

AMENDMENT
TO THE
DELL TECHDIRECT DISPATCH PROGRAM AGREEMENT
BETWEEN DELL MARKETING L.P.
AND
DAVIS JOINT UNIFIED SCHOOL DISTRICT

This Contract Amendment executed by DELL MARKETING L.P., hereinafter referred to as "DELL", and Davis Joint Unified School District, hereinafter referred to as "SERVICE PROVIDER", which document shall amend the contract identified as the DELL TECHDIRECT DISPATCH PROGRAM AGREEMENT, hereinafter referred to as "AGREEMENT".

The Contract Amendment shall change the terms of such contract in the following particulars:

Section VII.4b, Applicable Law, contains Texas as the governing law with venue in Travis County, Texas. Please change this to California as the governing law with venue in Yolo County, since SERVICE PROVIDER is a California public entity that is subject to California law and should not be subject to Texas law and venue as a result of entering into this Agreement.

Subject to the terms and conditions set forth in this Amendment, the above reference original Agreement between the parties is hereby ratified and confirmed.

DELL MARKETING L.P.

By: 

Name: Debbie Holloway

Title: Alliance Manager

Date: 7/30/2019

DAVIS JOINT UNIFIED SCHOOL DISTRICT

By: 

Name: Bruce E. Colby

Title: Chief Business and Operations Officer

Date: 7-31-19



DELL TECHDIRECT DISPATCH PROGRAM AGREEMENT

The Dell TechDirect Dispatch Program is available to Dell customers (“**Customer(s)**”) in connection with the purchase of a qualified Dell computer system(s) (“**Products**” as defined herein) and pursuant to the terms and conditions of this Dell TechDirect Dispatch Program Agreement together with its attached Schedules (collectively, the “**Agreement**”). This Agreement enables Customer to appoint a third-party support services provider (“**Service Provider**”) or designate itself as a Self-Maintainer (“**SM**”) to perform support services on Products. If Customer designates itself as a SM, then Customer shall also be deemed a “Service Provider” for purposes of this Agreement and, therefore, is subject to the terms and conditions of this Agreement applicable to Service Provider.

This Agreement is between Customer, Service Provider (collectively referred to as “**you(r)**”) and Dell. As used in this Agreement, “**Dell**” shall refer to the regional or local Dell sales entity identified on Customer’s invoice for the purchase of their Product(s). If Customer purchased their Product(s) through a reseller please contact Dell by electronic mail at Dell_TechDirect@Dell.com for details regarding the local Dell contracting entity for this program. In consideration of the promises set forth below, the parties agree to the following:

I. CUSTOMER RESPONSIBILITIES

By signing this Agreement, Customer (i) notifies Dell that it has selected its own Service Provider or designated itself as a SM; (ii) agrees that Service Provider shall be solely responsible for performance of services rendered under the Products’ applicable limited hardware warranty and related support service contract and that Dell shall not be responsible for performing such services, (iii) acknowledges that Dell has offered other means of hardware support services to the Customer, whose execution would be under Dell’s sole responsibility, and that notwithstanding has chosen at their sole discretion to enroll in TechDirect Dispatch due to the advantages that TechDirect Dispatch provides to the Customer, specifically related to the render of an expedited first-level diagnosis by Customer or their Service Provider, and (iv) notwithstanding any Non-Disclosure Agreement between Dell and Customer, authorizes Dell to release Customer-related information to Service Provider necessary or convenient to carry out the purposes of this Agreement (including, but not limited to, information related to Customer’s Dell and non-Dell hardware and computer systems and networks, repair incidents or hardware failure rates).

- 1. TechDirect Dispatch Eligibility/Commercial Entity Requirements.** TechDirect Dispatch is limited to Dell’s commercial and public-sector customers. Service Provider must be a commercial or government entity.
- 2. Qualified Incidents.** TechDirect Dispatch is limited to “break/fix” hardware repair service related to a defect in workmanship or otherwise arising pursuant to Customer’s limited hardware warranty or support service contract for each Product (“**Qualified Incidents**”). TechDirect Dispatch is not available to dispatch repair parts for systems that were damaged during delivery, fail to operate upon start-up (i.e., dead on arrival), or rectify a missing or wrong delivery of a Dell sales order. Please contact Dell Customer Care or Dell Technical Support as soon as possible to resolve initial delivery experiences.
- 3. Products.** TechDirect Dispatch qualified Dell computer systems (“**Products**”) include Dell computer systems that are i) within their limited hardware warranty period, and ii) entitled with a minimum support service contract of Basic Hardware Service with “Next Business Day” onsite service-response level, RTD “Return to Depot” or CIS “Carry In Service”, including, but not limited to, the following: Desktops, Notebooks, Networking, Servers, Storage, and Printers. Dell | EMC products are not eligible for TechDirect Dispatch. Supported products may vary by region with certain products eligible in one geographic region, but not in another. Please contact your local TechDirect Dispatch Alliance Manager to obtain a complete and updated list of Products for your location.
- 4. Service Provider selection and remuneration.** Customer agrees that it has appointed Service Provider and, except for labor reimbursement related to TechDirect Dispatch services eligible for reimbursement under this Agreement, and as set out in Schedule 2 related to TechDirect Dispatch participation fees, is solely responsible for the payment of Service Provider’s fees related to services performed by Service Provider.



5. **Labor Remittance.** Dell will, at the request of Customer, provide labor remittance to Service Provider for labor services required for a Qualified Incident. Labor remittance will be provided directly from Dell to Service Provider. Additional terms and conditions apply to labor remittance, including the completion by Service Provider of a labor remittance application schedule to this Agreement.

II. SERVICE PROVIDER RESPONSIBILITIES

Service Provider (or Customer if Customer has designated itself as a SM) agrees to adhere to the following responsibilities and restrictions:

1. **Introduction.** Service Provider agrees to (a) maintain a minimum of fifty (50) Products with a minimum of Basic Hardware Service with Next Business Day, RTD, or CIS response level; (b) provide any information to Dell required under TechDirect Dispatch in a timely manner; and (c) maintain current enrollment status by renewing training certifications and annual renewal applications as required by Dell.
2. **Certification of Service Provider Technicians.** Service Provider technicians must be "Learn Dell" dispatch certified for the Products they intend to service ("**TechDirect Dispatch Certified Technician**"). A minimum of 2 TechDirect Dispatch certified technicians are required per Service Provider. Program participants in Tier 1 or 2 are also required to maintain a technician at each service location. Certification requires each technician to achieve a passing score on the TechDirect Dispatch training test and remaining current with updates and new maintenance information. TechDirect Dispatch technical certification may not be transferred to another individual. Service Provider will ensure that its TechDirect Dispatch certified technicians do not share or allow anyone else to use their TechDirect Dispatch technician identification number and/or personal identification number. Dell reserves the right to revoke a technician's certification for failure to comply with the terms of this agreement.
3. **Renewal.** Each individual certified technician is required to renew his/her certification annually or as required by Dell. Renewal schedules may differ by Product/s and Customer location.
4. **On-site First Level Diagnosis.** Service Provider will ensure that Products are only maintained by TechDirect Dispatch certified technicians certified for the Product being serviced. In the event of a Product failure, a TechDirect Dispatch certified technician will perform first level diagnosis, including troubleshooting, and pre-determine the parts required to repair the Product. The TechDirect Dispatch certified technician is expected to troubleshoot the Product in sufficient detail to identify the failed service part or component. The TechDirect Dispatch certified technician shall communicate the results of this diagnosis, with information on troubleshooting performed, and predetermined part requested to Dell using the TechDirect web tools or, if applicable, to the appropriate Dell Technical Support technician.
5. **Technical Support Engagement.** Service Provider must submit the original part dispatch request through the TechDirect Dispatch tool. Dispatch requests submitted to Dell's technical support telephone support are not entitled to labor reimbursement and a regional Dell support services provider will be dispatched to provide service instead of Service Provider, when applicable.
6. **Dell Troubleshooting.** If initial diagnosis and part(s) replacement by the TechDirect Dispatch certified technician does not restore the Product to working condition, Dell reserves the right to require additional troubleshooting steps to be performed with a Dell Technical Support technician before a second part(s) dispatch will be approved.
7. **Accurate First-Time Diagnosis.** Service Provider's TechDirect Dispatch certified technicians are expected to meet or exceed "**Minimum Service Performance Levels**" including accurate first-time diagnosis (as measured by performance metrics such as repeat dispatch rate, parts per dispatch rates and no fault found rates for parts replacement). Minimum Service Performance Levels may vary by Product and Customer location. Dell may require re-certification by some or all of Service Provider's technicians if Service Provider fails to meet or exceed Minimum Performance Service Levels.



8. **Authorized Requests for Warranty Parts Replacement.** Only TechDirect Dispatch certified technicians or their logistics administrators may request replacement service parts replacements through TechDirect Dispatch. The Product's service tag submitted when requesting parts must be the service tag of the Product with the failed part.
9. **Service Identification Restrictions.** Service Provider shall not identify itself as a "Dell Service Provider" or as any other type of authorized Dell service center or authorized service representative of Dell. Service Provider acknowledges and agrees that this Agreement does not convey any rights or license to Service Provider to use any service mark, service name, trademark, trade name, logo, insignia, slogan, emblem, symbol, design or other identifying characteristic of Dell or Dell Inc. in connection with the Services. However, TechDirect Dispatch certified technicians may identify their Dell certified technician status as qualification for employment
10. **Export Regulations.** Service Provider acknowledges and agrees that the products licensed or sold hereunder, which may include services, software or technology, are subject to the export control laws and regulations of the United States and other applicable countries. Service Provider shall abide by such laws and regulations and shall not, directly or indirectly, export, re-export or transship Products in violation of any such laws and regulations, including without limitation, the U.S. Export Administration Regulations, the Enhanced Proliferation Control Initiative (EPCI) Regulations, the Foreign Asset Control Regulations and any economic sanctions imposed by the United States Government upon any foreign country. Service Provider further represents and warrants that the Products will not be destined to (a) any restricted country or end-user, and (b) to any end-user engaged in restricted activities related to the proliferation of weapons of mass destruction.
11. **Indemnity.** Except as prohibited by federal, state, provincial and local law, Service Provider agrees to indemnify and hold Dell harmless from any and all damages, costs and expenses (including legal fees and costs of court or settlement) arising out of or in connection with any claim by the Customer or other third party arising out of the Service Provider's acts, omissions, misrepresentations, or breach of this Agreement, regardless of the form of action.
12. **Dell Support Services Related to Product Recall(s) or Proactive Field Replacement (PFR) Initiatives.** In the event of the recall or PFR of a Product or a portion of a Product, related service and parts requests must be submitted through the currently-published Dell product recall or PFR process and may not be submitted through the TechDirect Dispatch program or its online dispatch tools. Information on recalls will be available to Customer through www.Dell.com. In the event of a PFR initiative, Dell technical support or the local TechDirect Dispatch Alliance Manager will provide additional details.
13. **Data Backup.** IT IS NOT THE RESPONSIBILITY OF DELL TO BACKUP DATA OR SOFTWARE TOOLS ON A CUSTOMER'S PRODUCT OR TO PROVIDE ADEQUATE SECURITY FOR CUSTOMER'S PRODUCTS. CUSTOMER AND SERVICE PROVIDER UNDERSTAND AND AGREES THAT DELL IS NOT RESPONSIBLE FOR LOSS, DESTRUCTION, OR DAMAGE TO SOFTWARE, DATA OR LOSS OF USE OF ANY COMPUTER OR NETWORK SYSTEMS EVEN IF IT OCCURS AS A CONSEQUENCE OF ADVICE OR SUGGESTIONS PROVIDED BY DELL PERSONNEL.
14. **Operational Requirements.**
 - a. Service Provider must return the defective part(s) to Dell within ten (10) calendar days measured from the date of the service part(s) shipment date or be subject to the service part fees as set forth by Dell. The specified return period may vary by region or country, please contact your local TechDirect Dispatch Alliance Manager for details. Service Provider must use the original packaging that was used to ship the replacement part(s) to return the defective part(s) to Dell.
 - b. Service Provider may be charged additional fees for the following:
 - i. Returning defective parts without including the required dispatch documentation ("DPS" number (Dell service-related identifier), Part number, Serial number, and Product Service Tag return form) in the return container;



- ii. Returning non-Dell parts, customer or service provider induced damaged parts, or Dell parts from a Dell system other than the Product for which the replacement part was dispatched;
- iii. Returning defective service parts from Dell systems that are no longer within their limited hardware warranty and service contract period;
- iv. Returning the wrong Dell part based on the DPS number;
- v. Returning parts with a damaged, erased, scratched, or illegible "PPID" (piece-part identification) number; or
- vi. Returning an empty box.

Fees are based on the fair market value of the correct missing part(s) and may include an additional fee equal to Dell's administrative costs to resolve the discrepancy. Fees will vary by region and will be managed by the local TechDirect Dispatch Alliance Manager. Dell may invoice Service Provider for fees or deduct fees from current or future monies owed to the Service Provider for labor reimbursement associated with TechDirect Dispatch. If any payment due from Service Provider is late Dell may decline requests for service parts or inquiries for technical support until payment is made.

15. **Service Provider fees.** Service Provider acknowledges that Dell is not responsible for any fees possibly due by the Customer to Service Provider in accordance with any (other) agreement, written or not, condition or settlement entered into by Service Provider and Customer, except for labor reimbursement related to TechDirect Dispatch services eligible for reimbursement under this Agreement.
16. **Service Response Times.** Service requests on Products entitled with current Dell ProSupport support service contracts that include two (2) hour service response times must be submitted by telephone to Dell Technical Support. Service requests on Products entitled with service contracts that include "Next Business Day" service-response times and are submitted after the regional cut-off times will have a response time of two (2) business days. Service requests on Products entitled with service contracts that include "Same Business Day" service response times and are submitted after the regional cut-off times will have a response time of next business day.

III. DELL RESPONSIBILITIES

Subject to the provisions of Schedule 1, Dell will support Service Provider's maintenance of Products by offering the following services.

1. **Training.** Dell will make online training available to Service Provider. Dell will make certification materials available in electronic format.
2. **Technical Documentation.** Dell will provide Online Technical Service Manuals. Service Provider agrees to update their own or previously provided Technical Service Manuals as Dell provides updated information.
3. **Restrictions.** Dell, or the original creator, retains all rights in the materials provided, including but not limited to copyright. None of the materials may be copied, reproduced or distributed by any means without the prior written permission of Dell or the copyright owner.
4. **Service Incidents & Parts Dispatch.** For Qualified Incidents, Dell will provide replacement parts on an exchange basis and will target response times corresponding to the Product's underlying limited hardware warranty and service contract. Service Provider must report each Qualified Incident to Dell and obtain Dell's authorization when requesting replacement service parts.

V. TERM; TERMINATION

1. **Term.** This Agreement shall remain in effect for an initial period of one year. Except as prohibited by federal, state, provincial or local laws or regulations, this Agreement will automatically renew thereafter unless any Party



terminates this Agreement as set forth herein, and so long as no Party is in breach of this Agreement, Service Provider meets or exceeds the then-current Minimum Service Performance Levels, and Service Provider maintains current TechDirect Dispatch certification for technicians performing service on Products. Additional fees may apply to Customer's annual renewal application, and Dell reserves the right to reject such applications. During the initial year or successive annual renewals, Dell may audit Service Provider and perform a site review to validate compliance with this Agreement.

2. **Termination by Customer.** For its convenience, Customer may terminate this Agreement upon thirty (30) days written notice to Dell provided to Customer's local TechDirect Dispatch Alliance Manager. If Customer has selected a Service Provider, this Agreement will terminate immediately upon Customer's termination of Service Provider's services. If Customer elects to appoint another Service Provider, Customer must reapply for participation in TechDirect Dispatch.
3. **Termination by Dell.** For its own convenience, Dell may elect not to renew this Agreement. In addition, upon thirty (30) days written notice at any point, Dell may terminate this Agreement if Service Provider or Customer are in breach of this Agreement, specifically including if Service Provider fails to meet or exceed Minimum Service Performance Levels. Moreover, for its own convenience, Dell may terminate this Agreement upon ninety (90) days written notice.
4. **Survival.** All provisions that by their nature are intended to survive the termination of this Agreement shall survive.

VI. DEFAULT

In the event of the failure of either party to fulfill any obligation under this Agreement, the party requesting performance shall provide the non-performing party written notice describing in detail the performance demanded and thirty (30) days to perform. If the non-performing party fails to perform such obligation within that time, the party requesting performance may, in addition to any other remedies available at law, not otherwise limited herein, terminate this Agreement.

VII. LIMITED WARRANTY; LIMITATION OF REMEDIES AND LIABILITY

LIMITED WARRANTY. DELL WARRANTS THAT ANY SERVICES DELL PROVIDES IN CONNECTION WITH THE TECHDIRECT DISPATCH PROGRAM (FOR PURPOSES OF THIS PARAGRAPH, "**SERVICES**") WILL BE PERFORMED IN A GOOD AND WORKMANLIKE MANNER. EXCEPT AS EXPRESSLY STATED IN THE PRECEDING SENTENCE OR EXPRESSLY STATED FOR SPARE PARTS, DELL, INCLUDING ITS AFFILIATES, SUBSIDIARIES, LICENSORS, SUBCONTRACTORS, DISTRIBUTORS, SERVICES PARTNERS, AGENTS AND MARKETING PARTNERS, AND EACH OF THEIR RESPECTIVE EMPLOYEES, DIRECTORS AND OFFICERS (COLLECTIVELY, THE "**DELL PARTY(IES)**") MAKES NO EXPRESS OR IMPLIED WARRANTIES WITH RESPECT TO THE SERVICES, INCLUDING BUT NOT LIMITED TO, ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE; ANY WARRANTY RELATING TO THIRD-PARTY PRODUCTS OR THIRD-PARTY SERVICES; ANY WARRANTY WITH RESPECT TO THE PERFORMANCE OF ANY HARDWARE OR SOFTWARE USED IN CONDUCTING SERVICES; ANY WARRANTY CONCERNING THE RESULTS TO BE OBTAINED FROM THE SERVICES OR THE RESULTS OF ANY RECOMMENDATION THE DELL PARTIES MAY MAKE; AND, ANY IMPLIED WARRANTIES CONCERNING THE PERFORMANCE, MERCHANTABILITY, SUITABILITY, NON-INFRINGEMENT OR FITNESS FOR A PARTICULAR PURPOSE OF ANY OF THE DELIVERABLES OR OF ANY SYSTEM THAT MAY RESULT FROM THE IMPLEMENTATION OF ANY RECOMMENDATION THE DELL PARTIES MAY PROVIDE.

LIMITATION OF REMEDIES & LIABILITY. EXCEPT FOR THE OBLIGATION OF SERVICE PROVIDER TO INDEMNIFY DELL ARISING OUT OF THIS AGREEMENT, NEITHER CUSTOMER, SERVICE PROVIDER NOR THE DELL PARTIES WILL BE LIABLE FOR ANY INCIDENTAL, INDIRECT, PUNITIVE, SPECIAL OR CONSEQUENTIAL DAMAGES, ARISING OUT OF OR IN CONNECTION WITH THE SERVICES PROVIDED PURSUANT TO THIS AGREEMENT EVEN IF A PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THE DELL PARTIES SHALL NOT HAVE LIABILITY FOR (A) LOSS OF REVENUE, INCOME, PROFIT, OR SAVINGS, WHETHER DIRECT OR INDIRECT, (B) LOST OR CORRUPTED DATA OR SOFTWARE, (C) LOSS OF BUSINESS



OPPORTUNITY, (D) BUSINESS INTERRUPTION OR DOWNTIME, OR (E) PRODUCTS NOT BEING AVAILABLE FOR USE. EXCEPT FOR CLAIMS THAT THE SERVICES (EXCLUDING THIRD-PARTY SERVICES) CAUSED BODILY INJURY (INCLUDING DEATH) DUE TO DELL'S NEGLIGENCE OR WILLFUL MISCONDUCT, DELL'S TOTAL LIABILITY IN CONTRACT, TORT OR OTHERWISE, UNDER THIS AGREEMENT IS THE PERFORMANCE OF THE SERVICES DESCRIBED HEREIN. IF DELL IS UNABLE TO PERFORM SUCH SERVICES, OR PERFORMANCE IS NOT AN APPLICABLE REMEDY, CUSTOMER AND SERVICE PROVIDER'S ENTIRE REMEDY AND DELL'S ENTIRE LIABILITY WILL BE THE PAYMENT OF ACTUAL DIRECT DAMAGES NOT TO EXCEED THE MONIES PAID BY CUSTOMER OR SERVICE PROVIDER TO DELL UNDER THIS AGREEMENT FOR THE PRIOR YEAR. YOU ACKNOWLEDGE THAT THESE LIMITATIONS APPLY EVEN IF THE REMEDIES FAIL OF THEIR ESSENTIAL PURPOSE AND THAT, WITHOUT THESE LIMITATIONS, CUSTOMER OR SERVICE PROVIDER WOULD HAVE PAID A HIGHER FEE FOR THE SERVICES PROVIDED HEREUNDER.

High Risk Application Disclaimer. The Services are not fault-tolerant and are not designed or intended for use in hazardous environments requiring fail-safe performance, including without limitation, in the operation of nuclear facilities, aircraft navigation or communication systems, air traffic control, weapons systems, direct life-support machines, or any other application in which the failure of the Services could lead directly to death, personal injury, or severe physical or property damage (collectively, "**High-Risk Activities**"). Dell expressly disclaims any express or implied warranty of fitness for High-Risk Activities.

VIII. MISCELLANEOUS

1. **Assignment.** Neither party may assign this Agreement without the express written consent of the other party, except that no consent shall be required for any assignments by Dell to its affiliates.
2. **Relationship of the parties.** Dell and Service Provider are independent contractors. Neither party will state, imply, nor knowingly permit anyone to infer that any other relationship exists between the parties.
3. **Updates.** Dell reserves the right to modify the terms and/or eligibility requirements applicable to the TechDirect Dispatch Program at any time, or from time to time.
4. **Applicable Law & Venue.**
 - a. **English Language Interpretation.** This Agreement will be interpreted and construed in accordance with the English language.
 - b. **Applicable Law.**
 - i. **United States.** Where TechDirect Dispatch is provided for the benefit of your operations located in the United States, the laws of Texas will apply unless required otherwise by statute. Unless required otherwise by statute, for all actions in the United States, the parties hereby consent to the venue of courts located in Travis County, Texas and acknowledge that these courts are proper and convenient forums for the resolution of any actions between the parties and agree that these courts will be the sole and exclusive forums for the resolution of any actions between the parties related to this agreement.
 - ii. **Canada.** Where TechDirect Dispatch is provided for the benefit of your operations located in Canada: (i) the laws of the province of Ontario and the federal laws of Canada applicable therein will apply; and (ii) the parties agree to the exclusive jurisdiction of the courts located in the province of Ontario. For all actions in Canada, the parties hereby consent to the venue of courts located in Toronto and acknowledge that these courts are proper and convenient forums for the resolution of any actions between the parties and agree that these courts will be the sole and exclusive forums for the resolution of any actions between the parties related to this agreement.
 - iii. **Europe, Middle East and Africa ("EMEA"), Asia/Pacific and Japan ("APJ"), and Latin America & Caribbean Countries ("LATAM").** Where TechDirect Dispatch is provided for the benefit of your operations located in EMEA, APJ or LATAM, this agreement shall be governed by the same law and jurisdiction agreed by the parties for the purchase of the Product(s).



5. **Enforceability.** If any provision of this Agreement is void or unenforceable, the parties agree to delete it and agree that the remainder of this Agreement will continue to be in effect. This Agreement is not intended to be for the benefit of or enforceable by any person other than the Customer, Dell or Service Provider.
6. **Entire Agreement.** This Agreement and its attached Schedules is the exclusive statement of the contract and entire Agreement in effect between Dell and Service Provider with respect to the subject matter herein. No promise or amendment relating to the Agreement shall be binding unless it is in writing and signed by Dell.
7. **IP Rights & Software License.** Intellectual property rights in or relating to the Products, the returned or dispatched service parts, TechDirect Dispatch and all associated documentation and training materials are the property of Dell or its affiliates. All Customer or Service Provider use of tools or software, including automated dispatch tools and web-based portals, (collectively, "**Software**") in connection with TechDirect Dispatch is subject to the terms and conditions of the license agreement accompanying the Software. In the absence of a license agreement provided with the Software, Dell hereby grants Customer and Service Provider a personal, non-exclusive license to use and to access the Software provided by Dell hereunder during the term of this Agreement as necessary for you to enjoy the benefit of TechDirect Dispatch. Unless expressly authorized in writing by Dell, you may not copy, modify, create a derivative work, collective work or compilation of the Software, or reverse engineer, decompile or otherwise attempt to extract the code of the Software or any part thereof; may not license, sell, assign, sublicense or otherwise transfer or encumber the Software; and may not use the Software in a managed services arrangement.
8. **Existing & Legacy Channel Agreements.** In the event that Customer has also entered into a Channel Partner Agreement ("**CPA**") with Dell, which is still in force at the Effective Date hereof, to the extent that there is a conflict between these provisions and the CPA, these provisions will take precedence with respect to services provided pursuant to TechDirect Dispatch.



**THE SECTION(S) BELOW APPLY TO CUSTOMERS AND SERVICE PROVIDERS
LOCATED IN CERTAIN GEOGRAPHIC REGIONS AND COUNTRIES INCLUDED THEREIN**

9. EMEA.

- a. **EU WEEE Directive.** Where parts are returned from Customers to Service Provider within the European Union ("EU"), Service Provider will comply with the EU WEEE Directive as transposed and implemented in each EU Member State and will provide evidence of compliance to Dell on request.

10. LATAM.

- a. **Service Provider Fees.** Service Provider acknowledges that Customer is solely responsible for the counter obligation to the Service Provider for services provided to Customer.
- b. **Additional Indemnity.** In addition to the indemnification obligations above, Service Provider shall reimburse Dell for the amounts that may be spent by Dell deriving from 1) the judicial acknowledgement of an employment bond between Service Provider's employees, legal representatives, partners or independent contractors and Dell and 2) the judicial acknowledgment of Dell and Service Provider's joint liability, or Dell's subsidiary liability, to Service Provider's obligation, including but not limited to those of labor, tax, tort, environmental and social welfare natures.
- c. **Service Response Times.** Service requests on Products entitled with limited hardware warranties and service contracts that include same business day ("SBD") dispatches will be available in limited cities and countries and Service Providers is required to pick up the part at a local Dell parts facility. In those countries/region/cities where SBD is not available, part delivery will be based on local coverage capabilities. Contact your TechDirect Dispatch Alliance Manager for additional details.
- d. **For the following LATAM countries:** Anguilla, Antigua and Barbuda, Aruba, Bahamas, Cayman Islands, Dominica, Grenada, Guadeloupe, Guyana, Haiti, Martinique, Montserrat, Curacao, Saint Kitts and Nevis, Saint Lucia, Saint Vincent and the Grenadines, Suriname, Turk and Caico islands, British Virgin Islands, US Virgin Islands, Belize, the following rules shall apply:
 - i. **"Next Business Day"** and **SBD** dispatches and delivery of service parts are not available. Instead, service parts deliveries will be from five (5) to eight (8) business days regardless of the service response level identified in the limited hardware warranty and service contract applicable to Customer's Products.
 - ii. Service Providers must be the Import and Export of Record of the parts and will provide evidence of their compliance upon request by Dell, which is necessary to import the service parts required and export the defective parts to a Dell facility located outside of these listed LATAM countries.
- e. **Brazil:** Service Providers shall comply with all fiscal requirements including, but not limited to the tax enrollments that entitles Service Provider to issue "Notas fiscais" and shall also comply with special defective products return requirements and documentation for all Brazilian states in order to be able to return defective parts to a Dell facility. Upon request, Service Provider shall provide evidence of such compliance.
- f. **Chile:** The parties declared that this Agreement is of mercantile nature for all parties.

11. APJ.

- a. **Australia & New Zealand:** Parts replacement requests, covered by Dell's Accidental Damage / Complete Care contracts, will not be supported by the TechDirect Dispatch program.



TechDirect Dispatch Alliance Managers & TechDirect Dispatch Technical Assistance

Your local TechDirect Dispatch Alliance Manager is the primary point of contact for questions related to the TechDirect Dispatch program.

For administrative issues, you may contact Dell by electronic mail at Dell_TechDirect@Dell.com.



Schedule 1: TechDirect Dispatch Labor Remittance Application

This Labor Remittance Schedule ("**Schedule**") is subject to the terms and conditions of the Dell TechDirect Dispatch Program Agreement ("**Agreement**"), which is incorporated by reference herein in its entirety, as well as the provisions below. Capitalized terms not specifically defined in this Schedule shall have the same meaning set forth in the Agreement.

- 1. Labor Remittance.** Dell will, at the request of Customer, provide labor remittance to Service Provider for labor services required for a Qualified Incident. Service Provider labor remittance is limited to qualified "break/fix" hardware repair services pursuant to the Agreement and further outlined below (*i.e.*, support services related to a defect in workmanship or arising pursuant to Customer's limited hardware warranty and applicable service contract/s for the Product/s). Labor remittance will be provided directly from Dell to Service Provider. Standard remittance is inclusive of all taxes for Canada, US, and LATAM.
- 2. Payment Terms.** Dell will reimburse Service Providers monthly in arrears. Payment terms for remittance are 90 days or shorter if mandated by local laws or adjusted by Dell's regional procurement organization. Labor remittance rates vary by region and are managed by local TechDirect Dispatch Alliance Managers. As set out in Section II 14.b of the Agreement, Dell may invoice Service Provider for additional fees or deduct additional fees from current or future monies owed to the Service Provider for labor reimbursement associated with TechDirect Dispatch. Dell reserves the right to change the labor remittance rates and will notify Service Provider at a minimum of thirty (30) days in advance of the effective date for the new rates. Labor remittance is distributed to Service Provider at the local rate that is published at the time of service dispatch associated with the qualifying service incident. The invoice due date for Service Provider to submit invoices to Dell associated with labor remittance is thirty (30) calendar days from the last day of the invoice period. Invoices submitted to Dell in connection with TechDirect Dispatch must be submitted on a form approved by your local TechDirect Dispatch Alliance Manager. No additional terms and conditions may be included or incorporated by reference on the invoice submitted to Dell.
- 3. Regional Terms Applicable to Customers and Service Providers with Operations in Asia-Pacific & Japan (APJ).** When tag transfer is necessary, the process must occur within fifteen (15) calendar days prior to a dispatch request to ensure that service parts are correctly dispatched to the correct Customer and location.
- 4. Customer Questions & Remittance Disputes.** Questions and disputes regarding the proper submission of warranty remit claims must be brought to the attention of your local TechDirect Dispatch Alliance Manager (see regional contact table included in the Agreement) within forty-five (45) days from the invoice due date. No Claim disputes will be accepted and paid after forty-five (45) days.
- 5. Service Provider Responsibilities for Labor Remittance.** If Service Provider fails to satisfy any of the requirements of the Program or this Schedule, Dell may deny the associated remittance request, reduce the labor remittance rate or withhold labor remittances until such Service Provider responsibilities are met.
- 6. TechDirect Dispatch Program Enrollment Requirements**
 - A.** Service Provider must be actively enrolled in the TechDirect Dispatch program with a Parts and Labor account. Expired accounts will not be eligible for labor remittance.
 - B.** Service Provider must be a Self-Maintainer or Service Provider must be designated by the Customer as the service provider for the Product that Service Provider has serviced and is seeking remittance from Dell;
 - C.** TechDirect Dispatch participants in the Dell PartnerDirect program track must also be an active reseller within the Dell PartnerDirect Program and show commitment to the ongoing sale of Dell products and services worth \$50,000 US annually;



- D. Eligible Service.** Service must be provided in connection with installing a Dell-designated Optional Customer Self Replaceable (OCSR) Parts. Dell will reimburse a Service Provider for labor associated with a OCSR dispatch and will not reimburse a Service Provider for labor associated with a Mandatory Customer Self-Replaceable (MCSR) dispatch. MCSR are component parts designed specifically for easy removal and replacement by the customer on their Dell product. Parts identified as MCSR Parts can vary by Dell product and model.
- i. MCSRs are typically components external to the computer “box” or internal components replaceable by the end user.
 - ii. **Dell ProSupport Exception to MCSR/OCSR Remittance Guidelines.** Service associated with a Qualified Incident and performed on Products entitled with a Dell ProSupport service contract is eligible for a limited “MCSR remittance.” Please see your local TechDirect Dispatch Alliance Manager for a complete table of remittance rates, including qualified rates applicable to service associated with installing a MCSR service part on a Product entitled with a Dell ProSupport or Up-Sell service contract.
 - iii. Service Providers may contact their regional TechDirect Dispatch Alliance Manager for further clarification on MCSR/OCSR service parts.
- E. TechDirect Dispatch Certification & Minimum Service Level Performance.** Service must be performed by a TechDirect Dispatch certified technician certified for the Product serviced; Service Provider must meet or exceed the currently-posted Minimum Service Performance Levels for the region in which service takes place.
- F. Qualified Incidents.** Product(s) must meet qualifying criteria defined in the TechDirect Dispatch program terms, including that the Product is entitled with a limited hardware warranty and a minimum of Basic Hardware Service with Next Business Day, RTD, and CIS response levels; Remittance is limited to “**Qualified Incidents**”, as defined in the Agreement. Qualified Incidents are limited to the replacement of failed components to restore the warranted systems to working factory condition.
- G. Minimum Service Performance Levels.**
- i. Service Provider’s TechDirect Dispatch certified technicians are expected to meet or exceed “Minimum Service Performance Levels” including accurate first-time diagnosis (as measured by performance metrics such as repeat dispatch rate (outlined in greater detail below), parts per dispatch rates and no fault found rates for parts replacement). Minimum Service Performance Levels may vary by Product and Customer Location. Please contact your local TechDirect Dispatch Alliance Manager to obtain a complete and updated list of Minimum Performance Service Levels.
 - ii. **Repeat Dispatch Rate.** The permissible repeat dispatch period for a Qualified Incident is thirty (30) calendar days. Example: a repeat dispatch rate of thirty (30) days means that a Service Provider would only be reimbursed for one Qualified Incident regardless of the number of repairs completed on the same Product service tag within a thirty (30) calendar-day period. Dell reserves the right to change the repeat dispatch period and will notify Service Provider thirty (30) days in advance of the new period start date.
- H. TechDirect Dispatch Tool.** Service Provider must submit the original part dispatch request through the online TechDirect Dispatch tool. Dispatches requested by phone may also be submitted, but such dispatches are not eligible for labor remittance.
- I. Timely Parts Return.** Service Provider must return the defective parts(s) to Dell within (10) calendar days measured from the date of the service part(s) shipment date. The specified return period may vary by region or country, please contact your local TechDirect Dispatch Alliance Manager for details. Dell will not reimburse Service Provider for dispatches where the defective part was not returned to Dell within the specified period.
- J. Third-Party Onsite Service Contracts Sold by Dell on Consumer-Oriented Products.** Participants in TechDirect Dispatch “Tier 2” (self-dispatching with labor remittance) will not receive labor remittance for services performed on Dell systems entitled with a third-party onsite service contract sold by Dell. Service Provider may use the



online TechDirect Dispatch tools to request service parts and complete the service repair for these systems without remittance from Dell.



Schedule 2: TechDirect Dispatch Participation Fees

This TechDirect Dispatch Participation Fees Schedule (“**Schedule**”) is subject to the terms and conditions of the Dell TechDirect Dispatch Program Agreement (“**Agreement**”), which is incorporated by reference herein in its entirety, as well as the provisions below. Capitalized terms not specifically defined herein shall have the same meaning set forth in the Agreement.

Enrollment

Participation in TechDirect Dispatch Program is available with the remittance-related options outlined in the “tiers” below. Fees listed below are annual fees.

Program Tier	Description	Eligible for Labor Remittance	Annual Fee
1	Customer as Self-Maintainer (without Labor Remittance) Customer-Appointed Service Provider (without Labor Remittance)	No	No fee
2	Customer as Self-Maintainer with Labor Remittance Customer-Appointed Service Provider with Labor Remittance	Yes	\$1500 USD per Customer enrolled in TechDirect Dispatch
3	Service Provider Registered as a Dell Value Added Reseller, per Schedule 1 (6) c.	Yes	No fee

“**Eligibility for Labor Remittance**” is subject the annual fees outlined herein, as well as additional terms and conditions included in the TechDirect Dispatch Labor Remittance Application.

“**Annual Fee(s)**” apply to Customer and Service Provider’s participation in TechDirect Dispatch for one (1) year from the date of execution of the Agreement. Renewal fees may vary. Please contact your local TechDirect Dispatch Alliance Manager for a schedule of annual renewal fees for your location.

Technician Certification

Customer acting as a Self-Maintainer and Service Provider technicians must be Dell dispatch certified for the Products they intend to service (“**TechDirect Dispatch certified technician**”). Certification requires each technician to achieve a passing score on the TechDirect Disptach training test and remaining current with updates and new maintenance information. Certifications may not be transferred to another individual. Service Provider will ensure that its certified technicians do not share or allow anyone else to use their TechDirect Dispatch tech ID and/or PIN. Dell reserves the right to revoke a technician’s certification for failure to comply with the terms of this agreement.



Participation in the TechDirect Dispatch program requires that each technician demonstrate knowledge and expertise in diagnosis and troubleshooting of Products. Online training is available to prepare and measure your technical staff. Certifications are based on the different product types (including, but not limited to, Desktops, Notebooks, Printers, PowerEdge, InterConnect, PowerVault, Servers, and Storage). Certifications are associated with a specific technician and valid for a period of one (1) year. Specified technicians can complete multiple certifications from each of the product types.