

Quote

University Of Manchester



Quote No :
98392498

Customer No :
GB11704668

Date :
16/04/2015

Salesperson :
Donna Laird Phone 01344 373 943
DONNA_SWEENEY@dell.com Fax 01344 376 943

Customer :
University Of Manchester
Simon Hood

Quote valid for :
14 days

Estimated Delivery Date :
29/05/2015

Address :
John Owens Building
Oxford Road
M13 9PL
Manchester
Lancashire
United Kingdom

Payment Terms :
45 Days Inv.

Dear Simon Hood,

Further to our earlier discussion, please find attached the Quotation 98392498 for the item(s) you requested from Dell. If you wish to proceed with placing an order based on this Quote please follow the HOW TO PLACE AN ORDER instructions.

If I can be of any further assistance please do not hesitate to contact me. I look forward to speaking with you again soon.

Yours sincerely

Donna Laird

HOW TO PLACE AN ORDER:

If you wish to place an order for the items specified in this Quote, Please always reference the Quotation number when you place your order. In order to facilitate accurate and timely delivery and invoicing of the items, please be sure to provide the following details on your purchase order:

Your or Purchaser Name:

Position:
Phone number (including region code):
Email:
Date of purchase:

Your company/organisation order number:

Dell Quote number:
Total Price from Dell Quote:

By placing the order you agree:

- That all details on the quotation are correct and up to date and that this order will be processed using only the details in the quotation and your purchase order;
- That you are authorized to make this commitment on behalf of University Of Manchester and
- To purchase the item(s) as set out in the quotation and on the basis of Dell's Terms and Conditions for the Sale of Products and Services, as set out in part 3 of this Quote.

Dell's Terms and Conditions at www.dell.co.uk/partner shall apply to Products & Services purchased for resale.

On receipt of your order, please inspect all components of your product(s) and make Dell aware of any discrepancies with this document as soon as possible and in line with Dell's Terms and Conditions.

Please address any complaints to UKI_Customer_Complaints@dell.com. Dell will not be responsible for typographical, pricing and other errors and reserves the right to cancel any orders on the basis of such errors.

Wire Transfer details UK
Dell Corporation Limited
Branch name: Barclays Bank
A/c # 30212555
Sort Code: 200000
Swift code: BARCGB22
IBAN: GB33BARC20000030212555
Bank address: Section A
c/o Citibank UK Lockbox
PO Box 62449
33 Canada Square
London E14 1HH
United Kingdom

1 Price Summary

Description :	Qty :	Unit Price :	Price :
PowerEdge R730xd Server	2	GBP 6,472.21	GBP 12,944.42
Dell Storage MD1400, 12 HDs 3.5", Rackmount, 2Us	4	GBP 4,936.71	GBP 19,746.84
PERC H830 RAID Adapter for External JBOD, 2GB NV Cache, Low Profile,CusKit	2	GBP 249.99	GBP 499.98
Dell Networking, Cable, SFP+ to SFP+, 10GbE, Copper Twinax Direct Attach Cable, 3 Meter,CusKit	2	GBP 37.50	GBP 75.00
PowerEdge R730xd Server	3	GBP 5,415.47	GBP 16,246.41
INTEL® TRUE SCALE FABRIC HOST CHANNEL ADAPTER QLE7340CK	15	GBP 216.48	GBP 3,247.20
INTEL® TRUE SCALE FABRIC PASSIVE COPPER CABLE QSFP-QSFP 3M 28 AWG CBL10600328	15	GBP 38.78	GBP 581.70
PowerEdge R630 Server	10	GBP 8,533.40	GBP 85,334.00
Subtotal			GBP 138,675.55
20% VAT (GBP 138,675.55)			GBP 27,735.11
Total			GBP 166,410.66

Order Information

Billing Address :
 University Of Manchester
 Simon Hood
 John Owens Building
 Oxford Road
 M13 9PL Manchester
 Lancashire
 United Kingdom

Shipping Address :
 University Of Manchester
 Simon Hood
 John Owens Building
 Oxford Road
 M13 9PL Manchester
 Lancashire
 United Kingdom





Close the gap between budget & ambition

Get the equipment you need, when you want it. Use Dell Financial Services to:

- **Spread costs** with a manageable monthly fee instead of a large initial payment
- **Get more out of your budget** and get the technology you need now
- **Conserve cash** and lines of credit for core business needs

Based on your attached IT quotation, using a Residual Value lease, your monthly payment spread over 36 months would be as per below. If you need a more tailored offer, please contact us.

Months	Monthly Payment* (GBP)
36	3,878.76

Please call me or email DFS_Sales_UKI@dell.com referencing my name and your Dell Quote number. Provided you're credit approved we'll send your contract to approve by email and then link it to your order. Simple & effective from start to finish!

*The indicative price quoted excludes VAT and assumes at least 70% hardware. Leasing and financing provided to qualified customers by Dell Bank International Limited, trading as Dell Financial Services (DFS) and regulated by the Central Bank of Ireland. Offers made to qualified customers may not be available or may vary in certain countries. Where available, offers may be changed without notice and are subject to product availability, credit approval, execution of documentation provided by and acceptable to DFS. Offers are not available for personal, family or household use.



2 Quote Details

PowerEdge R730xd Server

Qty : Unit Price : Total Price :
2 GBP 6,472.21 GBP 12,944.42

Components



- 1 Intel Xeon E5-2620 v3 2.4GHz,15M Cache,8.00GT/s QPI,Turbo,HT,6C/12T (85W) Max Mem 1866MHz
- 1 R730/xd PCIe Riser 2, Center
- 1 R730/xd PCIe Riser 1, Right
- 1 Chassis with up to 12, 3.5" Hard Drives and 2, 2.5" Flex Bay Hard Drives
- 1 Quick Sync Bezel
- 1 DIMM Blanks for System with 2 Processors
- 1 Performance Optimized
- 1 2133MT/s RDIMMs
- 8 8GB RDIMM, 2133MT/s, Dual Rank, x8 Data Width
- 2 Standard Heatsink for PowerEdge R730/R730xd
- 1 Upgrade to Two Intel Xeon E5-2620 v3 2.4GHz,15M Cache,8.00GT/s QPI,Turbo,HT,6C/12T (85W)
- 1 iDRAC8 Enterprise, integrated Dell Remote Access Controller, Enterprise
- 2 500GB 7.2K RPM NLSAS 6Gbps 2.5in Flex Bay Hard Drive,13G
- 12 4TB 7.2K RPM NLSAS 6Gbps 3.5in Hot-plug Hard Drive,13G
- 1 PERC H730 Integrated RAID Controller, 1GB Cache
- 1 PERC H830 RAID Adapter for External JBOD, 2GB NV Cache, Low Profile
- 1 Dual, Hot-plug, Redundant Power Supply (1+1), 750W
- 2 UK Power Cord
- 1 PowerEdge Server FIPS TPM
- 1 Order Configuration Shipbox Label (PO Number, Ship Date, Model, Processor Speed, HDD Size, RAM)
- 1 QLogic 57800 2x10Gb DA/SFP+ + 2x1Gb BT Network Daughter Card
- 1 PowerEdge R730/R730xd Motherboard
- 1 ReadyRails Sliding Rails Without Cable Management Arm
- 1 No RAID for H330/H730/H730P (1-24 HDDs or SSDs)

Software

- 1 Performance BIOS Settings
- 1 Electronic System Documentation and OpenManage DVD Kit, PowerEdge R730/xd

Service

- 1 Base Warranty
- 1 3Yr Basic Warranty - Next Business Day - Minimum Warranty
- 1 4Yr ProSupport and 4hr Mission Critical
- 1 INFO Declined Remote Consulting

Dell Storage MD1400, 12 HDs 3.5", Rackmount, 2Us

Qty : Unit Price : Total Price :
4 GBP 4,936.71 GBP 19,746.84



Components

- 1 Bezel MD1400, 2U, 12 Drives
- 12 4TB 7.2K RPM Near-Line SAS 6Gbps 3.5-in Hot-plug Hard Drive
- 1 Enclosure Management Module, dual
- 1 Power Supply, AC 600W, Redundant
- 2 Power Cord,220V UK
- 2 12Gb HD-Mini to HD-Mini SAS cable, 2m
- 1 Rack rail, 2Us, Static

Service

- 1 Base Warranty
- 1 3Yr Parts Only Warranty
- 1 4Yr ProSupport and 4hr Mission Critical
- 1 INFO Declined Remote Consulting



PERC H830 RAID Adapter for External JBOD, 2GB NV Cache, Low Profile,CusKit

Qty : Unit Price : Total Price :
2 GBP 249.99 GBP 499.98

Dell Networking, Cable, SFP+ to

Qty : Unit Price : Total Price :





SFP+, 10GbE, Copper Twinax Direct 2 Attach Cable, 3 Meter,CusKit **GBP 37.50** **GBP 75.00**

PowerEdge R730xd Server Qty : **3** Unit Price : **GBP 5,415.47** Total Price : **GBP 16,246.41**

Components



- 1 Intel Xeon E5-2640 v3 2.6GHz,20M Cache,8.00GT/s QPI,Turbo,HT,8C/16T (90W) Max Mem 1866MHz
- 1 R730/xd PCIe Riser 2, Center
- 1 R730/xd PCIe Riser 1, Right
- 1 Quick Sync Bezel
- 1 Chassis with up to 12, 3.5" Hard Drives
- 1 DIMM Blanks for System with 2 Processors
- 1 Performance Optimized 2133MT/s RDIMMs
- 16 16GB RDIMM, 2133 MT/s, Dual Rank, x4 Data Width
- 2 Standard Heatsink for PowerEdge R730/R730xd
- 1 Upgrade to Two Intel Xeon E5-2640 v3 2.6GHz,20M Cache,8.00GT/s QPI,Turbo,HT,8C/16T (90W)
- 1 iDRAC8 Enterprise, integrated Dell Remote Access Controller, Enterprise
- 12 2TB 7.2K RPM SATA 6Gbps 3.5in Hot-plug Hard Drive,13G
- 1 PERC H730P Integrated RAID Controller, 2GB Cache
- 1 Dual, Hot-plug, Redundant Power Supply (1+1), 750W
- 2 UK Power Cord
- 1 PowerEdge Server FIPS TPM
- 1 Order Configuration Shipbox Label (PO Number, Ship Date, Model, Processor Speed, HDD Size, RAM)
- 1 QLogic 57800 2x10Gb DA/SFP+ + 2x1Gb BT Network Daughter Card
- 1 PowerEdge R730/R730xd Motherboard
- 1 ReadyRails Sliding Rails Without Cable Management Arm
- 1 No RAID for H330/H730/H730P (1-24 HDDs or SSDs)

Software

- 1 Performance BIOS Settings
- 1 Electronic System Documentation and OpenManage DVD Kit, PowerEdge R730/xd

Service

- 1 Base Warranty
- 1 3Yr Basic Warranty - Next Business Day - Minimum Warranty
- 1 4Yr ProSupport and Next Business Day On-Site Service
- 1 INFO Declined Remote Consulting



INTEL® TRUE SCALE FABRIC HOST CHANNEL ADAPTER QLE7340CK Qty : **15** Unit Price : **GBP 216.48** Total Price : **GBP 3,247.20**
INTEL® TRUE SCALE FABRIC HOST CHANNEL ADAPTER QLE7340CK



INTEL® TRUE SCALE FABRIC PASSIVE COPPER CABLE QSFP-QSFP 3M 28 AWG CBL10600328 Qty : **15** Unit Price : **GBP 38.78** Total Price : **GBP 581.70**
INTEL® TRUE SCALE FABRIC PASSIVE COPPER CABLE QSFP-QSFP 3M 28 AWG CBL10600328

PowerEdge R630 Server Qty : **10** Unit Price : **GBP 8,533.40** Total Price : **GBP 85,334.00**

Components



- 1 PowerEdge R630 Motherboard
- 1 Intel Xeon E5-2640 v3 2.6GHz,20M Cache,8.00GT/s QPI,Turbo,HT,8C/16T (90W) Max Mem 1866MHz
- 1 Chassis with up to 8, 2.5" Hard Drives, 3 PCIe Slots
- 1 Electronic System Documentation and OpenManage DVD Kit, PowerEdge R630



- 1 DIMM Blanks for System with 2 Processors
- 1 Performance Optimized
- 1 2133MT/s LRDIMMs
- 16 32GB LRDIMM, 2133 MT/s, Quad Rank, x4 Data Width
- 1 Upgrade to Two Intel Xeon E5-2640 v3 2.6GHz,20M Cache,8.00GT/s QPI,Turbo,HT,8C/16T (90W)
- 1 iDRAC8 Enterprise, integrated Dell Remote Access Controller, Enterprise
- 4 1TB 7.2K RPM NLSAS 6Gbps 2.5in Hot-plug Hard Drive,13G
- 1 PERC H330 Integrated RAID Controller
- 2 120W Heatsink for PowerEdge R630
- 1 DVD ROM SATA Internal for 8HD Chassis
- 1 Dual, Hot-plug, Redundant Power Supply (1+1), 750W
- 2 C13 to C14, PDU Style, 10 AMP, 2m Power Cord
- 1 PowerEdge Server FIPS TPM
- 1 Order Configuration Shipbox Label (PO Number, Ship Date, Model, Processor Speed, HDD Size, RAM)
- 1 Broadcom 5720 QP 1Gb Network Daughter Card
- 1 ReadyRails Sliding Rails With Cable Management Arm
- 1 No RAID for H330/H730/H730P (1-24 HDDs or SSDs)

Software

- 1 Performance BIOS Settings

Service

- 1 Base Warranty
- 1 3Yr Basic Warranty - Next Business Day - Minimum Warranty
- 1 4Yr ProSupport and Next Business Day On-Site Service
- 1 INFO Declined Remote Consulting



3 Dell's Terms & Conditions for the Sale of Products & Services to Business Customers in the United Kingdom

1. Introduction

These terms ("Terms") apply to all Products, Software and/or Services purchased by or on behalf of customer (the legal person who agrees to buy the Products, Software and/or Services from Dell) ("Customer") direct from Dell Corporation Limited ("Dell") for its internal use only and to the exclusion of all other terms and conditions. These Terms together with Dell's Order Documents and Service Documents (as defined below) form a legally binding contract between Customer and Dell for the purchase of Products, Software and Services ("the Agreement"). These documents will apply in following order of priority: (1) Order Documents; (2) Service Documents and (3) these Terms. If Customer and Dell have a separate agreement in place for the purchase of Products, Software or Services, that agreement shall apply instead of these Terms. The terms set out on Dell's website at: <http://www.dell.co.uk/partner> shall apply to Products, Software and Services purchased for resale by Customer.

2. Definitions

"Confidential Information" means collectively information of the disclosing party that is not generally known to the public, such as software, product plans, pricing, marketing and sales information, customer lists, "know-how," or trade secrets, which may be designated as confidential or which, under the circumstances surrounding disclosure, ought to be treated as confidential.

"Deliverables" means tangible and intangible materials including reports, studies, base cases, drawings, findings, manuals, procedures and recommendations prepared by Dell or its suppliers, licensors in the course of providing the Services.

"Dell-branded" means IT hardware, software and related products and services which are marked with the Dell logo or sold under the Dell brand and components thereof, excluding (1) Third Party Products and (2) any parts or components added after delivery of the Products or through Dell's custom factory integration service.

"Intellectual Property Rights" means any patent, copyright, database right, moral right, design right, registered design, trade mark, service mark, domain name, metatag, utility model, unregistered design or, where relevant, any application for any such right, or other industrial or intellectual property right subsisting anywhere in the world and any intellectual property rights in know-how, documentation, and techniques associated with the Deliverables or Materials.

"Materials" means all content and other items included with or as part of the Products, Services, Software, or Deliverables, such as text, graphics, logos, button icons, images, audio clips, information, data, photographs, graphs, videos, typefaces, music, sounds, and software.

"Order Documents" means the quotation and/or the order confirmation and/or the invoice sent by Dell to Customer which describes the Products, Software and Services purchased by Customer under the Agreement as well as Prices, payment terms and other provisions.

"Prices" means the gross price payable for the Products, Software and/or Services including the charges set out in clause 3.2.

"Products" means computer hardware and related products supplied by Dell under the Agreement.

"Services" means the services provided by Dell as described in any Service Documents.

"Service Descriptions" means descriptions of services found at <http://www.dell.com/servicecontracts/global>.

"Service Documents" means the Service Descriptions available at <http://www.dell.com/servicecontracts/global>, Statements of Work and any other mutually agreed documents describing Services, Software or Deliverables.

"Software" means any software, library, utility, tool, or other computer or program code, in object (binary) or source-code form, as well as related documentation, provided by Dell to Customer. Software includes software (1) provided by Dell and locally installed on Customer's hardware and/or equipment or (2) made available by Dell and accessed by Customer through the internet or other remote means (such as websites, portals, and "cloud-based" solutions).

"Statement of Work" means any mutually agreed statement of work describing specific Services and/or Deliverables as agreed between Customer and Dell.

"Third Party Products" means any non Dell-branded products, software, or services.

3. Ordering, Prices, Payment

3.1 Any quotes issued by Dell shall be valid for 15 days unless stated otherwise in the quote.

3.2 Prices for the Products, Software and Services shall be stated in the Order Documents or Service Documents issued by Dell. Where deliveries occur in instalments or phases Dell may need to adjust Prices for Products, Software or Services due to changes in exchange rates, taxes, duties, freight, levies and purchase costs. Quotes provided by Dell exclude value added tax, sales tax, governmental fees and any other applicable taxes, levies, and shipping charges unless expressly set out in the quote. Such charges are payable by Customer in addition to the prices quoted and may appear as separate items on the Order Documents. If the Customer is eligible for tax exemptions, it shall provide Dell with a valid certificate of exemption or other documentary proof of exemption.

3.3 Payment for Products, Software or Services must be received by Dell prior to Dell shipping the Products or providing the Software or Services to Customer or, if agreed in writing, within the time period noted on the Order Documents, or if not noted, within 30 days from the date of the invoice. Payment shall be made to the account indicated by Dell (as may be amended from time to time.) Time for payment shall be of the essence. Customer's payment terms are subject to credit checking by Dell. Dell shall be entitled to charge interest on overdue amounts at a rate of 3 per cent above the Bank of England base rate calculated on a daily basis (both before and after judgement) until actual payment is made in full. If any sum due from the Customer to Dell under the Agreement is not paid by the due date for payment then (without prejudice to any other right or remedy available to Dell), Dell shall be entitled to cancel or suspend its performance of the Agreement or any order including suspending deliveries of the Products and/or Software and suspending provision of the Services until arrangements as to payment or credit have been established which are satisfactory to Dell. Dell may invoice parts of an order separately.

3.4 All payments made or to be made by Customer to Dell under this Agreement shall be made free of any restriction or condition and without any deduction or withholding (except to the extent required by law) on account of any other amount, whether by way of set-off or otherwise.

3.5 Dell may invoice electronically and the parties agree to make the necessary arrangements to enable such electronic invoicing to take place.

4. Changes to Products, Software or Services

Changes in a Product, Software, or Service may occur after a Customer places an order but before Dell ships the Product or Software or performs the Service, and Products and Software or Services Customer receives might display minor differences from the Products, Software, or Services Customer orders but they will meet or exceed all material functionality and performance of the Products, Software or Services that were originally ordered.

5. Products

5.1 Dell shall deliver the Products to Customer's location as set out in the Order Documents. Delivery dates are non-binding and time for delivery shall not be of the essence. If no delivery dates are specified, delivery shall be within a reasonable time. Delivery of Products may be made in instalments. Dell shall not be liable for any loss (including loss of profits), costs, damages, charges or expenses caused directly or indirectly by any delay in the delivery of the Products (even if caused by Dell's negligence), nor will any delay entitle Customer to terminate or rescind the Agreement. Dell shall only be liable for any non-delivery of Products if Customer gives written notice to Dell within 7 days of the date when the Products would, in the ordinary course of events, have been delivered.

5.2 The Products shall be at the risk of Customer or its representative from the time of delivery. Dell retains all title to the Products until full payment for such Products is received by Dell from Customer. Therefore, until full payment is received, Customer will (1) hold the Products on a fiduciary basis as Dell's bailee and shall not pledge or in any way charge by way of security for any indebtedness any of the Products (2) ensure that the Products remain readily identifiable as Dell's property (3) not destroy, deface or obscure any identifying mark or packaging on or relating to the Products (4) maintain the Products in satisfactory condition and keep them insured (on Dell's behalf) for their full price against all risks to the reasonable satisfaction of Dell. On request Customer shall produce the policy of insurance to Dell. Customer grants Dell, its agents and employees an irrevocable licence at any time to enter without restriction any premises where the Products are or may be stored without prior notice in order to inspect them, or, where Customer's right to possession has terminated, to recover them. Dell shall be entitled to maintain an action against Customer for the price of the Products notwithstanding that title to and property in the Products has not passed to Customer.

5.3 Customer shall inspect the Products to identify any missing, wrong or damaged Products or packaging, and notify Dell of any such issues which would be apparent on reasonable inspection and testing of the Products within 7 days of the date of delivery of the Products. Where the defect or failure would not be so apparent within 7 days of the date of delivery, Customer shall notify Dell in writing of any defects or other failure of the Products within a reasonable time. If Customer does not comply with the notification requirements in this clause, Customer shall not be entitled to reject the Products; Dell shall have no liability for such defect or failure, and Customer shall be bound to pay for the Products as if they had been delivered in accordance with the Agreement. Dell shall, at its discretion, repair or replace Products rejected in accordance with this clause.

5.4 If for any reason Customer does not accept delivery of any of the Products when they are ready for delivery, or Dell is unable to deliver the Products on time because Customer has not provided appropriate instructions, documents, licences or authorisations then the Products will be deemed to have been delivered, risk passing to Customer (including for loss or damage caused by Dell's negligence) and Dell may:

5.4.1 store the Products until actual delivery and Customer shall be liable for all related costs and expenses (including without limitation storage and insurance); or

5.4.2 sell the Products at the best price readily obtainable and (after deduction of all reasonable storage and selling expenses) charge Customer for any shortfall below the Price for the Products.

6. Services, Software provided by Dell in connection with the provision of the Services & Deliverables



6.1 Dell shall provide Services, Software, or Deliverables to Customer in accordance with the Service Documents. Dell may, at its option, propose to renew the Service and the Software licence by sending Customer an invoice or, subject to prior notification, continuing to perform the Service or make the Software available to Customer. Customer is deemed to have agreed to such renewal of the Service and Software licence by paying such invoice by its due date or by continuing to order Services or use the Software.

6.2 All Intellectual Property Rights embodied in the Materials and Deliverables shall belong solely and exclusively to Dell, its suppliers or its licensors except as expressly granted in this Agreement.

6.3 Subject to payment in full for the applicable Services, Dell grants Customer a non-exclusive, non-transferable, royalty-free right to use the Materials and Deliverables solely (1) in the country or countries in which Dell delivers the Services, (2) for its internal use, and (3) as necessary for Customer to enjoy the benefit of the Services as stated in the applicable Service Documents.

6.4 Dell may cancel or suspend its performance of the Services or Customer's access or any user access to the Software provided by Dell in connection with the provision of the Services where Dell is required to do so (1) by law, (2) by order of a court of competent jurisdiction, or (3) when Dell has reasonable grounds to believe that Customer (or Customer's users) are involved in any fraudulent or other illegal activities in connection with the Agreement.

6.5 It may be necessary for Dell to carry out scheduled or unscheduled repairs or maintenance, or remote patching or upgrading of the Software provided by Dell in connection with the provision of the Services and which is installed on Customer's computer system(s) ("Maintenance"), which may temporarily degrade the quality of the Services or result in a partial or complete outage of the Software. Any degradation or interruption in the Software or Services during such Maintenance shall not give rise to a refund or credit of any fees paid by Customer.

6.6 Customer agrees that the operation and availability of the systems used for accessing and interacting with the Software provided by Dell in connection with the provision of the Services (including telephone, computer networks and the internet) or to transmit information can be unpredictable and may from time to time interfere with or prevent access to, use or operation of the Software. Dell shall not be liable for any such interference with or prevention of Customer's access to, use or lack of operation of the Software.

6.7 During the performance of the Services or in connection with Customer's use of the Software provided by Dell in connection with the provision of the Services, it may be necessary for Dell to obtain, receive, or collect data or information, including system specific data (collectively, the "Data"). Customer grants to Dell a non-exclusive, worldwide, royalty-free, perpetual, irrevocable licence to:

6.7.1 use, compile, distribute, display, store, process, reproduce, or create derivative works of the Data solely for the purposes set out in clause 6.7;

6.7.2 a licence to aggregate the Data with other data for use in an anonymous manner for Dell's marketing and sales activities; and

6.7.3 a right to copy and maintain such Data on Dell's servers (or the servers of its suppliers) during the term of this Agreement.

6.8 Customer represents and warrants that it has obtained all rights, permissions, and consents necessary to use and transfer the Data within and outside of the country in which Customer is located in connection with Dell's performance of the Services or Customer's use of the Software.

7. Services

7.1 Where the Services purchased consist of repair of Dell-branded Products, such Services shall be those repair services that are necessary to fix a defect in materials or construction of any Products covered by this Agreement. Preventive maintenance is not included and Dell shall not be responsible for repairs of Dell-branded Products caused by problems with Software or Customer provided Third Party Products. Unless expressly stated in a Service Document, Services do not include repair of any Products or Product component that has been damaged as a result of (1) work carried out by anyone other than Dell or its representatives (2) accident, misuse, or abuse of the Product or Product component (such as, without limitation, use of incorrect line voltages or fuses, use of incompatible devices or accessories, improper or insufficient ventilation, or failure to follow operating instructions) by anyone other than Dell or its representatives; (3) the moving of the Product from one geographic location or entity to another; or (4) an act of nature, including without limitation, lightning, flooding, tornado, earthquake, or hurricane. Parts used in repairing or servicing Products may be new, equivalent-to-new, or reconditioned.

7.2 Customer authorises Dell to use or access any Customer provided Third Party Products as necessary or as requested by Customer in Dell's performance of the Services, including without limitation, copying, storing, and reinstalling a backup system or data. Customer shall defend, indemnify, and hold Dell harmless from any third party claim or action arising out of Customer's failure to provide such authorisation (including without limitation, obtaining appropriate licenses, Intellectual Property Rights, or any other permissions, regulatory certifications, or approvals associated with technology, software, or other components).

8. Software

8.1 Software is subject to separate software licence agreements accompanying the software media and any product guides, operating manuals, or other documentation presented to Customer during the installation or use of the Software.

8.2 In the absence of licence terms accompanying the Software, Dell grants Customer a non-exclusive licence to access and use the Software provided by Dell. Software provided or made available to Customer by Dell in connection with the provision of the Services may be used only during the term of the Services and solely as necessary for Customer to enjoy the benefit of the Services.

8.3 For Software provided by Dell in connection with the provision of the Services, the following clauses shall apply:

8.3.1 Customer may not: (1) copy (save for making a back up copy), adapt, licence, sell, assign, sublicense, or otherwise transfer or encumber the Software; (2) use the Software in a managed services arrangement; or (3) use the Software in excess of the authorised number of licensed seats for concurrent users, sites, or other criteria specified in the applicable Service Documents.

8.3.2 Customer is prohibited from (1) attempting to use or gain unauthorised access to Dell or to any third party's networks or equipment; (2) attempting to probe, scan, or test the vulnerability of Software or a system, account, or network of Dell or any of its customers or suppliers; (3) interfering or attempting to interfere with service to any user, host, or network; (4) transmitting unsolicited bulk or commercial messages; (5) restricting, inhibiting, or otherwise interfering with the ability of any other person, regardless of intent, purpose, or knowledge, to use or enjoy the Software (except for tools with safety and security functions); or (6) restricting, inhibiting, interfering with, or otherwise disrupting or causing a performance degradation to any Dell (or Dell's suppliers') facilities used to deliver the Services.

8.4 Customer grants Dell, or an agent designated by Dell, the right to perform an audit of its use of the Software during normal business hours. Customer agrees to cooperate with Dell in such audit and to provide reasonable access to all records related to the use of the Software. The audit will be limited to verification of Customer's compliance with the terms of usage relating to such Software under this Agreement.

9. Warranty

9.1 Subject to clause 9.3, Dell warrants that Dell-branded Products shall (1) conform to their product specification and (2) be free from material defects for a period of 12 months from the date of the invoice ("Warranty Period") and (3) that Dell-branded spare parts shall be free from defects for 90 days from the date of delivery or for the remainder of the Warranty Period, if longer. Performance of any one of the options set out at clause 9.3 below shall constitute an entire discharge of Dell's liability under the warranties given in this clause 9.1.

9.2 All warranties, conditions and other terms implied by law are to the fullest extent permitted by law, excluded from this Agreement.

9.3 Dell shall at its own discretion, repair or replace Dell-branded Products that do not comply with the warranties set out in clause 9.1 provided Dell is notified in writing of the alleged defect within 7 days of the time when Customer discovers or ought to have discovered the defect and in any event within the Warranty Period. If Dell elects to replace Dell-branded Products or parts pursuant to the warranties set out in clause 9.1, Dell shall deliver the replacement Products or parts to Customer at Dell's own expense at the address to which the defective Dell-branded Products were delivered and the legal, equitable and beneficial title to the defective Products or parts which are being replaced shall (if it has vested in Customer) re vest in Dell. Customer shall make any arrangements as may be reasonably necessary to deliver up to Dell the defective Products which are being replaced and Dell shall be entitled to charge Customer if such defective Product or parts are not returned on request.

9.4 Dell warrants that (1) the Services and Deliverables shall conform to the Service Documents and (2) the Services shall be performed with reasonable skill and care during the applicable service period.

9.5 Dell warrants that for a period of 90 days from the date of delivery Dell-branded Software will be capable of functioning in all material respects in accordance with the relevant specifications provided (1) Customer notifies Dell of any error or defects in the Software within 14 days of the time when Customer discovers or ought to have discovered the error or defect and (2) Customer provides Dell with documented examples of such error or defect. Dell provides no assurance or warranty that the Software will be free from minor errors. Dell's sole responsibility in respect of the warranty given in this clause 9.5 and Customer's sole remedy shall be the correction of any failure of the Dell-branded Software so that it functions in material respects in accordance with the relevant specifications.

9.6 Dell shall not be liable under the warranties given in this clause 9 in respect of:

9.6.1 any defect arising from fair wear and tear, wilful damage, negligence, abnormal working conditions, failure to follow Dell's instructions (whether oral or in writing), misuse or alteration, modification, adjustment or repair of the Products and/or Software without Dell's approval;

9.6.2 if the total Price for the Products and/or Software has not been paid by the due date for payment;

9.6.3 for any Products, Software, Deliverables parts, materials or equipment not manufactured or produced by Dell, in respect of which Customer shall only be entitled to the benefit of any such warranty or guarantee as is given by the manufacturer or supplier to Dell to the extent that they are assignable by Dell to Customer;

9.6.4 any Software, Deliverables and Products manufactured, produced or provided by Dell pursuant to the Agreement in accordance with any design, specification, instruction or recommendation made to Dell by Customer;

9.6.5 any type of defect, damage or wear specifically excluded by Dell by notice in writing; and/or

9.6.6 if Customer makes any further use of the Products and/or Software after giving notice pursuant to clause 9.3.

9.7 Dell does not warrant that the Products, Software, Deliverables or Services will function (1) with any specific configuration not provided by Dell or (2) to produce a specific result even if the configuration or result has been discussed with Dell.

10. Liability

10.1 Neither party excludes or limits liability to the other party for (1) death or personal injury resulting from negligence, (2) fraud or (3) fraudulent misrepresentation or (4) any other liability that cannot be excluded by law.



- 10.2 Neither party shall be liable for:
- 10.2.1 special, indirect or consequential loss or damages;
- 10.2.2 loss of profit, income or revenue;
- 10.2.3 loss of use of Customer's system(s) or networks;
- 10.2.4 loss of goodwill or reputation;
- 10.2.5 loss of, corruption of or damage to data or software; or
- 10.2.6 recovery of data or programs.
- 10.3 Dell's total liability to Customer howsoever arising out of or in connection with the Agreement whether for negligence or breach of contract or otherwise shall not exceed 125% of the Price payable by Customer under the Agreement for Products, Software, Deliverables and/or Services.

11. High Risk Activities

Customer acknowledges that the Products, Software, Deliverables and Services 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, life support machines, or any other application in which the failure of the Products, Software, Deliverables or Services could lead directly to death, personal injury, or severe physical or property damage ("High Risk Activities"). Dell expressly disclaims any express or implied warranty of fitness for High Risk Activities.

12. Confidentiality

Each party must treat all Confidential Information received from the other party as it would treat its own confidential information generally, but with no less than a reasonable degree of care.

13. Indemnities

- 13.1 Dell shall defend and indemnify Customer against any third-party claim or action that Dell-branded Products, Software, Deliverables or Services prepared or produced by Dell and delivered pursuant to this Agreement infringe or misappropriate that third party's Intellectual Property Rights enforceable in the country in which Dell delivers and the Customer is authorised to receive such Products, Software, or Services ("IPR Claim"). If Dell receives prompt notice of an IPR claim that, in Dell's reasonable opinion, is likely to result in an adverse ruling, then Dell shall at its option, (1) obtain a right for Customer to continue using such Products, Deliverables or Software or allow Dell to continue performing the Services; (2) modify such Products, Deliverables, Software, or Services to make them non-infringing; (3) replace such Products, Deliverables, Software, or Services with a non-infringing equivalent; or (4) refund any pre-paid fees for the allegedly infringing Services that have not been performed or provide a reasonable depreciated or pro rata refund for the allegedly infringing Product, Deliverable or Software.
- 13.2 Notwithstanding clause 13.1, Dell shall have no obligation under clause 13.1 for any IPR Claim arising from (1) modifications of Dell-branded Products, Deliverables, Software, or Services that were not performed by or on behalf of Dell; (2) the combination, operation, or use of such Products, Deliverables, Software, or Services in connection with a third party product, software, or service (the combination of which causes the claimed infringement); or (3) Dell's compliance with Customer's written specifications or directions, including the incorporation of any software or other materials or processes provided by or requested by Customer.
- 13.3 Clauses 13.1 and 13.2 set out Customer's sole and exclusive remedies for any IPR Claim.
- 13.4 Customer shall defend and indemnify Dell against any third party claim or action arising out of (1) Customer's failure to obtain any appropriate licence, Intellectual Property Rights, or other permissions, regulatory certifications, or approvals associated with technology or data provided by Customer, or (2) associated with software or other components directed or requested by Customer to be installed or integrated as part of the Products, Deliverables, Software or Services; (3) Customer's breach of Dell's proprietary rights as stated in this Agreement; or (4) any inaccurate representation regarding the existence of an export licence; or (5) any allegation made against Dell due to Customer's breach or alleged breach of applicable export laws, regulations, or orders.

14. Termination

- 14.1 Either party may (without prejudice to any other rights or remedies it may have against the other party) terminate this Agreement by notice in writing immediately if the other party:
- 14.1.1 commits a material breach of the Agreement and fails to remedy such breach within 30 days of written notice; or
- 14.1.2 ceases, or threatens to cease, to carry on business or, becomes insolvent.
- 14.2 Dell may terminate this Agreement with immediate written notice if Customer:
- 14.2.1 fails to pay undisputed sums properly due to Dell in accordance with the Agreement;
- 14.2.2 Customer breaches or Dell reasonably suspects Customer has breached export control laws;
- 14.2.3 Customer breaches any IPR obligations, warranties and indemnities set out in the Agreement.
- 14.3 On termination of this Agreement, all rights and obligations of the parties relating to the Products, Services and/or Software relevant to the specific Order Documents under the Agreement will automatically terminate except for rights of action accruing prior to its termination.
- 14.4 The following clauses shall survive termination of the Agreement and continue to bind the parties, their successors and assigns: 1 (Introduction); 2 (Definitions); 3.3 (Payment); 5 (Products); 6 (Services, Software & Deliverables); 7 (Services); 9 (Warranties); 10 (Liability); 11 (High Risk Disclaimer); 12 (Confidentiality); 13 (Indemnities); 14 (Termination); 15 (Force Majeure); 16 (Export Compliance); 17 (Data Privacy); 18 (WEEE Compliance); and 19 (General).

15. Force Majeure

Neither party shall be liable to the other for any failure to perform any of its obligations (except payment obligations) under this Agreement during any period in which such performance is delayed by any circumstances beyond a party's reasonable control including, without limitation, fire, flood, war, embargo, strike, riot, or the intervention of any governmental authority ("Force Majeure Event") provided that the delayed party shall provide the other party with prompt written notice of the Force Majeure Event. The delayed party's time for performance shall be excused for the duration of the Force Majeure Event, but if the Force Majeure Event lasts longer than 30 days, then the other party may immediately terminate, in whole or in part, this Agreement by giving written notice to the delayed party.

16. Export Compliance

- 16.1 Customer acknowledges that the Products, Deliverables, Software, and Services provided under this Agreement, (which may include technology and encryption), (1) are subject to U.S. and European customs and export control laws, (2) may be rendered or performed in countries outside the U.S. or Europe, or outside of the borders of the country in which Customer or Customer's Products are located, and (3) may also be subject to the customs and export laws and regulations of the country in which the Products, Deliverables, Software, or Services are rendered or received. Under these laws and regulations, Products, Deliverables, Software, and Services purchased under this Agreement may not be sold, leased or otherwise transferred to restricted end-users or to restricted countries. In addition, the Products, Deliverables, Software and Services may not be sold, leased or otherwise transferred to, or utilized by, an end-user engaged in activities related to weapons of mass destruction, including but not necessarily limited to, activities related to the design, development, production or use of nuclear materials, nuclear facilities, or nuclear weapons, missiles or support of missile projects, or chemical or biological weapons. Customer agrees to abide by those laws and regulations.
- 16.2 Customer represents that any software provided by it and used as part of the Products, Deliverables, Software, or Services contains no encryption or, to the extent that it contains encryption, such software is approved for export without a licence. If Customer cannot make the preceding representation, Customer agrees to provide Dell with all of the information needed for Dell to obtain export licences from the U.S. government or any other applicable national government and to provide Dell with such additional assistance as may be necessary to obtain such licenses. Notwithstanding the foregoing, Customer is solely responsible for obtaining any necessary licenses relating to the export of software. Dell also may require export certifications from Customer for Software.
- 16.3 Dell's acceptance of any order for Products, Deliverables, Software, or Services is contingent on the issuance of any applicable export license required by the U.S. Government or any other applicable national government. Dell shall not be liable for delays or failure to deliver Products, Deliverables, Software, or Services resulting from Customer's failure to obtain such licence or to provide such certification.
- 16.4 Customer agrees to indemnify, defend and hold Dell harmless from any third party claims, demands, or causes of action against Customer's breach or alleged breach of the applicable export laws

17. Data Privacy

- In this section 17, the terms "data controller", "data processor", "personal data" and "processing" shall be as defined in the European Directive 95/46/EC on the protection of individuals with regard to the processing of personal data and on the free movement of such data ("Directive") as amended or superseded from time to time.
- 17.1 To the extent Customer and Dell are data controllers for the purpose of any personal data processed under or in connection with this Agreement, each party shall comply with the provisions and obligations imposed by the Directive to the extent required by that legislation of each party. As data controller, Customer confirms that it has obtained all necessary authorisations for lawful processing, prior to passing personal data to Dell.
- 17.2 To the extent Dell processes personal data as a data processor for Customer under or in connection with this Agreement, Dell shall ensure appropriate protection is in place to safeguard such personal data. Dell shall use its reasonable efforts to assist Customer to comply with its obligations, as data controller, to respond to requests for access to Customer records made by individuals to whom the personal data relates, subject to the payment by Customer of Dell's reasonable professional charges for the time engaged by Dell staff in so doing.
- 17.3 Customer authorises Dell to collect, use, store and transfer the personal data Customer provides to Dell for the purpose of performing Dell's obligations under this Agreement and for any additional purposes described, pursuant to the Agreement.
- 17.4 Dell may, in the normal course of business, make worldwide transfers of personal data on its corporate systems, to other entities, agents or subcontractors in the same group of companies, or to other relevant business partners who may have incidental access to personal data. When making such transfers, Dell shall ensure appropriate protection is in place to safeguard personal data transferred under or in connection with this Agreement.



17.5 Dell shall not be liable for any claim brought by Customer or a data subject arising from any action or omission by Dell to the extent that such action or omission resulted from compliance by Dell with Customer's instructions.

18. WEEE Compliance

Dell takes responsibility for compliance with the Waste Electrical and Electronic Equipment Directive 2002/96/EC ("WEEE"), including without limitation: reporting of equipment placed on the market, payment of ECO-fees to the appropriate authority where required and take back of product at Dell provided collection facilities in accordance with WEEE as transposed in national legislation. Products deposited at collection facilities will be recycled by Dell in accordance with WEEE. Customer shall be responsible for returning products at its cost to Dell's designated collection facilities as per Dell's WEEE recycling programme - www.euro.dell.com/recycling.

19. General

19.1 Notices given under the Agreement must be in writing and shall be effective when delivered to the other party's legal officer at the address stated on Dell's invoice.

19.2 Neither party may assign or transfer this Agreement without the prior written consent of the other party except that (1) no consent is required by Dell to assign to its affiliated companies and (2) Dell may subcontract its obligations under the Agreement but shall remain liable and responsible to Customer for such obligations.

19.3 This Agreement constitutes the entire agreement between the parties and each party acknowledges that in entering into this Agreement it has not relied on, and shall have no right or remedy in respect of, any statement, representation, assurance or warranty (whether made negligently or innocently) other than as expressly set out in this Agreement. Nothing in the Agreement shall limit or exclude any liability for fraud or fraudulent misrepresentation.

19.4 Any changes to this Agreement or to any order placed pursuant to it shall not be valid or binding unless it is in writing and agreed by parties. If any provision of this Agreement should be found to be void or unenforceable, such provision will be struck out or modified to the extent necessary to comply with the law, and the remainder of this Agreement shall remain in full force and effect.

19.5 A waiver by either party of a breach of the Agreement or delay or failure to enforce a right under the Agreement shall not constitute a waiver of any subsequent breach of the Agreement.

19.6 A person who is not a party to the Agreement shall have no right under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of the Agreement.

19.7 The Agreement and any non contractual obligations shall be interpreted according to English law and the English courts shall have exclusive jurisdiction.

19.8 The parties agree that the United Nations Convention on Contracts for the International Sale of Goods 1980 (Vienna Convention) shall not apply to the Agreement.

