



## DELL EMC SATISFACTION GUARANTEE TERMS AND CONDITIONS

These are the Terms and Conditions of the DELL EMC Satisfaction Guarantee Program (“Program”):

### ***Who can benefit from this Program?***

The Program is available to purchasers (“Customers”) who buy a Dell EMC eligible Product (defined below) directly from a Dell or EMC entity (“Dell EMC”).

End customers buying from authorized resellers that offer these Program benefits (“Channel Partners”) may also benefit from this Program (see Channel Partner section below).

### ***Which Products are Eligible for this Program?***

- Dell EMC Unity Hardware Products;
- SC Series Hardware Products;
- PowerVault ME4 Series;
- Isilon Hardware Products;
- Elastic Cloud Storage (ECS) Appliance Hardware Products;
- XtremIO X2 All-Flash Arrays;
- VMAX All-Flash Arrays;
- PowerMax Hardware Products;
- Integrated Data Protection Appliance (IDPA);
- Data Domain Systems; and
- VxRail Hardware Products

(collectively, the “Products”)

For clarity, if a Product is purchased as part of a converged IT solution, the Program benefits only apply to the Product and **not** to the broader converged IT solution or any component other than the Product contained within.

### ***What is the Satisfaction Guarantee about?***

Customers are entitled to specific remedies stated below (up to a refund of the purchase price) if the Product is not performing substantially in accordance with the generally available written user manuals and online help and guides provided by Dell EMC for the Product at the time of purchase (the “Guarantee”).

### ***For how long does the Guarantee apply?***

Rights under the Guarantee can be claimed during the **three (3) years** from the date of initial purchase of the Product from Dell EMC.

### ***What remedies are Customers entitled to under this Guarantee?***

In the case of a valid claim under the Guarantee, Dell EMC shall, at its option, repair or replace the affected Product, and if Dell EMC is unable to effect such within a reasonable time, then Dell EMC shall refund the amount paid by Customer for the affected Product as depreciated on a straight line basis over a five (5) year period, upon return of such Product to Dell EMC; Customer will also receive a refund of any pre-paid support fees, prorated to correspond to the remaining, unused portion of the maintenance contract term. Costs for any professional, deployment, consulting or other services are not eligible for any refund in connection

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with this Program. The foregoing exhaustively describes Customer's sole remedies and Dell EMC's entire liability under the Guarantee.

***What requirements do Customers need to meet to receive these benefits?***

Not much. These terms apply **automatically** to eligible Product purchases from Dell EMC. However, Customer must pre-purchase a coterminous three (3) year ProSupport maintenance contract applicable to the Product with the purchase of the Product in order to benefit from the Guarantee.

For all Products (except SC Series Products), the Product must be connected to an active EMC Secure Remote Services (ESRS) gateway that allows for remote support, or end-user customer must provide any requested data to authorized Dell EMC support personnel. For SC Series Products, the SC array must have SupportAssist installed, active, running on the Product and providing collections of applicable system state information back to Dell EMC regarding the Product status and performance, or end-user customer must provide any requested data to authorized Dell EMC support personnel.

***What if Products are procured through a Channel Partner?***

Where a Product is procured not from Dell EMC directly but through a Channel Partner, these Program terms do not apply directly between the end customer and Dell EMC. Rather, Channel Partners may offer their purchasers reciprocal Program benefits provided Channel Partners reference the Program in sales documents with their purchasers, and the parties remain in compliance with the Program requirements. In this case, Dell EMC will provide the Channel Partner with the benefits and rights under this Program.

***What limitations apply?***

Program benefits are not transferrable to another end-user customer. The Program applies to purchases of new Products and does not apply to previously purchased products. If a Product is purchased as part of a converged IT solution, the Program benefits only apply to the Product and **not** to the broader converged IT solution or any component other than the Product contained within. Any liability for damages due to non-performance of the remedies stated herein shall be limited to typical and foreseeable damages, which shall not exceed the purchase price for the Product in relation to which Customer is raising a claim under this Program; the foregoing limitation on liability shall not apply in case of death or personal injury, in case of Dell EMC's gross negligence or willful misconduct, nor in case of claims under statutory product liability. For the avoidance of doubt, this Program does not provide a guarantee in the sense of an unlimited and/or strict liability in relation to the Products or associated support services.

***What other Terms apply?***

The benefits are offered by the Dell EMC sales entity specified on the applicable quotation. The terms of Customer's purchase agreement with Dell EMC including all attached/referenced terms (the "Governing Agreement") shall apply. In the absence of a mutually signed agreement, the applicable Dell EMC general terms and conditions shall be considered the Governing Agreement. The Guarantee granted hereunder does not in any way limit any warranty claims Customer may have against Dell EMC under the Governing Agreement, but the general limitations and restrictions applicable to warranties under the Governing Agreement shall apply accordingly also to the Guarantee provided hereunder. Program is void where prohibited, whether by way of U.S. or other applicable export control laws or regulations or otherwise. Program is subject to change or cancellation by Dell EMC without notice, but any such change will only apply to new purchases and not retroactively.

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