remote troubleshooting, your Dell Authorized Service Provider will collect your Supported Product and take it to a Dell-designated repair center. Standard service hours are local business hours, available 5 days per week (Monday-Friday), excluding local national holidays. Repairs of Qualified Incidents will be performed in accordance with the response time identified on Customer's Order Documentation. Once the Supported Product has been repaired, The Dell Authorized Service Provider will contact Customer to make arrangements to return it. This service method includes labor and the repair or replacement of parts in the main product unit, including monitor, keyboard, and mouse, if not ordered separately. Repair service level agreements may vary by country and city.
	Terms and conditions applicable to all Non-On-site Service Response Options.	<p>Repairs of Qualified Incidents will be performed in accordance to the response time identified on Customer's Order Documentation. Once the Supported Product has been repaired, it will be returned to the Customer.</p> <p>Shipping Procedures: During diagnosis, the Dell Technician will provide instructions on how to return the product to the Dell-designated repair center. The Supported Product must be shipped to the address provided by the Dell Technician and prominently labeled with the "Return Authorization Number". The Return Authorization Number will be provided by the Dell Technician. To expedite repair or replacement, enclose a brief description of the issue in writing. Package the product being returned in its original packaging. If the original packaging is not available, the Dell Technician may assist by providing packaging; however a fee may apply for this service. Dell will cover the cost of shipping the product to Dell and back to Customer.</p> <p>Shipping Precautions: Customer should not send manuals, confidential, proprietary or personal information, or removable media such as floppy disks, DVDs, PC Cards, etc. Dell is not responsible for lost or corrupted data, damaged or lost media, or Customer's confidential, proprietary or personal information.</p>

⁵ Partner Led Collect and Return Service (CAR) is performed by Dell Authorized Service Providers.

Service Response Level	Additional Options (if applicable)	Details
Parts-Only Service	N/A	For Customers with Parts-Only Service, Dell will enable Customer to request replacement parts to support a Qualified Incident(s). Dell may provide whole unit exchanges rather than the exchange of individual parts, in which case Dell includes a prepaid shipping container with each replacement part for Customer to use to return the original defective part to Dell. Parts-Only Service includes limited remote support to qualify the failing component – the remote support does not include any telephone-based trouble-shooting or other types of remote assistance.
Advanced Exchange Service	N/A	For Customers with Advanced Exchange Service, Dell may ship a replacement product to the Customer's business location to support a Qualified Incident. The replacement product will be shipped via ground shipping. In some instances, at Dell's discretion, an on-site service technician may also be dispatched to replace/ install the replacement product. Upon receipt of the replacement product, Customer must return the defective Supported Product to Dell by taking the defective Supported Product to the designated return carrier location within 3 business days. If Dell determines that Customer's Supported Product cannot be returned at a carrier location and Customer must return the Supported Product via a mail-in return method, then the packaging, shipping instructions, and a pre-paid shipping waybill will ordinarily be dispatched to Customer's site with the replacement product. Upon receipt of the replacement product, Customer will immediately package the Supported Product and either mail or schedule carrier pickup on the same day, or the next available day. Should the Customer fail to return the defective item, a fee may be charged.



DELL "KEEP IT" PROGRAM AGREEMENT

GENERAL TERMS

This agreement ("**Agreement**") between you ("**you**" or "**Customer**"), and Dell Marketing L.P. (in the US) or Dell Canada Inc. (in Canada) ("**Dell**"), governs the provision and your use of the Solutions and is effective upon your acceptance hereof.

Additional terms and conditions ([CUSTOMER SPECIFIC TERMS](#)) may apply to you if you are a [public customer](#), [channel partner](#), [federal channel partner](#), or a [Canadian public sector customer](#).

1. **SOLUTION.** Dell will provide you with hardware, software and/or services (collectively "**Solutions**") at no charge. The hardware Solutions are yours to keep and title to such hardware (except for the software provided with such hardware) passes from Dell to you upon shipment. Shipping and delivery dates are provided as estimates only.
2. **PURPOSE.** If you resell Dell products and services in the regular course of your business ("**Reseller**"), you will use the Solutions only for your product demonstrations, for internal testing or evaluation, or for training your team to sell Dell products and services. If you are a commercial entity ("**Commercial Customer**") or a [Public Customer](#) (defined below) you will use the Solutions only for evaluation or internal business use ("**Purpose**"). Dell will have all rights, title and ownership of any feedback you provide about the Solutions.
3. **SOFTWARE AND SERVICES.** Software provided as part of the Solutions shall be governed by (i) the software license agreements included with the software media packaging or presented to Customer during the installation or use of the Solution, or (ii) for software licensed by Dell, if no license terms accompany the software or are not otherwise made available to Customer, the End User License Agreement –A Version, found at [dell.com/aela](#) ("**EULA**"). If there are any conflicting terms, this Agreement will control. If the Solutions include services, then such services are governed by supplemental terms and conditions applicable to such service and located at [www.dell.com/servicecontracts/US](#) (if you are in the U.S.) and [www.dell.com/servicecontracts/global](#) (if you are located in another country).
4. **RETURNS.** No exchanges or credits are permitted. If you decide to return the Solutions to Dell, you must follow Dell's return policies and instructions. Title to the hardware Solution will transfer from you to Dell upon Dell's receipt. CUSTOMER MUST BACKUP ANY DATA OR SOFTWARE AND REMOVE ANY CONFIDENTIAL OR SENSITIVE DATA FROM THE SOLUTIONS PRIOR TO RETURNING THEM TO DELL. UNDER NO CIRCUMSTANCES WILL DELL BE LIABLE FOR LOST DATA OR SOFTWARE, COSTS ASSOCIATED WITH DATA OR SOFTWARE RESTORATION, FOR ANY DISCLOSURE OF CONFIDENTIAL OR SENSITIVE DATA RESIDING ON THE SOLUTIONS OR FOR ANY REQUIREMENTS TO COMPLY WITH SPECIAL RULES OR OTHER REQUIREMENTS THAT MAY APPLY TO CUSTOMER'S DATA ON OR IN THE SOLUTIONS. Customer agrees to indemnify, defend and hold harmless Dell from any and all claims or liability against Dell arising from any third party data that may be on the Solutions.
5. **WARRANTY DISCLAIMER.** The solutions are provided "as is," with all faults. Dell disclaims any and all warranties and conditions, express, implied or statutory, with respect to the solutions, including without limitation, any warranties or conditions of merchantability, merchantable quality, fitness for a particular purpose, title and noninfringement.
6. **HIGH RISK APPLICATION DISCLAIMER.** Dell has not tested or certified the Solutions for use in high-risk applications in which the failure of the Solutions could lead directly to death, personal injury or severe physical or property damage. Dell makes no assurances that the Solutions are suitable for any high-risk uses.
7. **LIMITATION OF LIABILITY.** DELL, ITS AFFILIATES AND SUBCONTRACTORS SHALL NOT BE LIABLE FOR ANY INDIRECT, PUNITIVE, INCIDENTAL, CONSEQUENTIAL, EXEMPLARY OR SPECIAL



DAMAGES, OR FOR LOSS OF PROFITS; LOSS OF USE; LOSS OR USE OF DATA; OR BUSINESS INTERRUPTION OF ANY KIND. DELL'S TOTAL LIABILITY FOR ANY AND ALL CLAIMS AND DAMAGES ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT AND/OR ANY SOLUTIONS WILL NOT EXCEED \$500 USD. THESE LIMITATIONS APPLY WHETHER ARISING UNDER ANY CONTRACT, TORT, WARRANTY OR ANY OTHER THEORY OF LIABILITY, EVEN IF ADVISED OR AWARE OF THE POSSIBILITY OF SUCH DAMAGES AND EVEN IF ANY REMEDY FAILS OF ITS ESSENTIAL PURPOSE.

8. **INTELLECTUAL PROPERTY RIGHTS.** ALL RIGHTS, TITLES AND INTERESTS TO DELL'S INTELLECTUAL PROPERTY, INCLUDING WITHOUT LIMITATION THOSE EMBODIED IN THE SOLUTIONS, REMAIN WITH DELL. CUSTOMER WILL NOT USE THE NAME OF DELL NOR ANY DELL TRADEMARKS, TRADE NAMES, SERVICE MARKS, OR QUOTE THE OPINION OF ANY DELL EMPLOYEE IN ANY ADVERTISING OR OTHERWISE WITHOUT FIRST OBTAINING THE PRIOR WRITTEN CONSENT OF DELL.
9. **COMPLIANCE WITH LAWS.** You will comply with all laws and regulations applicable to your use of the Solutions in the countries in which you do business, including without limitation any laws relating to taxes, export, sanctions and anti-bribery or competition laws ("**Applicable Laws**"). You will not, and will not allow, the Solutions to be exported (i) to embargoed countries or (ii) without a license where such license is required by Applicable Laws.
10. **CONFIDENTIALITY AND NON-DISCLOSURE.** Customer agrees to protect Dell's confidential information with the same degree of care, but no less than a reasonable degree of care, as Customer uses with respect to its own confidential information. Customer will not disclose the confidential information of Dell without the prior written consent of Dell. "**Confidential Information**" means any oral, written, graphic or machine-readable information disclosed by Dell that should be reasonably understood to be confidential.
11. **TERMINATION.** At any time, Dell may terminate its Keep It program, your participation, any services and your license to use any software without notice if there is a shortage of Solutions or for any other reason, including for its own convenience. All terms intended to survive such termination shall survive.
12. **GOVERNING LAW.** This Agreement, and ANY CLAIM, DISPUTE, OR CONTROVERSY (WHETHER IN CONTRACT, TORT, OR OTHERWISE, INCLUDING STATUTORY, CONSUMER PROTECTION, COMMON LAW, INTENTIONAL TORT AND EQUITABLE CLAIMS) BETWEEN CUSTOMER AND DELL, including their affiliates, contractors, and agents, and each of their respective employees, directors, and officers (a "**Dispute**") will be governed by the laws of the State of Texas (or by U.S. federal laws if you are a Federal End User) (or the laws of the province of Ontario and the federal laws of Canada applicable therein if you are a Canadian user) without regard to conflicts of law. The UN Convention for the International Sale of Goods will not apply.
13. **GENERAL.** This Agreement ([GENERAL TERMS](#) and applicable [CUSTOMER SPECIFIC TERMS](#)) constitutes the entire agreement between you and Dell regarding the Solutions. Customer will not transfer or assign this Agreement. Dell and Customer are independent contractors and neither is a legal representative or agent of the other.

Customer Specific Terms apply depending on the type of customer you are, as indicated below. If there is a conflict, the Customer Specific Terms will take precedence over the [GENERAL TERMS](#).

CUSTOMER SPECIFIC TERMS

CHANNEL

Additional Terms Applicable to Dell Resellers, Distributors, System Integrators, OEM Customers, and other Channel Partners

- A. Clause 1 of the [GENERAL TERMS](#) ("**SOLUTION**") shall be deleted and replaced by the following:



Dell may provide, directly or indirectly through you, at no charge, the Solutions to end-user customer or potential end-user customer (each, "**End User**") for the End User to use solely for evaluation or internal business purpose. The hardware Solutions are for End User to keep and title to such hardware passes to End User upon End User's receipt of the hardware. Shipping and delivery dates are provided as estimates only. Notwithstanding the foregoing, Dell may request you to return the Solutions to Dell if Dell has reasonable belief that you have breached, or refused to provide information requested by Dell to confirm your compliance with, clause 9 of the [GENERAL TERMS](#), and you shall comply with such request at your sole expense.

- B. Solutions may be provided to an End User only if the End User has agreed in writing to the terms of this Agreement for the foregoing purpose, the applicable references to "you" or "Customer" in the Agreement shall mean "End User". You shall ensure End User complies with this Agreement and all Applicable Laws, and you are responsible for End User's failure to comply with such terms and Applicable Laws. You shall indemnify and hold Dell harmless against any claims arising out of End User's noncompliance with the terms or use of the Solutions.

FEDERAL CHANNEL

Additional Terms Applicable to Dell Federal Channel Partners

The terms and conditions in this section apply to you if you are a Reseller to any department, agency, division, or office of the United States government ("**Federal Reseller**"). These additional terms and conditions supplement, amend or revise the [GENERAL TERMS](#) as described below. The terms in this section shall take precedence over the [GENERAL TERMS](#). The term "Dell" will mean Dell Marketing L.P. or Dell Federal Systems L.P.

- A. **Additional Terms Applicable to Dell Channel Partners**, clauses A-C.
- B. **Additional Terms for US Public and Healthcare Customers**, clauses A-E. The term "Federal Reseller" shall be substituted for the term "Public Customer" therein.

UNITED STATES

Additional Terms for US Public and Healthcare Customers

The Additional Terms for US Public and Healthcare Customers section ("**US Public Customer Terms**") below apply to public sector or healthcare customers such as any healthcare provider, department, agency, division or office of the United States government ("**Federal End User**"), or any department, agency, division, or office of any district, state, county or municipal government within the United States (together with Federal End Users, "**Public Customer**") and supplement the [GENERAL TERMS](#). If you are a Federal End User then "Dell" will mean Dell Marketing L.P. or Dell Federal Systems L.P.

- A. Any portion of the [GENERAL TERMS](#) that is not applicable by law shall not apply to you. US Public Customer Terms shall take precedence over the [GENERAL TERMS](#). Any applicable software EULAs shall control over these terms.
- B. You agree to provide Dell with an electronic evaluation form provided by Dell within 90 days of the date you receive the Solutions. If you fail to provide the electronic evaluation within this timeframe, you will return all hardware Solutions to Dell and pay Dell's then-current commercial price for all software included in the Solutions.
- C. The parties agree that the Solutions are intended exclusively for your evaluation and (i) does not constitute a "gift" or "gratuity," as contemplated under relevant regulations such as 5 C.F.R. Part 2635, Federal Acquisition Regulation ("**FAR**") 3.101-2, and FAR Subpart 3.2, and (ii) do not give the appearance of a conflict of interest as described under FAR Subpart 3.11 or other relevant regulations. The consideration for Dell providing the Solutions is your promise to submit the electronic evaluation form. By accepting the Agreement, you acknowledge, affirm and agree that you are authorized to accept the Solutions pursuant to established gift rules applicable to you (as a government employee) and/or your agency.



- D. Public Customer does not intend to award a contract on the basis of Dell's provision of the Solutions, nor grant Dell any preferential treatment in any contracts or task or delivery orders currently being performed by Dell, or future procurement actions.
- E. Public Customer is responsible for reporting receipt or value of the Solution to any federal or state healthcare program that it participates in to the extent such reporting is required.
- F. You confirm that you are a contracting officer or other authorized representative of Public Customer with authority to bind the Public Customer for purposes of accepting the Public Solutions in accordance with the terms and conditions set forth herein.

Canada

Additional Terms for Canadian Public Sector Customers

The Additional Terms for Canadian Public Sector Customers ("**Canadian Public Customer Terms**") below apply to public sector customers in Canada such as any federal, provincial or municipal government, department, or agency, healthcare provider or education institution ("**Canadian Public Customer**") and supplement the [GENERAL TERMS](#).

- A. Any portion of the [GENERAL TERMS](#) that is not applicable by law shall not apply to you. Canadian Public Customer Terms shall take precedence over the [GENERAL TERMS](#). Any applicable software EULAs shall control over these terms.
- B. The parties agree that the Solutions are intended exclusively for your evaluation and: (i) are not provided as a gift or similar gratuity; and (ii) do not give the appearance of a conflict of interest under your applicable procurement rules and regulations.
- C. Canadian Public Customer does not intend to award a contract on the basis of Dell's provision of the Solutions, nor grant Dell any preferential treatment in any contracts or task or delivery orders currently being performed by Dell, or future procurement actions.
- D. Public Customer is responsible for reporting receipt or value of the Solution to the extent such reporting is required.
- E. You confirm that you are a contracting officer or other authorized representative of Canadian Public Customer with authority to bind the Canadian Public Customer for purposes of accepting the Solutions in accordance with the terms and conditions set forth herein.

ACCEPTED AND AGREED:

<CUSTOMER>
By:
Print Name:
Title:
Date:



DELL "RETURN IT" PROGRAM AGREEMENT

GENERAL TERMS

This is a legal agreement ("Agreement") between you (either an individual or an entity, referred to herein as "you" or "Customer"), and Dell Marketing L.P. (in the US) or the Dell Inc. subsidiary or affiliate providing the Solution in the country in which you are located, as may be further specified in the CUSTOMER SPECIFIC TERMS below ("Dell"). Dell and Customer are each referred to individually as a "party," and collectively as the "parties." Dell and Customer agree to the following terms and conditions:

This Agreement governs the provision and your use of the Solutions (as defined below) and shall be effective upon your electronic acceptance hereof ("Effective Date"). Additional terms and conditions may apply to you if you are one of the specific customer entities identified in the CUSTOMER SPECIFIC TERMS sections of this Agreement.

BY ACCEPTING THIS AGREEMENT OR INSTALLING, ACTIVATING AND/OR OTHERWISE USING THE SOLUTIONS, YOU ARE AGREEING THAT YOU HAVE READ, AND THAT YOU AGREE TO COMPLY WITH AND TO BE BOUND BY, THIS AGREEMENT IN ITS ENTIRETY WITHOUT LIMITATION OR QUALIFICATION. IF YOU ARE AN INDIVIDUAL REPRESENTING AN ENTITY, YOU ACKNOWLEDGE THAT YOU HAVE THE APPROPRIATE AUTHORITY TO ACCEPT THIS AGREEMENT ON BEHALF OF SUCH ENTITY.

1. **PURPOSE.** Subject to the terms of this Agreement, Dell grants Customer a temporary, non-transferable and nonexclusive right to use any products, software and services provided by Dell under its Return It program to Customer at no charge ("Solutions"), which may include computer hardware, software programs (including all updates and revisions), and associated documentation, installation and support services, for the sole purposes of (a) evaluation and testing for purchase considerations and (b) supporting Dell's development activities, including without limitation, activities such as hardware and/or software evaluation, integration, testing and validation as Solutions requested by Dell ("Purpose"). All reports, testing data or results, feedback, benchmarking or other analysis completed in whole or in part in conjunction with usage of the Solutions shall be deemed part of the Solutions as well.
2. **TERM.** The "Term" of this Agreement shall be 3 years from the Effective Date, unless otherwise extended by mutual agreement of the parties or terminated as set forth herein. Customer's right to use a Solution begins when the Solution is received at Customer's premises and will continue for ninety (90) days, unless (a) terminated as described in Section 16, or (b) extended by mutual agreement of the parties.
3. **OWNERSHIP.** Ownership of and title to the Solutions shall remain with Dell at all times. Customer will not represent or assert any ownership interest in the Solutions. Customer will keep the Solutions free of liens, attachments and other encumbrances.
4. **LIMITATIONS ON USE.** Except for the Purpose set forth above, Customer shall not use the Solutions, or any information gained from such use, for any purpose including for commercial purposes or for the purpose of designing or developing, or authorizing or assisting others in designing or developing hardware and related offerings. Customer shall not, and will not allow others to (A) reverse engineer, decompile or disassemble the Solutions or otherwise seek to discover information about the internal architecture, design, operation, manufacture, features, or functionality of the Solutions, (B) sell, lease, license, sublicense, assign, distribute or otherwise transfer or encumber in whole or in part the Solutions, (C) modify or create derivative works based upon the Solutions, or (D) provide, make available to, or permit use of the Solution in whole or in part by, any third party, including contractors, without Dell's prior written consent, unless such use by the third party is solely on your behalf, is strictly in compliance with the terms and conditions of this Agreement, and you are fully liable for any breach of this Agreement by such third party. Customer agrees that Dell may audit Customer to ensure compliance with this Agreement.



5. **SOFTWARE.** The use of any software provided by Dell as part of the Solution is subject to and governed by the license terms that come with the software, and in the absence of such terms, the Dell End User License Agreement located at www.Dell.com/AEULA for "Application Software" (i.e., software that is designed to perform specialized data processing tasks for the user), or the Dell End User License Agreement located at www.Dell.com/SEULA for "System Software" (i.e., software that is primarily intended to operate and manage the products in which it is embedded and/or provides basic hardware functionality and a platform for applications to run) (the applicable terms herein referenced as "EULA"). Dell's EULA is hereby incorporated by reference and available in hardcopy from Dell upon request. You acknowledge having read and agree to be bound by such EULA. Despite anything to the contrary in the EULA, you may only use any software provided by Dell as part of the Solution solely for the Purpose. If there are any other conflicting terms, this Agreement will prevail and control over the EULA.
6. **SERVICES.** If the Solutions provided to you hereunder include services, then such services are subject to and governed by supplemental terms and conditions, such as service descriptions, specification sheets and service level agreements. If you are located in the United States, you may access the service terms at www.dell.com/servicecontracts/US and if you are located in another country, you may access the service terms at www.dell.com/servicecontracts/global.
7. **CONFIDENTIALITY.** If a separate, written non-disclosure agreement exists between Dell and Customer, such agreement will control and will apply according to its terms and conditions to all confidential information the parties exchange with each other under this Agreement. If no separate, written non-disclosure agreement exists between Dell and Customer, Customer agrees to protect Dell's confidential information with the same degree of care, but no less than a reasonable degree of care, as Customer uses with respect to its own confidential information. Customer will not disclose the confidential information of Dell without the prior written consent of Dell. "Confidential Information" means any oral, written, graphic or machine-readable information disclosed by Dell that is (i) identified as confidential; (ii) designated in writing to be confidential or proprietary; or (iii) should be reasonably understood to be confidential. The Solutions, including all features and capabilities, are Dell Confidential Information.
8. **SECURE ENVIRONMENT.** Customer agrees to keep the Solutions in a secure environment with access limited to Customer's employees or personnel who have a need to access the Solutions to complete the Purpose. Customer also agrees to maintain physical control of the Solutions and keep the Solutions at the location where such Solutions are delivered by Dell.
9. **WARRANTY DISCLAIMER.** THE SOLUTIONS ARE PROVIDED "AS IS", WITH ALL FAULTS. DELL DISCLAIMS ANY AND ALL WARRANTIES AND CONDITIONS, EXPRESS, IMPLIED OR STATUTORY, WITH RESPECT TO THE SOLUTIONS, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OR CONDITIONS OF MERCHANTABILITY, MERCHANTABLE QUALITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE AND NON-INFRINGEMENT.
10. **HIGH RISK APPLICATION DISCLAIMER.** Dell has not tested or certified the Solutions for use in high risk applications including medical life support, medical device, direct physical patient contact, water treatment, nuclear facilities, weapon systems, mass and air transportation control, flammable environments, or any other potentially life critical uses. Customer understands and agrees that Dell makes no assurances that the Solutions are suitable for any high-risk uses.
11. **LIMITATION OF LIABILITY.** NEITHER DELL NOR ITS SUBCONTRACTORS SHALL BE LIABLE TO YOU FOR ANY INDIRECT, PUNITIVE, INCIDENTAL, CONSEQUENTIAL, EXEMPLARY OR SPECIAL DAMAGES, OR FOR LOSS OF PROFITS; LOSS OF USE; LOSS OR USE OF DATA; OR BUSINESS INTERRUPTION OF ANY KIND. DELL'S TOTAL LIABILITY FOR ANY AND ALL CLAIMS ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT AND/OR ANY PRODUCTS, SOFTWARE OR SERVICES PROVIDED HEREUNDER WILL NOT EXCEED \$500 USD. THESE LIMITATIONS APPLY WHETHER ARISING UNDER ANY PART OF THESE TERMS, TORT, WARRANTY OR ANY OTHER



THEORY OF LIABILITY, EVEN IF ADVISED OR AWARE OF THE POSSIBILITY OF SUCH DAMAGES AND EVEN IF ANY REMEDY FAILS OF ITS ESSENTIAL PURPOSE.

12. **INTELLECTUAL PROPERTY RIGHTS.** Customer understands and acknowledges that, except for the limited rights expressly granted in this Agreement, no license, express or implied, by estoppel, inducement, or otherwise, to any Dell patents, copyrights, trade secrets or other intellectual property rights is granted by this Agreement. All rights, titles and interests to Dell's intellectual property, including without limitation those embodied in the Solutions, remain with Dell.
13. **USE OF TRADEMARKS.** Customer will not use the name of Dell nor any Dell trademarks, trade names, service marks, or quote the opinion of any Dell employee in any advertising or otherwise without first obtaining the prior written consent of Dell.
14. **MODIFICATIONS TO PRODUCT.** Dell retains the right during the term to modify, revise, or remove the Solutions from Customer's premises. Customer acknowledges that Dell shall be entitled to ownership of any modifications, derivative works, changes, expansions or improvements to Solutions.
15. **COMPLIANCE WITH LAWS.** You will comply with all laws and regulations applicable to your use of the Solutions and indemnify Dell against any third-party claims arising out of your breach of this Agreement to the extent not otherwise prohibited by applicable law. You acknowledge and agree that Dell has not solicited, and you have not made, any commitment, promise or statement of intent to purchase any product, software or service, or conduct any business with Dell, as a result of this opportunity to participate in Dell's Keep It program. If applicable to you, you agree to comply with the anti-bribery laws of the countries in which you operate, including, but not limited to the U.S. Foreign Corrupt Practices Act, the UK Bribery Act, the Corruption of Foreign Public Officials Act (Canada) and such other acts as may exist internationally and may apply in the jurisdictions where you do business. You agree that you will not offer, promise or give the Solutions to any individual for an improper purpose or with a corrupt intent to obtain or retain business or any other improper business advantage. You further agree that you will not request, receive, or accept an item of value offered with a corrupt intent. If you are a Reseller, you will not engage any third party to represent you in the sale of Dell products, software or services if there is any concern that the third party may engage in bribery and you acknowledge and agree that you are prohibited from offering, promising or giving a facilitation payment of any kind in relation to the sale, delivery or performance of Dell products, software or services, regardless of whether such payments are permitted by law or are common and expected under local custom.
16. **TERMINATION.** Customer may terminate the Term and the license granted hereunder at any time upon written notice and the surrender of the Solutions to Dell. Dell may terminate this Agreement or any license granted hereunder upon written notice to the other party. All obligations of confidentiality, intellectual property rights, and limitations on liability, as well as the terms set forth in the "General" section, will survive termination of this Agreement for any reason. Termination of this Agreement terminates all rights of Customer to use the Solutions. Upon termination, Customer shall promptly return all Solutions as directed by Dell in the same condition as when delivered, reasonable wear and tear expected, unless otherwise directed by Dell. Dell may request that the Solutions be returned to Dell at any time and Customer agrees to promptly comply with such request. When Customer returns the Solutions, it may, at its option, either (1) erase all its information from the Solutions prior to surrender to Dell, or (2) if the Solutions contain a hard drive, remove and destroy such hard drives.
17. **SOFTWARE/DATA BACKUP DISCLAIMER.** IT IS THE CUSTOMER'S RESPONSIBILITY TO BACKUP ANY DATA OR SOFTWARE THAT CUSTOMER NEEDS TO RETAIN AND TO REMOVE ANY CONFIDENTIAL OR SENSITIVE DATA (INCLUDING DATA THAT MAY BE SUBJECT TO UNIQUE RULES REGARDING DISCLOSURE, ACCOUNTABILITY, OR DISPOSAL) FROM THE SOLUTIONS PRIOR TO SURRENDERING THEM TO DELL. Dell will not restore any data or software removed by Dell or the Customer from the Solutions. Dell will not return Solutions or any Customer data once the Solutions have been returned or picked up. DELL DOES NOT ACCEPT LIABILITY FOR LOST DATA



OR SOFTWARE RESULTING FROM CUSTOMER'S BACKUP ACTIVITIES (OR FAILURE TO BACKUP), ANY RESTORATION OF DATA OR SOFTWARE, OR FOR COMPLIANCE WITH SPECIAL RULES OR OTHER REQUIREMENTS THAT MAY APPLY TO CUSTOMER'S DATA ON OR IN THE SOLUTIONS. Customer agrees to fully indemnify, defend and hold harmless Dell from any and all claims or liability against Dell arising from any third party data that may be on the Solutions.

18. **CHOICE OF LAW.** This Agreement shall be governed by the laws of the State of Texas, USA (or by U.S. federal laws if you are a Federal End User (defined below)), to the exclusion of the UN Convention on Contracts for the International Sale of Goods. You acknowledge that the headquarters of the Dell family of companies is located in Texas, and that the Solutions provided under this Agreement were in substantial part conceived, developed, or marketed by Dell personnel in the United States. Further, you acknowledge, agree, and stipulate that the laws of the State of Texas bear a substantial relationship to this Agreement and that the selection of Texas law to govern this Agreement and the use of the Solutions hereunder is reasonable and appropriate, and you consent to the selection of such law to govern this Agreement and the relationship of the parties hereto. This Agreement has been agreed to only in the English language, which version of this Agreement shall be controlling regardless of whether any translations of this Agreement has been prepared or exchanged. As an exception to the preceding sentence, if Dell provides this Agreement to you only in a non-English language version, then such non-English language version shall control. Otherwise, you acknowledge and represent that you have carefully reviewed this Agreement with the involvement and assistance of your employees, advisors, and/or legal counsel fluent in the English language, that you have consulted with local legal counsel and counsel competent to render advice with respect to transactions governed by the law applicable to this Agreement, that you have no questions regarding the meaning or effect of any of this Agreement, and that you have obtained high-quality translations of this Agreement for use by you or any of your team who are not fluent in the English language, with the understanding that you alone shall bear the risk of any misunderstandings that may arise as a result of such translation.
19. **PRE-RELEASE FEATURES.** The Solutions may include pre-release features and capabilities which may not be available in Dell's generally available commercial versions of the Solutions. Dell does not guarantee that the Solutions will ever be made generally available or that all features and capabilities will be included if made generally available. These Solutions may not have been approved by the Federal Communications Commission (FCC), Underwriters Laboratory (UL) or other regulatory or certification agencies. You may not use the Solutions in a production environment.
20. **EXPORT PROHIBITED.** Unless allowed under applicable law, you may not export the Solutions outside of the country in which you receive the Solutions. You acknowledge that all Solutions are subject to the customs and export control laws and regulations of the U.S. and may also be subject to the customs and export laws and regulations of the country in which the Solutions are manufactured and/or received. It is your sole responsibility to comply with and abide by those laws and regulations, if applicable to you. Further, under U.S. law, any Solutions may not be sold, leased or otherwise transferred to restricted countries or utilized by restricted end-users or an end-user engaged in activities related to weapons of mass destruction, including without limitation, activities related to the design, development, production or use of nuclear weapons, materials, or facilities, missiles or the support of missile projects, or chemical or biological weapons..
21. **GENERAL.** This Agreement and the online terms and conditions referenced herein constitute the entire agreement between you and Dell regarding the Solutions. If any term or condition stated or incorporated herein conflicts with applicable federal, provincial, state, or local law, or is declared or found to be illegal, unenforceable or void, then such provision will be stricken or modified to the extent necessary to make the remaining terms and conditions herein legal, valid, and enforceable while preserving the parties' original intent to the maximum extent possible. Dell's failure to enforce your strict performance of any of terms in this Agreement will not constitute a waiver of Dell's right to subsequently enforce such terms or any other term stated herein. Customer will not transfer or assign this Agreement. Dell and Customer are independent contractors and neither is a legal representative or agent of the other.



In addition to the terms above, the below customer-specific sections apply depending on the type of customer you are, as indicated below.

CUSTOMER SPECIFIC TERMS

CHANNEL

Additional Terms Applicable to Dell Channel Partners

The terms and conditions in this section apply to you if you are a Reseller, and supplement, amend or revise the GENERAL TERMS as described below. To the extent that there is a conflict between the GENERAL TERMS and this section, the terms in this section shall prevail. "Reseller" is a reseller that has entered into an agreement with Dell to purchase the production-version of the Solutions from Dell for resale to Customer.

- A. Clause 1 of the GENERAL TERMS ("PURPOSE") shall be deleted and replaced by the following:

Subject to the terms of this Agreement, Dell may provide, directly or indirectly through you, at no charge to your customer or potential customer (each, "End User") any products, software and services ("Solutions") which may include computer hardware, software programs (including all updates and revisions), and associated documentation, installation and support services, for the sole purposes of (a) evaluation and testing and (b) supporting Dell's development activities, including without limitation, activities such as hardware and/or software evaluation, integration, testing and validation as Solutions requested by Dell ("Purpose"). All reports, testing data or results, feedback, benchmarking or other analysis completed in whole or in part in conjunction with usage of the Solutions shall be deemed part of the Solutions as well. You shall not provide, or have Dell provide, any Solution to End User unless and until the End User is bound by a written agreement with you ("End User Agreement"). The End User Agreement shall require End User to agree to and abide by the terms of this Agreement (for the foregoing purpose, the applicable references to "you" or "Customer" in the Agreement shall mean "End User"). You shall ensure End User complies with the GENERAL TERMS; the Customer Specific Terms (to the extent they are applicable to End User); the EULA; and, service descriptions, specifications and service level agreements in clause 6 of the GENERAL TERMS. You are responsible for End User's failure to comply with such terms and you shall indemnify and hold Dell harmless against any third-party claims arising out of End User's noncompliance with the terms or End User's use of the Solutions. The End User Agreement cannot be inconsistent with or less protective of Dell's ownership rights and proprietary and intellectual property rights in the Solutions than the terms of this Agreement. You will enforce the End User Agreement with the same degree of diligence that you use to enforce similar customer agreements.

- B. For the avoidance of doubt, you remain Dell's sole contractual partner under this Agreement and as such are solely responsible for returning the Solutions to Dell at the end of the evaluation period.

UNITED STATES

Additional Terms for US Public and Healthcare Customers

The terms in this Additional Terms for Public and Healthcare Customers section ("US Public Customer Terms") apply to you if you are a public sector or healthcare customer including but not limited to any department, agency, division, office of the federal government of the United States of America ("Federal End User"), or any department, agency, division, or office of any district, state, county or municipal government within the United States (together with Federal End Users, "Public Customer"). These US Public Customer Terms apply in addition to the foregoing GENERAL TERMS. If you are a Federal End User then "Dell" will mean Dell Marketing L.P. or Dell Federal Systems L.P.

- A. To the extent any portion of the GENERAL TERMS (or any terms referenced therein) is not applicable to you or its application to you is prohibited by law, such portion shall not apply to you. Further, to the extent there is a conflict between these US Public Customer Terms and any portion of the GENERAL TERMS (or any terms



referenced therein), the order of precedence shall be as follows: (a) the EULA, (b) these US Public Customer Terms, and (c) the GENERAL TERMS. Any applicable EULAs shall take precedence in all conflicts relevant to your use of any software provided as a Solution or as part of a Solution.

- B. Federal End User is hereby authorized to perform whatever testing it deems necessary to evaluate the Solutions for official Government purposes only, and shall be under no obligation to pay any compensation or consideration to Dell for their use.
- C. Federal End User shall notify Dell when evaluation and testing is complete. Dell will arrange for the return of the Solutions at no cost to the Federal End User, unless the Federal End User has entered into a separate agreement with Dell to purchase or lease the Solutions from Dell or a Dell Reseller. Disputes with any Federal End Users shall be subject to resolution pursuant to the Contract Disputes Act of 1978, as amended.
- D. Any software and documentation provided as part of the Solution constitutes "commercial items" as that term is defined at 48 C.F.R. 2.101; consisting of "commercial computer software" and "commercial computer software documentation" as such terms are used in 48 C.F.R. 12.212. Consistent with 48 C.F.R. 12.212 and 48 C.F.R. 227.7202-1 through 227.7202-4, all Federal End Users acquire only the rights in such software and documentation as set forth in the applicable EULA.
- E. Public Customer does not intend to award a contract on the basis of Dell's provision of or Public Customer's acceptance of the Solutions, nor grant Dell any preferential treatment in any contracts or task or delivery orders currently being performed by Dell, or future procurement actions.
- F. By signing clicking the "Yes" radio button, you confirm that (1) you are a contracting officer or other authorized representative of Public Customer with authority to bind the Public Customer for purposes of accepting the Solution in accordance with the terms and conditions set forth herein, and (2) you have read and agree to be bound by the terms and conditions of any EULA applicable to the Solution and incorporated herein.

CANADA

18. CHOICE OF LAW.

Clause 18 of the GENERAL TERMS shall be deleted and replaced by the following language:

These terms and conditions shall be governed by, construed and interpreted in accordance with the laws of the province of Ontario and the federal laws of Canada applicable therein, to the exclusion of the UN Convention on Contracts for the International Sale of Goods. The Parties hereby consent and submit to the exclusive jurisdiction of the applicable courts located in Toronto Ontario in any dispute arising from or in connection with these terms and conditions, including the breach of any of its provisions.

20. EXPORT PROHIBITED.

Clause 20 of the GENERAL TERMS shall be deleted and replaced by the following language:

You may not export the Solutions outside of the country in which you receive the Solutions. You acknowledge that all Solutions are subject to the customs and export control laws and regulations of the U.S. and Canada and may also be subject to the customs and export laws and regulations of the country in which the Solutions are manufactured and/or received. It is your sole responsibility to comply with and abide by those laws and regulations, if applicable to you. Further, under U.S. law, any Solutions may not be sold, leased or otherwise transferred to restricted countries or utilized by restricted end-users or an end-user engaged in activities related to weapons of mass destruction, including without limitation, activities related to the design, development, production or use of nuclear weapons, materials, or facilities, missiles or the support of missile projects, or chemical or biological weapons.



By clicking the "Yes" button below, you agree to the above terms and conditions.

- ☐ YES
- ☐ NO

<< Or for offline agreements >>

ACCEPTED AND AGREED:

<CUSTOMER>
By:
Print Name:
Title:
Date:

[Note all terms in the schedule will be captured by the SPIKE tool which will administer the pre-pod units.]