

# Accidental Damage Repair Service (UIAD)

## Detailed Description

Dell will provide Accidental Damage Repair Services throughout the year for the Customer Client System at Customer Locations. The services will be available during Service Hours based on a 40-hour week. Services performed outside the Service Hours will be mutually agreed to in writing and are subject to additional fees.

Dell will complete the activities listed below. These activities will validate the assumptions, requirements, procedures, and responsibilities set forth in this SOW. In the event any assumption, requirement, procedure, or responsibility is found to be incorrect, the pricing and/or scope of Services will be modified to reflect the actual operating environment. Those changes will occur in accordance with the Change Management Process. This SOW covers Accidental Damage Repair Services for Client Systems at Customer Locations as defined in Appendix A and B.

Dell will provide Accidental Damage Repairs as detailed below. During the term of this SOW and subject to the limitations in this SOW, Accidental Damage Repairs involve Dell repairing the Client System for an unlimited number of incidents as necessary to correct any damage to the Client System which occurs during the usual and customary usage of the Client System and is caused by accidental damage from handling (including drops and spills).

Dell shall not be responsible for:

- Items under Exclusions to Accidental Damage in the Exclusions section Below.
- Any damages not covered by Accidental Damage Repairs as described in the Exclusions section Below.
- Consumables such as batteries, not under warranty

The Services detailed in this section will apply to Client Systems eligible for repair under Accidental Damage Repair Services.

- Customer will engage Dell through Provider's web portal.
- Customer will complete the service request on the portal.
- Dell will ship an empty box to the address provided by Customer in the service request within one (1) business day of receipt of request. The box will contain a return shipping label to Dell's depot.
- If asset tag is damaged or not present and Customer wants a new asset tag attached, Customer will place an asset tag in the box with the broken unit.
- Customer will package, and seal broken unit in box supplied by Dell and attach prepaid shipping label to box.
- Customer will arrange for pickup of the defective system by the designated shipper.

Client System will be delivered to Dell's staging area and taken to the repair area. Dell will perform the following:

- \* Client System will be scanned into the repair area.
- \* Diagnose the Client System.
- Repair the Client System if eligible for Accidental Damage Repairs.
- Attach Customer supplied new asset tag if asset tag is missing or removed during repairs.
- Scan Client System once repair is completed to update status of Client System.
- Re-enroll, if required, Client System into the Customer console or re-image, if required and not Chromebook, using mutually approved Customer provided image if provided by Customer.

Dell will repair Client System per the terms of this SOW and target to ship the repaired Client System within five (5) business days from receipt of broken Client System by Dell.

**EXCLUSIONS TO COVERAGE** applicable to Warranty Repair Services and Accidental Damage Repair Services:

- a) Any damage to or defect in the Client Systems that is cosmetic. Under this Agreement, Dell is not obligated to repair wear and tear on the Client Systems and other superficial items, such as scratches and dents that do not materially impair the use of the Client Systems.
- b) Any Client Systems that anyone other than Dell or designated Provider has tried to repair. Dell will not provide Service for any product defect that results after repairs to the Client Systems are made or attempted by Customer or any other person not authorized by Dell EMC Services or Provider to repair the Client Systems.
- c) Any Client Systems 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 Client Systems (2) installation or mounting of Equipment 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 EMC Services.
- d) Any Equipment that is lost or stolen. To receive repair or replacement of Equipment, Customer must return the damaged Equipment to us in its entirety.
- e) Any Equipment 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 Equipment, or use of the Equipment in an incorrect environment. If Dell EMC Services finds evidence of intentional damage, misuse, abuse, failure to follow instructions provided with the Equipment, or use of the Equipment in an incorrect environment, Dell is not obligated to repair or replace the Equipment.
- f) Any recovery or transfer of data stored on the Equipment. Customer is solely responsible for all data stored on the Equipment, and it is Customer 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 EMC Services or Provider. In addition, Customer is responsible for removing any confidential, proprietary, or personal information and any removable media such as SIM cards, memory cards, CDs, or PC cards. Provider does not provide Customer any data recovery services under this Agreement. However, if Dell EMC Services or Provider determines that replacement of a storage device or hard drive is necessary, Provider will reload, at no charge to Dell EMC Services, the then-current version software image Customer provided. Provider does not, however, represent or warrant and this Agreement does not obligate Provider to ensure that any installed applications will be compatible with the replacement Equipment.
- g) Preventive maintenance. It is not necessary that Customer perform any preventive maintenance on the Equipment to obtain repair or replacement of Equipment covered by this Agreement.
- h) 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 Equipment.
- i) Any damages arising from acts of God such as, but not limited to, lightning, flooding, tornado, earthquakes, and hurricanes.
- j) Removing viruses (Provider will promptly notify Customer Site Coordinator upon discovery of virus).
- k) Equipment that is rendered unrepairable including, but not limited to, complete submersion in liquid (e.g., pool, bathtub, etc.) or crushed units.
- l) Equipment with a serial number that has been altered, defaced or removed.

m) Damage due to contact with any human or animal bodily fluids. Devices determined to be covered or containing bodily fluids will be bagged as Biohazard and returned to Customer.