

Carrier Grade Support with ProSupport Plus

Introduction

Dell Technologies¹ is pleased to provide Carrier Grade Support with ProSupport Plus (the “**Service(s)**” or “**Support Services**”) in accordance with this Service Description (“**Service Description**”). Your quote, order form or other mutually-agreed upon form of invoice or order acknowledgment from Dell Technologies (the “**Order Form**”) will include the name(s) of the Product(s)², applicable Service(s) and related option(s), if any. This supplemental Service is sold as an add-on to an existing ProSupport Plus for Infrastructure or ProSupport One for Data Center Service, and this Service Description is intended to supplement the terms of service for those respective offerings. For additional assistance, or to request a copy of your governing agreement applicable to the Services (the “**Agreement**”), contact your Dell Technologies’ sales representative. For Customers who purchase from Dell Technologies under a separate Agreement that authorizes the sale of these Services, the Dell Services Terms & Conditions Supplement³ also applies to these Services. For a copy of your agreement with your applicable Dell Technologies’ reseller, contact that reseller.

The Scope of This Service

The Service includes:

- Access on a 24x7 basis (including holidays)⁴ to a specialized Dell Technologies’ technical support resource from the Dell Technologies’ Customer Service and Support organization for troubleshooting assistance of Products.
- Onsite dispatch of a technician and/or delivery of replacement parts to the validated installation site or other Customer business location approved by Dell Technologies as detailed in the Agreement (as necessary and according to support option purchased) to address a Product issue.
- Access to a remote Technical Customer Success Manager Telecom (TCSM-T).
- Committed response, restore, repair, and resolution duration targets for Product issues.
- Collaborative third party software support for seamless resolution of issues.

How to Contact Dell Technologies if You Require Service

Online, Chat, and Email Support: Dell Technologies website, chat, and email support is available for select Products at <https://www.dell.com/support>.

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

Features of Carrier Grade Support with ProSupport Plus

The following table lists the features of this Service. Select Dell Technologies Products which are identified on your Order Form as:

ProSupport Plus for Infrastructure or ProSupport One for Data Center with Carrier Grade Support Add On or Respond and Restore Add On during the applicable warranty period; or

eligible for upgrade to Carrier Grade Support Add On or Respond and Restore Add On during the applicable warranty period; or

eligible for Carrier Grade Support Add On or Respond and Restore Add On during a subsequent maintenance period.

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

² As used in this document, “Dell Technologies Products”, “Products”, “Equipment” and “Software” means the Dell Technologies Equipment and Software identified on the [Dell Technologies Product Warranty and Maintenance Table](#) or on your Order Form, and “Third Party Products” is defined in your Agreement, or in the absence of such definition in your Agreement, in the [Dell Technologies Commercial Terms of Sale](#), or your local Dell Technologies terms of sale, as applicable. “You” and “Customer” refers to the entity named as the purchaser of these Services named in the Agreement.

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

⁴ Availability varies by country. Contact your sales representative for more information.

SERVICE FEATURE	DESCRIPTION	CARRIER GRADE SUPPORT—COVERAGE DETAILS ^{5, 6, 7, 8}
GLOBAL TECHNICAL SUPPORT RESPONSE	Customer contacts Dell Technologies by telephone or web interface on a 24x7 basis to report a Product problem and provides input for initial assessment of Severity Level* along with troubleshooting assistance tied to that Severity Level. Support requests will be routed to a Telecom-specialized remote technical support contact to assist with Severity 1 and Severity 2 issues.	Included for Product only. Initial response objective is based on the Severity Level as request by Customer and defined by Dell Technologies during engagement on a support request. The response options available to the Customer are the following. - Severity 1 – 15 minutes (7x24) - Severity 2 – 15 minutes (7x24) - Severity 3 – 2 hours (5x10)

⁵ Time to Respond is measured from the date/time stamp of the initial customer intake contact in the appropriate Dell Technologies' tools to the time when Dell Technologies has taken action to acknowledge the incident. An incident may be reported from the following tools: automated monitoring tool, alerting system, phone call, or web portal; however, for a Severity 1 and a Severity 2 Customer must engage Dell Technologies via the appropriate phone number, chat, or online service request.

⁶ Time to Restore is measured from the creation date/time stamp of the incident in the appropriate Dell Technologies' tools after agreement is made on Severity Level to the time when Dell Technologies has achieved service restoration minus the time spent by non-Dell Technologies' teams to restore non-Dell Technologies' related issues. Service restoration is implementing a permanent solution on the Product or providing a workaround that renders the incident no longer a Severity 1 or Severity 2 until a permanent solution is identified. Additional work may be required after service restoration in order to provide a final corrective resolution, which will take place through use of the Dell Problem Management and/or Change Management process.

⁷ Time to Repair is measured from the dispatch work order submission date/time stamp in the appropriate Dell Technologies' tools to the time when Dell Technologies has achieved service repair minus the time spent by non-Dell Technologies' teams to repair non-Dell Technologies' related issues and only applicable for far edge units. Service repair is replacing failed components on the Product. Additional work may be required after service repair in order to provide a final corrective resolution, which will take place through use of the Dell Problem Management and/or Change Management process.

⁸ Time to Resolve is measured from the time Dell Technologies has achieved service restoration through a temporary workaround, to the time when Dell Technologies has made available a permanent solution, minus the time spent by non-Dell Technologies' teams to resolve non-Dell Technologies' related issues. Applicable for Software patch and bug fixes only. Installation of Software updates to be performed by Customer. Time for the installation of the update by Customer will not be accounted for in the Time to Resolve measurement.

*SEVERITY LEVEL DEFINITIONS

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

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

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

ONSITE RESTORE

Dell Technologies sends authorized personnel to an approved or validated installation site to work on the problem after Dell Technologies has isolated the problem and deemed Onsite Restore necessary.

Onsite Restore does not apply to Software.

Initial Onsite Restore objective is based on the option purchased by the Customer, location of the Product and the Severity Level as requested by Customer and defined by Dell Technologies during engagement on a support request. The options available to the Customer after Dell Technologies deems onsite support is necessary are the following:

4-Hour and 8-Hour Mission Critical Onsite Restore for Core⁹ and Near Edge

- Severity 1 – 4 hours (7x24)
- Severity 2 – 8 hours (7x24)
- Severity 3 – Next Business Day (5x10)

Following telephone-based troubleshooting and diagnosis, authorized personnel arrive onsite within 4 or 8 hours depending on the Severity Level.

- Available seven (7) days each week, twenty-four (24) hours each day including holidays.
- Available within defined and agreed upon installation site.
- 4-Hour parts locations stock essential operational components, as determined by Dell Technologies. Non-essential parts may be shipped using overnight delivery.
- Critical situation procedures - Severity 1 and Severity 2 issues are eligible for an escalation/resolution manager.

6-Hour and 8-Hour Mission Critical Onsite Restore for Core and Near Edge

- Severity 1 – 6 hours (7x24)
- Severity 2 – 8 hours (7x24)
- Severity 3 – Next Business Day (5x10)

Following telephone-based troubleshooting and diagnosis, authorized personnel arrive onsite within 6 or 8 hours depending on the Severity Level.

- For locations where 4-Hour Onsite Restore is not available, Customer may have the option, as determined by Dell Technologies, to purchase 6-Hour Restore for Severity 1 issues as described above.
- Available seven (7) days each week, twenty-four (24) hours each day including holidays.
- Available within defined and agreed upon installation site.
- 6-Hour parts locations stock essential operational components, as determined by Dell Technologies. Non-essential parts may be shipped using overnight delivery.
- Critical situation procedures - Severity 1 and Severity 2 issues are eligible for an escalation/resolution manager.

Next Business Day Onsite Restore for Core and Near Edge

Following telephone-based troubleshooting and diagnosis, authorized personnel will be dispatched to arrive onsite the next business day.

- Calls received by Dell Technologies after local cutoff at Customer site local time may require an additional business day for authorized personnel to arrive at Customer's location.
- Available within defined and agreed upon installation site locations.
- Customer must provide access to Products along with appropriate working space and electricity.

Next Business Day Onsite Repair for Far Edge at Agreed Upon Location

Following telephone-based troubleshooting and diagnosis, authorized personnel will be dispatched to arrive onsite at the agreed upon Customer location the next business day.

- Calls received by Dell Technologies after local cutoff at Customer site local time may require an additional business day for authorized personnel to arrive at Customer's location.
- Available within defined and agreed upon installation site locations.
- Customer must provide access to Products along with appropriate working space and electricity.

⁹Core represents Core Data Centers, Near Edge represents central office/local exchange and Far Edge represents Cell Sites or street cabinets

REPLACEMENT PARTS DELIVERY	Dell Technologies provides replacement parts when deemed necessary by Dell Technologies.	Included for Hardware only. Replacement parts delivery is based on the option purchased by the Customer and the Severity Level as requested by Customer and defined by Dell Technologies during engagement on a support request. The options available to the Customer after Dell Technologies deems that a replacement part delivery is necessary are the following: - Severity 1 – 4 hours or 6 hours (7x24) - Severity 2 – 8 hours (7x24) - Severity 3 – Next Business Day (10x5) Replacement parts for Next Business Day Onsite Repair or Onsite Response for Far Edge at Agreed Upon Location will be delivered next business day. Replacement parts delivery is dependent on the criticality of the part to the functioning of a supported Product, as deemed by Dell Technologies. Parts deemed critical are: motherboards, CPUs, select memory modules and hard disk drives. Parts deemed non-critical include, but are not limited to: bezels, mechanical chassis, hard drive blanks, rail kits, cable management accessories and Graphical Processing Units (GPUs). Local country shipment cut-off times may impact the same day/next local business day delivery of replacement parts. Installation of all replacement parts is performed by Dell Technologies as part of Onsite Restore, Onsite Repair, or Onsite Response but Customer has the option to perform installation of Customer Replaceable Units (CRUs) in which case restore or repair SLAs will not apply. See Dell Technologies Product Warranty and Maintenance Table for listing of parts designated as CRUs for specific Products or contact Dell Technologies for more details.
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SOFTWARE RESTORE	Dell Technologies telephone-based troubleshooting, diagnosis, and restoration within 4 or 8 hours dependent on the Severity Level.	Included for Software¹⁰ only. Initial Restore objective is based on the severity level as requested by Customer and defined by Dell Technologies during engagement on a support request. The Severity levels available to the Customer are: • Severity 1 – 4 hours (7x24) • Severity 2 – 8 hours (7x24) • Severity 3 – N/A • Available seven (7) days each week, twenty-four (24) hours each day including holidays. • Available within defined and agreed upon installation site. • Critical situation procedures - Severity 1 and 2 issues are eligible for an escalation/resolution manager.
SOFTWARE RESOLUTION CODE FIX	Dell Technologies provides Software patch and bug fixes when deemed necessary.	Included for Software¹⁰ only. Software patches and bug fix delivery is based on the severity level as requested the Customer and defined by Dell Technologies during engagement on a support request. • Severity 1 – 30 days • Severity 2 – 60 days • Severity 3 – 90 days Installation of Software updates is to be performed by Customer as part of site restore. The time for the installation of the update(s) by the Customer with or without Dell assistance will not be accounted for in the resolution.
INSTALLATION OF NEW SOFTWARE RELEASES	Customer performs the installation of new Software Releases.	Other Software (non-OE) Customer performs the installation of new Software Releases unless otherwise deemed necessary by Dell Technologies. Update/upgrade service implementation may be purchased separately from Dell.

¹⁰Eligible software can be found on the [Comprehensive Software Support List](#) and must have a Carrier Grade Support option.

REMOTE ACCESS TO TELCO SMEs	Customer contacts Dell Technologies by telephone or web interface on a 24x7 basis to report a Product problem. Support requests will be routed to a Telecom-specialized remote technical support contact to assist with Severity 1 and Severity 2 issues.	Included for Hardware and Software. Technical Support Response and Onsite Response terms and availability as defined in ProSupport Plus for Infrastructure and ProSupport One for Data Center Service based on the option purchased by the Customer. Remote Access to Telco SMEs does not include any response, restore, repair, or resolution SLAs specified in this Service Description. For Hardware at Far Edge locations, only Next Business Day Onsite Response at Agreed Upon Location is available under this option. <u>Next Business Day Onsite Response for Far Edge at Agreed Upon Location</u> Following telephone-based troubleshooting and diagnosis, authorized personnel will be dispatched to arrive onsite at the agreed upon Customer location the next business day. • Calls received by Dell Technologies after local cutoff at Customer site local time may require an additional business day for authorized personnel to arrive at Customer's location. • Available within defined and agreed upon installation site locations. • Customer must provide access to Products along with appropriate working space and electricity.
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**TECHNICAL
CUSTOMER
SUCCESS
MANAGER
TELECOM
("TCSM-T")**

The Carrier Grade Support Add On: Technical Customer Success Manager Telecom is an assigned remote resource that is knowledgeable of the customers business and provides a wide range of system, environmental and Customer success features and capabilities designed to reduce downtime and maximize the overall support experience from Dell Technologies.

Included with the Technical CSM Telecom:

Lifecycle Management:

- Advocating for Customer across all enabled services; providing guidance, support and recommendations throughout the lifecycle of supported Product entitlements.
- Working closely with sales, support and product teams to address identified Customer needs and concerns.
- Collaborating, on behalf of the Customer, across all Dell services and commercial organizations when necessary to solve technical or business issues.
- Assisting in escalations, as needed, for Severity 1 and Severity 2 issues that may not be resolved through standard processes, by coordinating necessary resources to resolve.
- Advocating for Customers during critical unplanned IT service interruptions and outages with access to executive leadership, support escalations managers and technical support leadership.

Included on Products covered by ProSupport Plus for Infrastructure or ProSupport One for Data Center along with Carrier Grade Support Add On or then current maintenance contract during Dell Technologies' normal local business hours which may vary by region and country, excluding Dell Technologies corporate holidays and local holidays. See additional Coverage Details below.

Dell Technologies is responsible for performing only the TCSM-T activities and tasks expressly specified in this Service Description. All other tasks, activities and services are out of scope.

On-boarding assistance:

- Ensuring the Customer is fully enabled to receive Carrier Grade Support services.
- Providing educational resources to assist with questions regarding the secure connect gateway, and/or other Dell Technologies connectivity tools.
- Verifying the accuracy of relevant Customer support information such as account name, point of contact, asset location and address, etc.
- Providing knowledge transfers such as how to contact Dell Technologies to open service requests and use of Dell Technologies support tools and technologies.

Success Planning:

- Providing Customer with Success Plans which are a series of recommendations through digital communications, and if requested, through scheduled reviews on an agreed cadence. The Success Plans will include goals, objectives and key activities recommended by Dell Technologies for the Customer on entitled Carrier Grade Support assets. Dell Technical CSM Telecom Success Plans are not contractual documents and are not legally binding on Dell Technologies or Customer. They are guidelines to assist Customer and the Technical CSM Telecom in communicating Customer's technology and services outcomes.

Reporting: Reporting, analysis, and recommendations on entitled Products including:

- Summary of open and closed service requests by month, or quarterly, based on Customer choice.
- Verification of currently installed system Software versions against target code recommendations.
- Contract status, including start/end dates and other basic contract details.

In order to fully enable monthly or quarterly reporting, connectivity technology such as secure connect gateway must be installed with the appropriate log collection options enabled.

Customer Success Service Optimization Review:

- Providing a service review of the details in the service report. Schedule, timeframe, and other topics to be reviewed will be determined between the Technical CSM Telecom and the Customer during onboarding.

Root Cause Analysis:

- Dell Technologies will provide a root cause analysis (RCA) for Severity 1 and Severity 2 events that impact over 20% of the Services entitled assets within Customer's environment, or that fall outside the agreed SLAs to the Customer. Additionally, upon request of the Customer, a RCA will be delivered within 45 days' time from closure of a Hardware event, or within 10 business days for Severity 1 and within 20 business days for Severity 2 from closure of a Software event, or within a period of time otherwise mutually agreed by Dell Technologies and Customer.
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Additional Terms and Conditions for Certain Products and Locations

Non-Field Serviceable Units and Locations

If, after remote diagnosis and troubleshooting for relevant Products that are outside of Dell Technologies Service Area or as deemed by Dell Technologies, Dell Technologies determines that Customer's Products requires Mail-In/Collect and Return Service as described in the table below, Customer must package the Product and either mail or schedule pickup by a Dell Technologies' designated carrier on the same day, at a previously agreed upon location. Delays by Customer in packaging and returning the Product will result in delayed response times.

Upon repair or replacement of the Product, Dell Technologies will deliver the Product to Customer. If non-Dell components added to Customer's Product are found to be the cause of the reported problem, a service charge may be applied and return to depot times may be delayed. Dell Technologies reserves the right to send Customer a whole replacement for the Product or a replacement for portions of the Product rather than repairing and returning the Product that Customer sent for repair.

Customer is obligated to pay at the then-current standard Dell Technologies' price for any service parts removed from Customer's Product and not properly returned to Dell Technologies by Customer. Failure to make timely payment of service charges for parts not properly returned to Dell Technologies by Customer may result in the suspension of Customer's Service.

In the event that Customer's Product is located in an area not currently serviced by a major common carrier, or in an area with limited service by one or more major common carriers, Dell Technologies' normal repair service will be delayed.

The Return to Depot Service Options listed in the table below are not available in all countries, locations and on all Products. Customer must review their Order Form to confirm the Return to Depot Service Option purchased and applicable to their Product. Customer can contact its sales representative for more information.

Service Response Level	Additional Options (if applicable)	Details
Return to Depot Service Options	Mail-in Service (MIS)	Mail-in Service is initiated by calling Dell Technologies' technical support as outlined above. During diagnosis, the Dell Technologies' technician will determine if the issue requires that the Product be sent to a Dell Technologies-designated repair center. Typical cycle time, including shipping to and from the repair center, is 15 business days from the date Customer ships the Support Product to Dell Technologies.
	Collect and Return Service	Collect and Return Service is initiated by calling Dell Technologies' technical support as outlined above. If a qualified incident in the Product is diagnosed and cannot be resolved through telephone-based troubleshooting with the Dell technician, a Dell Technologies representative will collect your Product and take it to a Dell-designated repair center. Cycle time is 15 business days starting from the date that Customer ships the Product to Dell Technologies. This service method includes labor and the repair or replacement of parts in the main system unit.
	Terms and conditions applicable to all Non-Field Serviceable Response Options.	Repairs of qualified incidents will be performed in accordance with the response time identified on Customer's Order Form. Once the Product has been repaired, it will be returned to the Customer. Shipping Procedures: During diagnosis, the Dell Technologies' technician will provide instructions on how to return the Product to the Dell Technologies designated repair center. The Product must be shipped to the address provided by the Dell Technologies' technician and prominently labeled with the "Return Authorization Number". The Return Authorization Number will be provided by the Dell Technologies 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 Technologies' technician may assist by providing packaging; however, a fee may apply for this service. Shipping Precautions: Customer should not send manuals, confidential, proprietary or personal information, or removable media such as floppy disks, DVDs, PC Cards, etc. Dell Technologies is not responsible for lost or corrupted data, damaged or lost media, or Customer's confidential, proprietary, or personal information.

Customer Responsibilities for Carrier Grade Support Add On Service

Dell Technologies' provision of the services detailed above is contingent upon the Customer fulfilling the following responsibilities:

- All eligible Products must be entitled to ProSupport Plus for Infrastructure or ProSupport One for Data Center, as well as the Carrier Grade Support Add on.
- Share, review, and secure approval from Dell Technologies for all installation and deployed asset site locations at least 30 days prior to service.
- Share initial deployment design as well as final deployment configuration information and secure approval by Dell Technologies.
- Install applicable connectivity technology such as secure connect gateway with log collection options enabled, within 90 days of the start of the term of Services.
- Provide logs for troubleshooting as required by Dell Technologies.
- For applicable products and solutions, provide Dell Technologies with timely remote access to Red Hat ACM UI.
- Ensuring that all environment, technical and operational requirements are met.
- Providing Dell Technologies with timely access to (a) at least one technical contact with system administration responsibilities and appropriate system/information access privileges, and (b) applicable subject matter experts, systems, and networks (including, without limitation, remote systems/network access) as deemed necessary by Dell Technologies.
- Obtain or possess the required Dell Technologies certifications prior to performing repair or replacement of the Product that is the subject of the Carrier Grade Support Add-On service request.
- Maintain Product on the current or immediately prior release of any Software or firmware, operating in compliance with all applicable technical advisories and documentation made available by Dell Technologies to Customer unless otherwise agreed to by the Customer and Dell Technologies.
- Assuming all responsibility for network connectivity, performance, and configuration issues.
- Have redundancy built in at both the hardware and the application layers that will allow for services to be failed over to an alternative host or location and to continue to operate with the same level of functionality.
- Act as the single point of contact if Dell Technologies is required to work with Customer's other vendors in connection with the restoration.
- Customer is responsible for any Software/application configuration and updates once Product has been replaced. Service level restore time periods exclude any time required to reload the operating system or applications.
- Utilize the appropriate phone number to call into technical support to declare Severity 1 or 2 issues, and work with the appropriate support agent where Dell Technologies and the Customer will agree on appropriate Severity level.
- Maintain additional quantities of whole unit replacements or critical spare parts at a Customer's approved central location to support locations not within the Dell Technologies Service Area.
- Access to Software patches, updates, and new version releases or subscriptions require an active service contract. It is the responsibility of the Customer to hold a valid Software license and/or subscription agreement when engaging Dell technical support. There will be no escalation or troubleshooting of any kind for Software that does not have a valid warranty.

Customer is not eligible for Carrier Grade Support SLAs or Service Level Defaults if they do not always satisfy all the above requirements during the relevant Service Period.

Additional important information about Carrier Grade Support Add On Service

- Availability of Severity 1 and 2 incident restore times is dependent on the proximity (Customer location must be within the Dell Technologies Service Area) of the Customer's site to a Dell Technologies designated support hub.
- For Severity 3 incidents, or at Customer's request, Dell Technologies will work with the Customer to schedule an agreed-upon time for the resolution action to begin, and the repair time will then start at that time.
- As part of Dell Technologies enterprise business operations, Dell Technologies will maintain a database that tracks all issues reported by Customer and will provide updates to the Customer on the progress of each issue. While a service request is active, Dell Technologies will proactively record in this database all changes to the status of a Customer's service request and provide the status to the Customer. In addition, Dell Technologies will provide monthly or quarterly reports as noted in the TCSM-T section above. Upon Customer's reasonable request in writing, Dell may provide said reports at other times, as well.
- Dell Technologies requirements for response, restoration, repair, and resolution times.
 - Beginning 90 days after deployment of the Products, and upon each anniversary date thereof as applicable, on a six month cadence during the term (each a **"Service Period"**), Dell Technologies will: (1) meet the response time specified in this Service Description for 90% of Customer's Product support requests during the Service Period, and (2) meet the restoration time specified in this Service Description for 90% of Customer's Product support requests that require restoration for core and near edge locations, and/or meet the repair time specified in this Service Description for 90% of Customer's Product support requests that require repairs at agreed upon Customer location for far edge repairs, and/or meet the resolution time specified in this Service Description for 90% of Customer's Software support requests during the Service Period (each of (1) and (2), and (1) and (2) together are the **"Service Level Target(s)"**, as applicable). The Dell Technologies' database will measure these rates for response, restoration, repair, and resolution times as of the end of each applicable Service Period.
 - If, as of the end of a Service Period during which Customer has submitted at least 10 service requests, and as measured by the Dell Technologies' database, Dell Technologies has been found not to have met: (A) the response time rate Service Level Target; and/or (B) the restoration time, or repair time, or resolution time Service Level Target, such failure to meet the assigned Service Level Targets shall be considered a **"Service Level Default"**. The sole and exclusive remedy for a Service Level Default shall be that Customer receives a service credit redeemable toward future purchases of Products and/or Services from Dell Technologies, including but not limited to payment for the Services during the term, in an amount equal to 10% of the Support Services fees paid to Dell Technologies for the applicable Service Period (the **"Remedy"**), provided that Dell Technologies does not "earn back" the service credit in the subsequent Service Period as set forth below.
 - Dell Technologies will have the opportunity to earn back (as defined below) any service credits assessed as a Remedy after successfully meeting the Service Level Target for a period of six (6) consecutive months following the associated Service Level Default (**"Earnback Period"**). Dell Technologies shall report to Customer the performance for the Earnback Period, with respect to each Service Level Target for which there was a Service Level Default within the original Service Period. If, after Customer becomes eligible to receive a service credit due to a Service Level Default, Dell Technologies achieves Service Level Target for that Service level during the relevant Earnback Period, Dell Technologies shall "earn back" such service credit and the Remedy shall not accrue or be payable to Customer. At the end of the Earnback Period, where the Service Credit has not been earned back, Dell Technologies must provide Customer the amount originally accrued during the applicable Service Period in accordance with above by way of a service credit.
 - If any service credit remains accrued at the time of the expiration or termination of the service contract applicable to these Services, the Earnback Period will be the period between the end of the prior Service Period that was the subject of a Service Level Default and such expiration or termination of the Services. Dell Technologies must, within thirty (30) days after such expiration or termination of the Services, pay Customer the amount of any accrued service credits which are not earned back. If, during a Service Period, Service for an entitled unit of Product is removed from the scope of Services, Dell Technologies shall earn back any service credits assessed during the preceding six (6) months for Service Level Defaults for that Service level, provided that Dell Technologies' performance for the duration of the Service Period was greater than or equal to the Service Level Target in effect at the time such entitled unit of Product was removed from the scope of Services.
 - Exclusions from the Remedy: The Customer is not entitled to any Remedy if any Customer service request involves a failure or problem caused by any use or access to the Products or Software by any person: (1) who is either not a Dell Technologies certified technician or not authorized by Customer for that use or access; or (2) in a manner not proscribed and/or not authorized by Dell Technologies agreements to perform service, this Service Description or other applicable documentation. Total amount of the Remedy for a single Service Period may not exceed 40% of the Support Services fees paid to Dell Technologies during the Service Period.

Exclusions

For the avoidance of doubt, the following activities are not included in the scope of this Service Description:

- Support for issues arising from installation, deployment or configuration of the Product is excluded from any and all Service Level Default evaluations or findings.
- Installation, deployment or configuration of the Product.
- Any Customer-initiated delays in troubleshooting or break-fix response and restore times due to log collection, third party Software, Customer-induced scheduling changes, wrong or damaged assets shipped to repair center, appropriate site access not provided to Dell Technologies, or any other cause outside of Dell Technologies' control will be excluded from any and all Service Level Default evaluations or findings.
- Development of any intellectual property created solely and specifically for the Customer.
- Response to, or remediation of, any cybersecurity events within the Customer's IT environment, such as a malware attack or outbreak.
- Incidents for which Customer requests on-demand onsite diagnosis are not eligible to receive the Remedy described above when a Service Level Default has occurred.
- Third-party product support or collaborative assistance of versions not currently supported by the manufacturer, vendor, or partner.
- Assistance in response to Customer's Software support request(s) will be limited to ensuring the product functions as designed by the Software provider.
- Dell Telecom Infrastructure Automation Suite (DTIAS) Software that is purchased separately from a Dell Telecom Infrastructure Blocks offering is not eligible to receive the Remedy described above when a Service Level Default has occurred. Additionally, modification of DTIAS blueprint components and any deviation from Dell Technologies-defined DTIAS support best practices are excluded.
- Incidents involving Graphical Processing Units are not eligible to receive the Remedy described above when a Service Level Default has occurred.

CONTACT US

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

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