

**SMLOUVA O POSKYTOVÁNÍ SLUŽEB**  
**2010202521**

**Smluvní strany:**

**1. Ostravská univerzita**

se sídlem: Dvořákova 7, 701 03 Ostrava  
zastoupena: doc. Mgr. Petrem Kopeckým, Ph.D., rektorem  
IČ: 61988987  
DIČ: CZ61988987  
zřízena zákonem č. 314/1991 Sb., nezapisuje se do obchodního rejstříku  
bankovní spojení: ČNB Ostrava  
číslo účtu: 931761/0710  
(dále jen „**objednatel**“)

a

**2. AGORA Plus, a.s.**

se sídlem Řípská 1321/11c, 627 00 Brno  
zastoupena: Ing. Josefem Veškrnou, předsedou představenstva  
IČ: 25503910  
DIČ: CZ25503910  
zapsaná v obchodním rejstříku u Krajského soudu v Brně, oddíl B, vložka 2454  
bankovní spojení: ČSOB, a.s.  
číslo účtu: 277666358/0300  
(dále jen „**poskytovatel**“)  
uzavřely podle ust. § 1746 odst. 2 zákona č. 89/2012 Sb., občanský zákoník, v platném znění, níže  
uvedeného dne, měsíce a roku tuto smlouvu o poskytování služeb:

**Článek I.**  
**Předmět smlouvy**

1. Předmětem této smlouvy je závazek poskytovatele k poskytování služeb dle odst. 2) a 3) tohoto článku a závazek objednatele zaplatit poskytovateli sjednanou odměnu, a to za podmínek uvedených v této Smlouvě.
2. Poskytováním služeb se rozumí prodloužení podpory pro produkt [REDACTED] – hlavní pole) a [REDACTED] – expanzní police), po dobu plnění podle článku II. v rozsahu:

1x Prodloužení podpory pro Dell Storage [REDACTED]  
- 2Yr ProSupport and Next Business Day On-Site Service  
Na období: 12.11.2025 - 11.11.2027

- 2Yr ProSupport for Software, Data Progression License (Non-Essential)  
Na období: 12.11.2025 - 11.11.2027

1x Prodloužení podpory pro Dell Enclosure [REDACTED]  
-2Yr ProSupport and Next Business Day On-Site Service  
Na období: 30.12.2025 - 29.12.2027

3. Poskytované služby prodloužení podpory pro Dell storage a Dell Enclosure, dle čl. 1 odst. 2, je sjednáno v režimu ProSupport and Next Business Day On-Site Service.

Úroveň poskytované podpory zahrnuje:

- Zákazník kontaktuje společnost Dell EMC prostřednictvím telefonu nebo webového rozhraní v režimu 24x7 pro nahlášení problému se zařízením a poskytne informace pro počáteční posouzení závažnosti problému. Úroveň závažnosti určí společnost Dell EMC dle vlastního uvážení.
- Dell EMC poskytuje vzdálenou odezvu na základě úrovně závažnosti problému; nebo pokud to společnost Dell EMC považuje za nutné, reakce na místě, jak je popsáno níže.
- Společnost Dell EMC vyšle na místo instalace oprávněné pracovníky, aby problém řešili poté, co problém specifikuje a považuje reakci na místě za nezbytnou.
- Společnost Dell EMC poskytuje náhradní díly, pokud to považuje za nutné.
- Společnost Dell EMC poskytuje práva k novým verzím softwaru tak, jak je obecně zpřístupnila.
- Dell EMC provede instalaci nově vydaného softwaru.
- Některé produkty budou automaticky a nezávisle kontaktovat společnost Dell EMC, aby poskytly informace, které společnosti Dell EMC pomohou s určením problému.
- Dell EMC v případě potřeby vzdáleně přistupuje k produktům pro další diagnostiku a poskytování vzdálené podpory.
- Zákazníci, kteří se řádně zaregistrovali, mají nepřetržitý přístup k webovým znalostem a nástrojům svépomocné zákaznické podpory společnosti Dell EMC prostřednictvím webu online podpory Dell EMC.

Podrobné podmínky supportu výrobce jsou uvedeny v Příloze č. 1. Specifikace podpory.

Poskytovatel jako autorizovaný Dell Gold Partner zajistí zákazníkovi podporu produktů Dell v rozsahu stanoveném výrobcem. Poskytovatel nezodpovídá za plnění povinností výrobce Dell, avšak:

- a) zajistí aktivaci a registraci zakoupených servisních služeb Dell (např. ProSupport / ProSupport Plus);
- b) bude řádně hlásit a spravovat servisní incidenty jménem zákazníka;
- c) využije dostupné partnerské eskalační kanály Dell v případě, že incident není řešen v souladu s deklarovanými podmínkami výrobce;
- d) bude průběžně komunikovat se zákazníkem o stavu řešení;
- e) zajistí veškerou součinnost potřebnou pro uplatnění práv z vad a servisních služeb výrobce.

## Článek II.

AGORA plus, a.s.

Řípská 1364/11d | 627 00 Brno-Štěfňany | Česká republika | Tel.: +420 515 913 851 | Fax: +420 543 257 952 | Email: [storage@agoraplus.cz](mailto:storage@agoraplus.cz)

IČO: 25503910 | DIČ: CZ25503910 | Zapsána v obchodním rejstříku vedeném Krajským soudem v Brně v oddíle B, vložka 2454

Bankovní spojení: Československá obchodní banka, a. s. | Radlická 333/150 | 150 57 Praha 5 | Číslo účtu: 277666358/0300



1. Smluvní strany navzájem jsou si povinny poskytnout veškerou součinnost potřebnou k zajištění řádného poskytování služeb.
2. Osobou oprávněnou k jednání o realizaci služeb je za objednatele Ing. Tomáš Stodůlka, [tomas.stodulka@osu.cz](mailto:tomas.stodulka@osu.cz), tel. 553 461 123.
3. Osobou oprávněnou k jednání o realizaci služeb je za poskytovatele Jiří Vlček, [vlcek@agoraplus.cz](mailto:vlcek@agoraplus.cz)
4. Osobami oprávněnými k realizaci služby jsou techničtí pracovníci poskytovatele nebo zaměstnanci servisního oddělení provozovaného výrobcem zařízení.
5. Hlášení požadavků na servisní zásah je prováděno zaměstnancem objednatele elektronicky primárně na adresu <https://support.dell.com>, případně [support@agoraplus.cz](mailto:support@agoraplus.cz) nebo <https://helpdesk.agoraplus.cz>.
6. Oprávněné osoby dle tohoto čl. lze měnit na základě předchozího písemného oznámení bez nutnosti uzavírat dodatek.

### **Článek III. Cena za sjednané služby**

1. Objednatel se zavazuje za poskytování služeb zaplatit celkovou smluvní odměnu dle Nabídky uvedené v Příloze č. 2, ve výši:

|           |               |
|-----------|---------------|
| bez DPH   | 203 153,00 Kč |
| sazba DPH | 21 %          |
| DPH       | 42 662,13 Kč  |
| s DPH     | 245 815,00 Kč |

2. Smluvní odměnu uhradí objednatel bezhotovostně na účet uvedený v záhlaví této smlouvy.
3. Cena obsahuje veškeré náklady pro realizaci předmětu smlouvy včetně nákladů souvisejících. Cena za poskytování služeb je stanovena jako nejvýše přípustná.
4. Poskytovatel vystaví daňový doklad – fakturu ve lhůtě 14 dnů po uzavření této smlouvy. Splatnost faktury je 30 dní ode dne jejího doručení objednateli.
5. Daňový doklad – faktura musí obsahovat všechny náležitosti řádného daňového a účetního dokladu ve smyslu příslušných právních předpisů, zejména zákona č. 563/1991 Sb., o účetnictví, ve znění pozdějších předpisů, zákona č. 235/2004 Sb., o dani z přidané hodnoty, ve znění pozdějších předpisů. Daňový doklad nesplňující předepsané náležitosti bude objednatelem vrácen do dne splatnosti daňového dokladu k doplnění či opravě, aniž se tak dostane do prodlení se splatnosti. Lhůta splatnosti počíná běžet znova od opětovného doručení náležitě doplněné či opravené faktury objednatele.

### **Článek IV. Odstoupení od smlouvy**

1. Tato smlouva může být ukončena písemnou dohodou smluvních stran anebo odstoupením od smlouvy z důvodů stanovených v této smlouvě nebo v zákoně.
2. Od této smlouvy může smluvní strana odstoupit pro podstatné porušení smluvní povinnosti druhou smluvní stranou. Za podstatné porušení smluvní povinnosti se považuje zejména:
  - a) na straně objednatele nezaplacení ceny díla podle této smlouvy ve lhůtě delší než 30 dní po dni platnosti faktury,

b) na straně poskytovatele, jestliže nebudou poskytovány služby dle čl. I. této smlouvy rádně a v dohodnutém termínu,

c) dojde-li k významné změně podmínek podpory dle přílohy č. 1.

3. Odstoupení od této smlouvy musí být učiněno písemně. Účinky odstoupení od této smlouvy nastanou dnem, kdy bude písemné odstoupení smluvní strany odstupující doručeno druhé smluvní straně.

4. V případě odstoupení od smlouvy dle odst. 2 písm. b) tohoto článku je poskytovatel povinen vrátit objednateli alikvotní část smluvní odměny dle časového období, po které nebyly služby dle čl. I poskytovány.

## **Článek V. Ochrana informací**

1. Smluvní strany se vzájemně zavazují, že budou chránit a utajovat před třetími osobami chráněné informace, dokumenty a skutečnosti, tvořící obchodní tajemství, které byly vzájemně stranami poskytnuty v rámci tohoto obchodního případu. Obchodní tajemství tvoří konkurenčně významné, určitelné, ocenitelné a v příslušných obchodních kruzích běžně nedostupné skutečnosti, které souvisejí se závodem a jejichž vlastník zajišťuje ve svém zájmu odpovídajícím způsobem jejich utajení.

2. Všechny informace sdělené druhé smluvní straně a jejím zaměstnancům nebo informace o smluvní straně přístupné v souvislosti s uzavřením a plněním této smlouvy musí být druhou smluvní stranou drženy v tajnosti. Tato povinnost trvá i po ukončení smlouvy. Povinnost mlčenlivosti se nevztahuje na informace obecně známé nebo v obchodních kruzích běžně dostupné a dále na informace, které měla strana, již byla informace sdělena druhou smluvní stranou, ve svém držení již před tímto sdělením bez porušení závazku mlčenlivosti.

## **Článek VI. Smluvní pokuty a náhrada škody**

1. Poruší-li smluvní strana povinnost uvedenou v ustanovení čl. V. této smlouvy, je povinna zaplatit smluvní pokutu ve výši 5 000,- Kč za každé takové prokázané porušení.

2. V případě prodlení Poskytovatele s poskytnutím podpory podle této smlouvy a její přílohy, vzniká Objednateli nárok na smluvní pokutu ve výši 500,- Kč za každý den, kdy prodlení trvá.

3. Ujednáním o smluvní pokutě není dotčeno právo na náhradu škody způsobené porušením povinnosti, na kterou se smluvní pokuta vztahuje, a to ani v případě, že náhrada škody přesahuje smluvní pokutu.

4. Smluvní pokuta je splatná do 30 dnů od data, kdy byla povinné straně doručena písemná výzva k jejímu zaplacení ze strany oprávněné, a to na účet oprávněné strany uvedený v písemné výzvě.

## **Článek VII. Závěrečná ustanovení**

1. Smluvní strany se dohodly, že práva a povinnosti smluvních stran se řídí českým právním rádem, vyjma přílohy č. 1, která se může řídit zahraničním právem tam uvedeným. Příslušnými soudy pro jakékoliv spory vzniklé z této smlouvy (vč. přílohy), jsou příslušné české soudy.

2. Smlouvu lze měnit a doplňovat pouze písemně, a to vzestupně číslovanými dodatky. Poskytovatel je oprávněn měnit podmínky uvedené v Příloze č. 1, a to výlučně za předpokladu, že během trvání smlouvy nedojde ke snížení úrovně technické podpory oproti původně sjednaným podmínkám. O těchto změnách je poskytovatel povinen informovat objednatele písemně předem, a to min. 30 dnů.

Stránka 4

3. V případě rozporu či nejednoznačného výkladu Přílohy č. 1 v porovnání se zněním této smlouvy, bude směrodatné znění této smlouvy.

4. Smlouva je vyhotovena ve dvou stejnopisech, z nichž každá smluvní strana obdrží po jednom vyhotovení.

5. Objednatel je povinným subjektem dle zákona č. 340/2015 Sb., o registru smluv (dále jen "zákon o registru smluv"). Poskytovatel bere na vědomí a výslově souhlasí s tím, že tato smlouva, podléhá uveřejnění v Registru smluv (informační systém veřejné správy, jehož správcem je Ministerstvo vnitra). Objednatel se zavazuje, že provede uveřejnění této smlouvy dle příslušného zákona o registru smluv.

6. Tato smlouva nabývá platnosti dnem podpisu a účinnosti nejdříve dnem uveřejnění smlouvy v Registru smluv. O této skutečnosti je Objednatel povinen uvědomit Poskytovatele, a to formou zaslání výpisu z Registru smluv.

7. Smluvní strany prohlašují, že smlouva vyjadřuje jejich svobodnou, pravou, srozumitelnou a vážnou vůli, a na důkaz čehož k ní připojují své podpisy.

**Přílohy smlouvy, které jsou její nedílnou součástí:** příloha č. 1. Specifikace podpory, příloha č. 2 cenová nabídka č. 162600422

V Brně dne .....

V Ostravě dne .....

**Poskytovatel:**

**Objednatel:**

Ing. Josef  
Veškrna

Digitally signed by  
Ing. Josef Veškrna  
Date: 2025.11.25  
10:42:08 +01'00'

Ing. Josef Veškrna  
předseda představenstva

doc. Mgr. Petr  
Kopecký, Kopecký, Ph.D.  
Ph.D.

Digitálně podepsal  
doc. Mgr. Petr  
Kopecký, Kopecký, Ph.D.  
Datum: 2025.11.28  
12:47:17 +01'00'

doc. Mgr. Petr Kopecký, Ph.D., rektor

**Příloha č. 1. Specifikace podpory**

AGORA plus, a.s.

Řípská 1364/11d | 627 00 Brno-Štětina | Česká republika | Tel.: +420 515 913 851 | Fax: +420 543 257 952 | Email: [sforage@agoraplus.cz](mailto:sforage@agoraplus.cz)

IČO: 25503910 | DIČ: CZ25503910 | Zapsaná v obchodním rejstříku vedeném Krajským soudem v Brně v oddíle B, vložka 2454.

Bankovní spojení: Československá obchodní banka, a. s. | Radlická 333/150 | 150 57 Praha 5 | Číslo účtu: 277666358/0300

## ProSupport for Infrastructure

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### Introduction

Dell Technologies<sup>1</sup> is pleased to provide ProSupport for Infrastructure (the **“Service(s)” or “Support Services”**) in accordance with this Service Description (**“Service Description”**). Your quote, order form or other mutually-agreed upon form of invoice or order acknowledgment from Dell Technologies (the **“Order Form”**) will include the name(s) of the Product(s)<sup>2</sup>, applicable Service(s) and related option(s), if any. For additional assistance, or to request a copy of your governing agreement applicable to the Services (the **“Agreement”**), contact your Dell Technologies sales representative. For a copy of your agreement with your applicable Dell Technologies reseller, contact that reseller.

### The Scope of This Service

The features of this Service include:

- Access on a 24x7 basis (including holidays)<sup>3</sup> to the Dell Technologies Customer Service and Support organization for troubleshooting assistance of Products.
- On-site dispatch of a technician and/or delivery of replacement parts to the Installation Site or other Customer business location approved by Dell Technologies as detailed in the Agreement (as necessary and according to the support option purchased) to address a Product problem. See below for more details on severity levels and onsite service options.
- Replacement parts, spares, components when deemed necessary to resolve or prevent an issue
- ProSupport AIOps Platforms include APEX AIOps Infrastructure Observability , TechDirect and MyService 360, which are enabled via connectivity software, such as Secure Connect Gateway (SCG), and provide benefits not limited to the following:
  - Proactive issue detection and automated case creation
  - Predictive detection of hardware failures
  - Self-serve case creation
  - Self-serve part dispatch
  - Dell Security Advisories
  - APEX AIOps Infrastructure Observability Cybersecurity Assessment

Please review the table below for more details.

### How to Contact Dell Technologies if You Require Service

**Online, Chat, and Email Support:** Dell Technologies website, chat, and email support available for select products at [www.dell.com/contactus](http://www.dell.com/contactus).

**Telephone Support Requests:** Available on a 24x7 basis (including holidays). Availability may differ outside of the United States and is limited to commercially reasonable efforts unless otherwise specified in this document. Visit [www.dell.com/contactus](http://www.dell.com/contactus) for a list of applicable telephone numbers for your location.

The following chart lists the service features of ProSupport for Infrastructure provided under Dell Technologies' warranty and/or maintenance terms. ProSupport for Infrastructure is available to support and maintain:

1. Dell Technologies Equipment which is identified on the [Dell Technologies Product Warranty and Maintenance Table](#) and/or on your Order Form as:
  - including ProSupport for Infrastructure during the applicable warranty period; or

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

<sup>2</sup> As used in this document, “Dell Technologies Products”, “Products”, “Equipment” and “Software” means the Dell Technologies Equipment and Software identified on the [Dell Technologies Product Warranty and Maintenance Table](#) or on your Order Form, and “Third Party Products” is defined in your Agreement, or in the absence of such definition in your Agreement, in the [Dell Technologies Commercial Terms of Sale](#), or your local Dell Technologies terms of sale, as applicable. “You” and “Customer” refers to the entity named as the purchaser of these Services named in the Agreement. Server/Storage/Networking Software are not classified as Equipment.

<sup>3</sup> Availability varies by country. Contact your sales representative for more information.

- eligible for upgrade to ProSupport for Infrastructure during the applicable warranty period; or
- eligible for ProSupport for Infrastructure during a subsequent maintenance period.

Dell Technologies Software which is identified on the [Dell Technologies Product Warranty and Maintenance Table](#) and/or on your Order Form as eligible for ProSupport for Infrastructure during a maintenance period.

| SERVICE FEATURE                         | DESCRIPTION  | PROSUPPORT—COVERAGE DETAILS  |
|---|--|--|
| <b>GLOBAL<br/>TECHNICAL<br/>SUPPORT</b> | Customer contacts Dell Technologies by telephone or web interface on a 24x7 basis to report an Equipment or Software problem. Telephone contacts will be routed to a remote technical support contact to assist with their issue. Automated case creation is available when the AIOps platform has been set up via Secure Connect Gateway (SCG). | For Severity 1 issues customers receive Incident Manager coverage.   |
| <b>ONSITE<br/>RESPONSE</b>              | Dell Technologies sends authorized personnel to Installation Site to work on the problem after Dell Technologies has isolated the problem and deemed Onsite Response necessary.  | <p>Included for Equipment only.</p> <p>Initial Onsite Response objective is based on the option purchased by the Customer. The options available to the Customer are the following: either 1) a four-hour service response or 2) a service response during the next local business day, during normal business hours, after Dell Technologies deems Onsite Response is necessary.</p> <p><b><u>4-Hour On-site Response</u></b></p> <p>A technician typically arrives on-site within 4 hours after completion of troubleshooting and isolating the issue.</p> <ul style="list-style-type: none"> <li>• Available seven (7) days each week, twenty-four (24) hours each day, including holidays.</li> <li>• Available within defined four (4) hour response locations.</li> <li>• 4 Hour parts locations stock essential operational components, as determined by Dell Technologies. Non-essential parts may be shipped using overnight delivery.</li> </ul> <p><b><u>Next Business Day On-site Response</u></b></p> <p>Following troubleshooting and diagnosis, a technician will typically be dispatched to arrive on-site the next business day.</p> <ul style="list-style-type: none"> <li>• Calls received by Dell Technologies after local cut-off time as applicable at Customer site may require an additional business day for service technician to arrive at Customer's location.</li> <li>• Available only on select models of Products.</li> </ul> <p>Onsite Response does not apply to Software and may be separately purchased.</p> |

|  |  |   |
|--|--|---|
| <b>PROSUPORT<br/>AIOPS<br/>PLATFORMS</b> | <p>AIOps is artificial intelligence (AI) for IT operations. It refers to the strategic use of AI, machine learning (ML), and machine reasoning (MR) technologies that simplify and streamline processes and optimize the use of Customer's IT resources.</p> | <p>Included.</p>  |
|  |  | <p>ProSupport AIOps Platforms include APEX AIOps Infrastructure Observability TechDirect, and MyService 360, which are all enabled via connectivity software, such as secure connect gateway, and provide benefits not limited to the following:</p> <ul style="list-style-type: none"> <li>• Proactive issue detection and case creation</li> <li>• Predictive detection of hardware failures</li> <li>• Self-serve case creation</li> <li>• Self-serve part dispatch</li> <li>• Dell Security Advisories</li> <li>• APEX AIOps Infrastructure Observability</li> <li>• Cybersecurity Assessment</li> </ul>  |
|  |  | <p>APEX AIOps Infrastructure Observability-is a cloud-based AIOps application that provides for simple and proactive monitoring and troubleshooting of your Dell IT infrastructure. It leverages machine learning to proactively monitor and measure the overall health of servers, storage, converged, hyperconverged, data protection, and network devices through intelligent, comprehensive, and predictive analytics. Predictive analytics for capacity and performance of components, such as Solid State Drives and Memory, are enabled through use of APEX AIOps Infrastructure Observability. APEX AIOps Infrastructure Observability is available at no additional charge for products with a valid ProSupport (or higher) contract. APEX AIOps Infrastructure Observability is hosted on Dell Technologies Private Cloud, providing each customer an independent, secure portal and ensures that customers will only be able to see their own environment.</p> |

MyService360 provides 360 degree data visualizations and analytics across your datacenter, and an end-to-end services history for Dell Technologies products.

Key benefits include:

- Proactive display of real-time critical incidents and risks
- Clear, prescriptive recommendations for simplified action and planning
- Historical trends and data analytics
- Manage services health for data protection, storage and converged systems

**TechDirect allows customer self dispatch of parts.**

Secure Connect Gateway (SCG) is an enterprise monitoring technology that is delivered as an appliance and a stand-alone application. It monitors your devices and proactively detects hardware issues that may occur. Depending on your service contract, it also automates support request creation for issues that are detected on the monitored devices.

Please contact your Dell Technologies representative for covered products

|                          |  |
|--------------------------|--|
| <b>REPLACEMENT PARTS</b> | <p>Dell Technologies provides replacement parts when deemed necessary by Dell Technologies.</p> <p>Included. Replacement parts delivery objective is based on the option purchased by the Customer. The options available to the Customer are the following; either 1) a four-hour service response or 2) a service response during the next local business day, during normal business hours, after Dell Technologies deems that a replacement part delivery is necessary</p> <p>Four-hour parts locations stock essential operational components, as determined by Dell Technologies. Non-essential parts may be shipped using overnight delivery.</p> <p>Parts deemed non-critical include, but are not limited to: bezels, mechanical chassis, hard drive blanks, rail kits, cable management accessories. Parts that may be deemed critical are: motherboards, CPUs, select memory modules and hard disk drive that may impact array and production environment.</p> <p>Local country shipment cut-off times may impact the same day/next local business day delivery of non-critical replacement parts.</p> <p>Dell currently stocks parts in various locations throughout the world. Selected parts may not be stocked in the location closest to a customer's site. If a part that is needed to repair the supported Products is not available from a Dell facility near the Customer's location and must be transferred from another facility, it will be shipped using overnight delivery or as soon as is practical and commercially reasonable. Four (4) hour parts locations stock components of the system, as determined by Dell. In order to receive four (4) hour parts, Customer must be located within the coverage area determined by Dell. For more details on geographic limitations, see the Supplemental Terms and Conditions below. The parts delivery response times referenced above are only applicable for stocking parts in accordance with standard configurations. Stocking of service parts for new products or non-standard configurations may require thirty (30) days lead time.</p> <p>Installation of all replacement parts is performed by Dell Technologies as part of Onsite Response, but Customer has option to perform installation of Customer Replaceable Units (CRUs). See <a href="#">Dell Technologies Product Warranty and Maintenance Table</a> for listing of parts designated as CRUs for specific Equipment or contact Dell Technologies for more details.</p> <p>If Dell Technologies installs the replacement part, Dell Technologies will arrange for its return to a Dell Technologies facility. If Customer installs the CRU, Customer is responsible for returning the replaced CRU to a facility designated by Dell Technologies. Should a customer need assistance replacing a CRU, Dell Technologies may assist remotely and/or with a technician onsite to assist with replacement.</p> <p>If during diagnosis, the Dell Technician determines that a repair can be accomplished with a CRU-designated part or if Customer chooses to self-dispatch a CRU-designated part, Dell will ship the CRU-designated part directly to the Customer.</p> <p>If the Dell technician determines that the Supported Product is one that should be replaced as a whole unit, Dell Technologies reserves the right to send Customer a whole replacement unit. Whole unit replacements may not be stocked for same day response times and there may be extended lead times for arrival of a whole unit replacement at your location, depending on where you are located and the type of Product being replaced.</p> |
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| <b>PROACTIVE SOLID STATE DRIVE REPLACEMENT</b> | If, prior to reaching its Endurance Level, a solid state drive reaches the Endurance Level Threshold (as determined by Dell) or beyond, the Customer is eligible to receive a replacement solid state drive. "Endurance Level" means the average life span of an eligible SSD. "Endurance Level Threshold" is the point in the SSD's life span (as determined by Dell) at which the drive becomes eligible for replacement—for example, upon reaching 95% of the Endurance Level. Endurance Level Thresholds will vary. | Included for Storage and Hyperconverged/Converged Infrastructure Products.<br><br>Response objective is based on the applicable Replacement Parts Delivery and Onsite Response service features detailed above. Customer must activate and maintain the currently supported version(s) of remote IT support and monitoring software (implemented as a secure connect gateway), during the applicable term of support. Connectivity software enablement, as applicable, is a prerequisite for these additional renewal service features.<br><br>Pre-imaged drives are not eligible for Proactive Solid State Drive Replacement by Dell Technologies.   |
| <b>RIGHTS TO NEW RELEASES OF SOFTWARE</b>      | Dell Technologies provides the rights to new Software Releases as made generally available by Dell Technologies.  | Included.   |
| <b>INSTALLATION OF NEW SOFTWARE RELEASES</b>   | Dell Technologies performs the remote installation of new Software Releases.  | <p><b>Equipment Operating Environment (OE) Software</b></p> <p>Included with ProSupport 4-hour only on storage equipment when the associated embedded operating environment software being installed is covered by a Dell warranty or a current Dell maintenance contract. Equipment operating environment software is defined as user interface software programming and/or microcode needed to enable the Equipment administration, control, and perform its basic functions, and without which the equipment cannot operate.</p> <p>Customer is entitled to remote installation of the OE software updates with an activated and maintained supported version of secure connect gateway software.</p> <p>Please reference the <a href="#">Product Warranty Maintenance Table</a> for eligible products.</p> <p><b>Other Software (non-OE)</b></p> <p>Customer performs the installation of new Software Releases unless otherwise deemed necessary by Dell Technologies.</p> |
| <b>24X7 REMOTE MONITORING AND REPAIR</b>       | <p>Certain Products will automatically and independently contact Dell Technologies to provide input to assist Dell Technologies in problem determination.</p> <p>Dell Technologies remotely accesses Products if necessary for additional diagnostics and to provide remote support.</p>  | <p>Included for Products that have SCG, or other Dell enabled connectivity tools, for remote monitoring and technology available from Dell Technologies.</p> <p>See details about the SCG tool above in AIOps platform section.</p> <p>Once Dell Technologies is notified of a problem, the same response objectives for Global Technical Support and Onsite Response will apply as previously described.</p>   |

## \*SEVERITY LEVEL DEFINITIONS

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

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

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

## Exclusions

The following activities are not included in the scope of this Service Description:

- De-installation, re-installation or configuration of product(s), software or application(s)
- Removal of de-installed Product from the Customer's premises
- Operating environment Software troubleshooting above and beyond returning the Product to a working state (e.g. consulting, performance tuning, configuration, scripting or benchmarking are excluded)
- Services required due to failure to maintain software and Supported Product(s) at any specified minimum release level as set forth in the Reference Code Document.
- Services required due to failure of Customer to incorporate any system fix, repair, patch, or modification provided by Dell Technologies or due to failure of the Customer to take avoidance action previously advised by Dell Technologies, such as a communicated security advisory or critical fix update that a customer does not implement
- Services that, in the opinion of Dell Technologies, are required due to improper treatment or use of the products or equipment
- Customization of the Customer's server or storage device except as expressly stated in this Service Description
- Any recovery or transfer of data or applications
- Warranty service or support for non-Dell Technologies systems, software, or additional components
- Services that, in the opinion of Dell Technologies, are required due to unauthorized attempts by third-party personnel to install, repair, maintain, or modify hardware, firmware, or software
- Network printer installation or network file share mapping
- Server, storage, network or router configuration of any kind
- Network services, including attachment of a system to a network (other than an Ethernet LAN)
- Any activity not specifically set forth in this Service Description.

This Service Description does not confer on Customer any warranties which are in addition to the warranties provided under the terms of your master services agreement or Agreement, as applicable.

## COLLABORATIVE ASSISTANCE

If a Customer opens a service request and Dell Technologies determines that the problem arises with an eligible third-party vendor's products commonly utilized in conjunction with Products covered by a current Dell Technologies warranty or maintenance contract, Dell Technologies will endeavor to provide Collaborative Assistance under which Dell Technologies: (i) serves as a single point of contact until the problems are isolated; (ii) contacts the third-party vendor; (iii) provides problem documentation; and (iv) continues to monitor the problem and obtain status and resolution plans from the vendor (where reasonably possible).

To be eligible for Collaborative Assistance, Customer must have the appropriate active support agreements and entitlements directly with the respective third-party vendor and Dell Technologies or an authorized Dell Technologies reseller. Once isolated and reported, the third-party vendor is solely responsible for providing all support, technical and otherwise, in connection with resolution of the Customer's problem. **Dell Technologies IS NOT RESPONSIBLE FOR THE PERFORMANCE OF OTHER VENDORS' PRODUCTS OR SERVICES.** A list of Collaborative Assistance partners can be found on the Collaborative Assistance List. Please note that supported third-party products may change at any time without notice to Customers.

## DELL TECHNOLOGIES SYSTEM SOFTWARE SUPPORT

Dell Technologies Software support included within ProSupport for Infrastructure provides support for select Third Party Products, including select end-user applications, operating systems, hypervisors and firmware when such Third Party Products are 1) purchased from Dell Technologies, 2) purchased with Products, 3) currently installed and operating on Products at the time that support is requested, and 4) The Product is covered by an existing ProSupport for Infrastructure support and maintenance term of service.

Customer is solely responsible for correcting any problems with licenses and purchases of eligible software to be eligible to receive these Services at any time during the coverage period. A list of eligible software can be found on the [Comprehensive Software Support List](#). Please note that supported Third Party Products may change at any time without notice to Customers. Situations giving rise to Customer's questions must be reproducible on a single system, which may be physical or virtual. Customer understands and accepts that resolutions of certain issues giving rise to Customer's service request may not be available from the publisher of the relevant software title (including but not limited to, instances where the publisher is no longer providing support or maintenance on the relevant software title for any reason) or may require additional support from the publisher, including installation of additional software or other changes to Products, Customer accepts that in such situations where no resolution is available from the publisher of the relevant software title, Dell Technologies' obligation to provide support to the Customer will also be fully satisfied.

## Additional Terms and Conditions Applicable to End Users Purchasing Product(s) from an OEM

An "OEM" is a reseller who sells the Supported Products in a capacity as an original equipment manufacturer that is purchasing Dell Technologies Products and Services from the OEM Solutions (or its successor) business group for an OEM project. An OEM typically embeds or bundles such Dell Technologies Products in or with OEM Customer's proprietary hardware, software or other intellectual property, resulting in a specialized system or solution with industry or task-specific functionality (such system or solution an "OEM Solution") and resells such OEM Solution under OEM's own brand. With respect to OEMs, the term "Supported Products" includes Dell Technologies Supported Products that are provided without Dell Technologies branding (i.e. unbranded OEM-ready system), and "End-User" means you, or any entity purchasing an OEM Solution for its own end-use and not for reselling, distributing or sub-licensing to others. It is OEM's responsibility to provide first level troubleshooting to the End User. An appropriate best-effort initial diagnosis should be performed by OEM before the call goes to Dell Technologies. This OEM maintains responsibility for providing the initial troubleshooting even when its End User engages Dell Technologies to request service, and if an End User contacts Dell Technologies for service without contacting their OEM, Dell Technologies will ask the End User to contact their OEM to receive first level troubleshooting before contacting Dell Technologies.

## Dell Technologies ProSupport for Infrastructure on Non-Standard Parts in Custom Server Products

The repairs and exchanges of non-standard or unique parts ("Non-Standard Component Support Services") are a value-added exchange service complementing Customer's PowerEdge Product warranty that covers standard Dell Technologies components in a standard configuration, and that require replacement due to defects in workmanship or materials ("Warranty Repairs"). Dell Technologies branded firmware/software for "Non-Standard Components" is NOT available, and the Customer must use manufacturer provided utilities to monitor and/or update the component. The Customer will also work with the manufacturer directly to resolve any quality issues related to software/firmware, utilities, and hardware. Dell Technologies will provide Non-Standard Support Services to replace non-standard or unique parts that Customer forecasted and guaranteed to be available as set forth above, and once Customer has made corresponding arrangements to assist Dell Technologies in placing any orders for service stock in order to facilitate repair activity. Provided Customer has accurately forecasted stocking needs, Dell Technologies will exchange the part that exhibits a defect according to the Customer's applicable response time for Warranty Repairs and install the replacement part in the Customer's Product, but Customer acknowledges and agrees that Dell Technologies is not liable to Customer to ensure part availability. Same day (e.g. 4 hour) parts and field response may not be available for "non-standard" component replacement, and Dell Technologies will default to Next Business Day Service in these cases. Replacement parts may be new or refurbished as permitted by local law, and fulfillment of Non-Standard Component Support Services repairs and exchanges may require Dell Technologies to utilize a third party manufacturer/third party publisher's warranty and/or maintenance services, and Customer agrees to assist Dell Technologies and provide any materials requested by any third party manufacturer or third party publisher to facilitate utilization of the corresponding third party warranty and/or maintenance services.

Dell Technologies' engineering testing of the resulting configuration pursuant to a separate statement of work (SOW) e.g., testing done after installation of the non-standard or unique parts for a configuration that uses software requested by Customer is a point in time activity to be done once rather than on a continuous basis, and the Non-Standard Component Support Services are available only on the specific configuration as defined by Customer and tested by Dell Technologies. Dell Technologies will communicate the exact hardware configuration tested including firmware levels. Once engineering testing is complete Dell Technologies will provide the results via reports with indication of Pass/Fail. Dell Technologies will use commercially reasonable efforts to support recognition and operation of the non-standard component on the Dell Technologies Product, however modification of Dell Technologies standard utilities (including BIOS, iDRAC, and connectivity software) will not be supported. Customer will be responsible for working with the manufacturer directly to resolve any non-standard component issues which arise during engineering testing (including quality issues, software, firmware, or hardware specifications/limitations). Additional Dell Technologies engineering testing after Customer has received a report with an indication of PASS will require a new SOW and associated non-recurring engineering fees, including any

engineering testing requested in connection with a repair or replacement of any component of the configuration during the warranty term of the Customer's Equipment.

## General Customer Responsibilities

**Authority to Grant Access.** Customer represents and warrants that it has obtained permission for both Customer and Dell Technologies to access and use, whether remotely or in-person, Customer-owned or licensed software, hardware, systems, the data located thereon, and all hardware and software components included therein, for the purpose of providing these Services. If Customer does not already have that permission, it is Customer's responsibility to obtain it, at Customer's expense, before Customer asks Dell Technologies to perform these Services.

**Non-solicitation.** Where allowed by law, Customer will not, without Dell Technologies' prior written consent, for a period of two years from the date listed on your Order Form, directly or indirectly solicit for employment any Dell Technologies employee with whom you have come in contact in connection with Dell Technologies' performance of the Service; provided, however, that general advertisements and other similarly broad forms of solicitation will not constitute direct or indirect solicitation hereunder and you are permitted to solicit for employment any employee that has been terminated or has resigned his or her employment with Dell Technologies prior to the commencement of employment discussions with you.

**Customer Cooperation.** Customer understands that without prompt and adequate cooperation, Dell Technologies will not be able to perform the Service or, if performed, the Service may be materially altered or delayed. Accordingly, Customer will promptly and reasonably provide Dell Technologies with all cooperation necessary for Dell Technologies to perform the Service. If Customer does not provide reasonably adequate cooperation in accordance with the foregoing, Dell Technologies will not be responsible for any failure to perform the Service and Customer will not be entitled to a refund.

**On-site Obligations.** Where Services require on-site performance, Customer will provide (at no cost to Dell Technologies) free, safe and sufficient access to Customer's facilities and environment, including ample working space, electricity, safety equipment (if applicable) and a local telephone line. A monitor or display, a mouse (or pointing device), and a keyboard must also be provided (at no cost to Dell Technologies), if the system does not already include these items.

**Data Backup.** Customer will complete a backup of all existing data, software and programs on all affected systems prior to and during the delivery of this Service. Customer should make regular backup copies of the data stored on all affected systems as a precaution against possible failures, alterations, or loss of data. Dell Technologies will not be responsible for the restoration or reinstallation of any programs or data. Unless prohibited by applicable local laws, Dell Technologies will have no data loss liability for:

1. Any of your confidential, proprietary or personal information;
2. Lost or corrupted data, programs or software;
3. Damaged or lost removable media;
4. The loss of use of a system or network; and/or
5. For any acts or omissions, including negligence, by Dell Technologies or a third-party service provider.

**Third Party Warranties.** These Services may require Dell Technologies to access hardware or software that is not manufactured or sold by Dell Technologies. Some manufacturers' warranties may become void if Dell Technologies or anyone else other than the manufacturer works on the hardware or software. Customer will ensure that Dell Technologies' performance of Services will not affect such warranties or, if it does, that the effect will be acceptable to Customer. Dell Technologies does not take responsibility for third party warranties or for any effect that the Services may have on those warranties.

**Maintain Software and Services Releases.** Customer must maintain software and Supported Product(s) at Dell Technologies specified minimum release levels as specified on the Reference Code Document.

Customer must also ensure installation of minimum software or firmware release levels on replacement parts, patches, software updates or subsequent releases as directed by Dell to keep the Supported Product(s) eligible for this Service. Dell Technologies reserves the right, in its sole discretion, to deny support for any software and Supported Product(s) that does not meet Dell Technologies specified minimum release levels as specified on the Reference Code Document.

## Services Terms & Conditions

This Service Description is entered between you, the customer ("you" or "Customer"), and Dell Technologies. This Service is provided subject to and governed by Customer's Agreement with Dell Technologies.

Products or Services obtained from any Dell Technologies reseller are governed solely by the agreement between the purchaser and the reseller. That agreement may provide terms that are the same as the terms in this document or in the online terms below. The reseller may make arrangements with Dell Technologies to perform warranty and/or maintenance services for the purchaser on behalf of the reseller. Customers and resellers who perform warranty and/or maintenance services or professional services must be properly trained and certified. Performance of any Services by untrained/uncertified Customers, resellers or third parties may result in additional fees if support from Dell Technologies is required in response to such third parties' performance of services. Please contact the reseller or the local Dell Technologies sales representative for additional information on Dell Technologies performance of warranty and maintenance services on Products obtained from a reseller.

In the absence of an agreement explicitly authorizing this Service, depending on Customer's location, this Service is provided subject to and governed by either Dell's Commercial Terms of Sale or the reseller agreement referenced in the table below. Please see the table below which lists the URL applicable to your Customer location where your agreement can be located. The parties acknowledge having read and agree to be bound by such online terms.

| - Customer Location                   | - Terms & Conditions Applicable to Your Purchase of the Services   |  |
|---------------------------------------|--|--|
|                                       | - Customers Purchasing Services Directly   | - Customers Purchasing Services Through an Authorized Reseller   |
| - United States                       | - <a href="https://www.dell.com/CTS">Dell.com/CTS</a>  | - <a href="https://www.dell.com/CTS">Dell.com/CTS</a>  |
| - Canada                              | - <a href="https://www.dell.ca/terms">Dell.ca/terms</a> (English)<br><a href="https://www.dell.ca/conditions">Dell.ca/conditions</a> (French-Canadian)               | - <a href="https://www.dell.ca/terms">Dell.ca/terms</a> (English)<br><a href="https://www.dell.ca/conditions">Dell.ca/conditions</a> (French-Canadian)   |
| - Latin America & Caribbean Countries | Local <a href="https://www.dell.com">Dell.com</a> country-specific website or <a href="https://www.dell.com/servicedescriptions">Dell.com/servicedescriptions</a> .* | Service Descriptions and other Dell Technologies service documents which you may receive from your seller shall not constitute an agreement between you and Dell Technologies but shall serve only to describe the content of Service you are purchasing from your seller, your obligations as a recipient of the Service and the boundaries and limitations of such Service. As a consequence hereof any reference to "Customer" in this Service Description and in any other Dell Technologies service document shall in this context be understood as a reference to you whereas any reference to the Dell Technologies shall only be understood as a reference to a Dell Technologies as a service provider providing the Service on behalf of your seller. You will not have a direct contractual relationship with the Dell Technologies with regards to the Service described herein. For the avoidance of doubt any payment terms or other contractual terms which are by their nature solely relevant between a buyer and a seller directly shall not be applicable to you and will be as agreed between you and your seller.     |
| - Asia-Pacific-Japan                  | Local <a href="https://www.dell.com">Dell.com</a> country-specific website or <a href="https://www.dell.com/servicedescriptions">Dell.com/servicedescriptions</a> .* | Service Descriptions and other Dell Technologies service documents which you may receive from your seller shall not constitute an agreement between you and the Dell Technologies but shall serve only to describe the content of Service you are purchasing from your seller, your obligations as a recipient of the Service and the boundaries and limitations of such Service. As a consequence hereof any reference to "Customer" in this Service Description and in any other Dell Technologies service document shall in this context be understood as a reference to you whereas any reference to the Dell Technologies shall only be understood as a reference to a Dell Technologies as a service provider providing the Service on behalf of your seller. You will not have a direct contractual relationship with the Dell Technologies with regards to the Service described herein. For the avoidance of doubt any payment terms or other contractual terms which are by their nature solely relevant between a buyer and a seller directly shall not be applicable to you and will be as agreed between you and your seller. |

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| <ul style="list-style-type: none"> <li>- Europe, Middle East, &amp; Africa</li> </ul> | <ul style="list-style-type: none"> <li>- Local <a href="#">Dell.com</a> country-specific website or <a href="#">Dell.com/servicedescriptions</a>.*</li> </ul> <p>In addition, customers located in France, Germany and the UK can select the applicable URL below:</p> <p>France: <a href="#">Dell.fr/ConditionsGeneralesdeVente</a></p> <p>Germany: <a href="#">Dell.de/AGB</a></p> <ul style="list-style-type: none"> <li>- UK: <a href="#">Dell.co.uk/terms</a></li> </ul> | <p>Service Descriptions and other Dell Technologies service documents which you may receive from your seller shall not constitute an agreement between you and the Dell Technologies but shall serve only to describe the content of Service you are purchasing from your seller, your obligations as a recipient of the Service and the boundaries and limitations of such Service. As a consequence hereof any reference to "Customer" in this Service Description and in any other Dell Technologies service document shall in this context be understood as a reference to you whereas any reference to the Dell Technologies shall only be understood as a reference to a Dell Technologies as a service provider providing the Service on behalf of your seller. You will not have a direct contractual relationship with the Dell Technologies with regards to the Service described herein. For the avoidance of doubt any payment terms or other contractual terms which are by their nature solely relevant between a buyer and a seller directly shall not be applicable to you and will be as agreed between you and your seller.</p> |
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\* Customers may access their local [Dell.com](#) website by simply accessing [Dell.com](#) from a computer connected to the Internet within their locality or by choosing among the options at Dell's "Choose a Region/Country" website available at [Dell.com/content/public/choosecountry.aspx?c=us&l=en&s=gen](#).

Customer further agrees that by renewing, modifying, extending or continuing to utilize the Service beyond the initial term, the Service will be subject to the then-current Service Description available for review at [Dell.com/servicedescriptions](#).

By placing your order for the Services, receiving delivery of the Services, utilizing the Services or associated software or by clicking/checking the "I Agree" button or box or similar on the Dell.com or DellEMC.com website in connection with your purchase or within a Dell Technologies software or Internet interface, you agree to be bound by this Service Description and the agreements incorporated by reference herein. If you are entering this Service Description on behalf of a company or other legal entity, you represent that you have authority to bind such entity to this Service Description, in which case "you" or "Customer" shall refer to such entity. In addition to receiving this Service Description, Customers in certain countries may also be required to execute a signed Order Form.

## Supplemental Terms & Conditions

1. **Term of Service.** This Service Description commences on the date listed on your Order Form and continues through the term ("Term") indicated on the Order Form. As applicable, the number of systems, licenses, installations, deployments, managed endpoints or end-users for which Customer has purchased any one or more Services, the rate or price, and the applicable Term for each Service is indicated on Customer's Order Form. Unless otherwise agreed in writing between Dell Technologies and Customer, purchases of Services under this Service Description must be solely for Customer's own internal use and not for resale or service bureau purposes.
2. **Important Additional Information**
  - a) **Rescheduling.** Once this Service has been scheduled, any changes to the schedule must occur at least 8 calendar days prior to the scheduled date. If Customer reschedules this service within 7 days or less prior to the scheduled date, there will be a rescheduling fee not to exceed 25% of the price for the Services. Any rescheduling of the Service will be confirmed by Customer at least 8 days prior to commencement of the Service.
  - b) **Payment for Hardware Purchased with Services.** Unless otherwise agreed to in writing, payment for hardware shall in no case be contingent upon performance or delivery of Services purchased with such hardware.
  - c) **Limits to Scope of Service.** Dell may refuse to provide Service if, in its opinion, providing the Service creates an unreasonable risk to Dell or Dell's Service providers or if any requested service is beyond the scope of Service. Dell is not liable for any failure or delay in performance due to any cause beyond its control, including but not limited to Customer's failure to comply with its obligations under this Service Description.
  - d) **Service Scope Changes.** Unless otherwise agreed in writing with Customer, Dell Technologies reserves the right to change the scope of Services upon sixty (60) days' prior written notice to Customer. Other than changes caused by publishers and manufacturers of Third Party Products, the Customer will be notified of any change in the scope of Support Services in the manner stated in the then current Agreement between Dell Technologies and the Customer.
  - e) **Privacy.** Dell Technologies will treat any personal information collected under this Service Description in accordance with the applicable jurisdiction's Dell Technologies Privacy Statement, all of which are available at <http://www.dell.com/localprivacy> and each of which is hereby incorporated by reference.

- f) **Optional Services.** Optional Services (including point-of-need support, installation, consulting, managed, professional, support or training services) may be available for purchase from Dell Technologies and will vary by Customer location. Optional Services may require a separate agreement with Dell Technologies. In the absence of such agreement, optional Services are provided pursuant to this Service Description.
- g) **Assignment and Subcontracting.** Dell Technologies may subcontract this Service and/or assign this Service Description to qualified third party service providers who will perform the Service on Dell Technologies' behalf.
- h) **Cancellation.** Dell Technologies may cancel this Service at any time during the Term for any of the following reasons:
  - a. Customer fails to pay the partial or total price for this Service in accordance with the invoice terms;
  - b. Customer is abusive, threatening, or refuses to cooperate with the assisting analyst or on-site technician
  - c. Customer fails to abide by all of the Terms and Conditions set forth in this Service Description;
  - d. Customer requests replacement of components that materially exceed the standard failure rates for the component and system involved, which failure rates are constantly monitored. Please reference exclusion section above.

If Dell Technologies cancels this Service pursuant to this paragraph, Dell Technologies will send Customer written notice of cancellation at the address indicated on Customer's invoice. The notice will include the reason for cancellation and the effective date of cancellation, which will be not less than ten (10) days from the date Dell Technologies sends notice of cancellation to Customer, unless local law requires other cancellation provisions that may not be varied by agreement. If Dell Technologies cancels this pursuant to this paragraph, Customer shall not be entitled to any refund of fees paid or due to Dell Technologies.

i) **Geographic Limitations and Relocation.**

- 1. Dell Technologies may not be able to provide 4 hour On-site and replacement parts Support Services with respect to Equipment that is outside the Dell Technologies Service Area. "Dell Technologies Service Area" means a location that is within (i) one hundred (100) drivable miles or one hundred sixty (160) drivable kilometers of a Dell Technologies service location; and (ii) the same country as the Dell Technologies service location, unless otherwise defined in your governing agreement with Dell Technologies, in which case the definition in the governing agreement prevails. For EMEA Customers, unless stated otherwise in this Service Description or the Agreement, on-site service is available within a distance of up to 150 kilometers from nearest Dell Technologies Logistics location (PUDO or Pick-Up/Drop-Off location). Please contact your sales representative for more information about availability of on-site service in EMEA based upon Dell Technologies service locations prior to purchase.
- 2. This Service is not available at all locations. If your Product is not located in the geographic location that matches the location reflected in Dell Technologies's service records for your Product, or if configuration details have been changed and not reported back to Dell Technologies, then Dell Technologies must first re-qualify your Product for the support entitlement you purchased before applicable response times for the Product can be reinstated. Service options, including service levels, technical support hours, and on-site response times will vary by geography and configuration, and certain options may not be available for purchase in Customer's location, so please contact your sales representative for these details. Dell Technologies obligation to supply the Services to relocated Products is subject to various factors, including without limitations, local Service availability, additional fees, and inspection and recertification of the relocated Products at Dell Technologies then-current time and materials consulting rates. Unless otherwise agreed between Dell Technologies and Customer, in cases where service parts are shipped directly to Customer, the Customer must be able to accept shipment at the location of the Products to be serviced. Dell Technologies will not be held liable for support delays due to the Customer's failure or refusal to accept shipment of parts. Multi-component storage systems require active support option agreements on all hardware and software components of the system in order to receive all of the benefits of the support agreement for the entire solution. Unless otherwise agreed in writing with Customer, Dell Technologies reserves the right to change the scope of Support Services on sixty (60) days' prior written notice to Customer.
- j) **Order of Precedence.** Unless otherwise agreed in an agreement in writing by the parties, if there is a conflict between the terms of any of the documents that comprise this Agreement, the documents will prevail in the following order: (i) this Service Description; (ii) the Agreement. Prevailing terms will be construed as narrowly as possible to resolve the conflict while preserving as much of the non-conflicting terms as possible, including preserving non-conflicting provisions within the same paragraph, section or sub-section.

## CONTACT US

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

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Dell Technologies believes the information in this document is accurate as of its publication date. The information is subject to change without notice.

Rev. January 9, 2024

Příloha č. 2 cenová nabídka č. 162600422



NABÍDKA číslo 162600422

Variabilní symbol: 162600422

(Strana: 1/1)



DODAVATEL:

**AGORA plus, a.s.**

Řípská 1321/11, 62700 Brno - Slatina  
IČ: 25503910, DIČ: CZ25503910  
+420515913852, @ storage@agoraplus.cz  
Sídlo: AGORA plus, a.s., Řípská 1321/11, 62700 Brno - Slatina  
Registrace: OR: Krajský soud v Brně, oddíl B, vložka 2454

**III ČSOB CZK**

Účet: 277666358/0300

IBAN: CZ60 0300 0000 0002 7766 6358

SWIFT: CEKOCZPP

Zákazníkovo označení: Support Dell [REDACTED] 2roky  
Objednáno: E-mailem  
Doprava: Jiná  
Datum vystavení: 26.09.2025  
Vytvořil: Daniela Ševčíková

ODBERATEL: (10783)

**Ostravská univerzita**

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Registrace: RZ: Magistrát města Ostravy, registrace č. 380701

| Kód   | Název produktu                              | Počet MJ | Cena/MJ    | DPH% | Základ     | DPH       | Celkem     |
|---|---|----------|------------|------|------------|-----------|------------|
| S1  | Prodložení supportu Dell Storage [REDACTED] | 1 ks     | 129 836,00 | 21%  | 129 836,00 | 27 265,56 | 157 101,56 |
| <b>Dell Storage [REDACTED]</b>  |   |          |            |      |            |           |            |
| 2Yr ProSupport and Next Business Day On-Site Service                  |   |          |            |      |            |           |            |
| 2Yr ProSupport for Software, Data Progression Licence (Non-Essential) |   |          |            |      |            |           |            |
| Na období: 12.11.2025 - 11.11.2027                                    |   |          |            |      |            |           |            |
| S1  | Prodložení supportu Dell Storage [REDACTED] | 1 ks     | 73 317,00  | 21%  | 73 317,00  | 15 396,57 | 88 713,57  |
| <b>Dell Storage [REDACTED]</b>  |   |          |            |      |            |           |            |
| 2Yr ProSupport and Next Business Day On-Site Service                  |   |          |            |      |            |           |            |
| Na období: 30.12.2025 - 29.12.2027                                    |   |          |            |      |            |           |            |

**Celková hodnota nabídky: 203 153,00 Kč  
s DPH: 245 815,00 Kč**

**V celkové sumě jsou zahrnutý následující příspěvky:**

Recyklační příspěvek: 0,00 Kč (0,00 Kč s DPH)  
Autorský příspěvek: 0,00 Kč (0,00 Kč s DPH)  
Příspěvky celkem: 0,00 Kč (0,00 Kč s DPH)

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**agora**