



Dell TechDirect - Public API License Agreement

The Solution for on-premise and SaaS based systems management applications for accessing Dell maintained asset information and/or support management information.

The Dell TechDirect Public Application Programming Interface (“API”) documented herein is the official programmatic method to access Dell systems for managing Dell maintained asset information, submitting warranty services technical support requests and parts self-dispatch requests. The APIs and their use to access Dell systems is collectively defined as the “Service”. All other means of collecting information from Dell’s support web site or tools is prohibited.

The APIs enable the user to embed requests to use the available services from their on-premise and SaaS application console solutions. Web Service calls are provided for users to access information related to:

TechDirect - Technical Support Requests API – support case information

- Case Create – Create a new technical support request for a Dell service tag in Dell’s ticketing system.
- Case Append - Append updates to an open technical support request
- Case Status – Submit request to retrieve current status of a technical support request.

TechDirect - Self-Dispatch Support Request API

- Create Self Dispatch Support Request – Create a new request to dispatch failed hardware components on a service tag that is under warranty.
- Query Self Dispatch Support Request status – Retrieve the current status of an open self -dispatch support request.
- Resubmit Dispatch Work Order – Resubmit a dispatch request with more detailed information

TechDirect - Warranty Management API

Including, but not limited to, the following:

- Service Level Code
- Service Level Description
- Service Provider
- Start Date
- End Date

Original system configuration - including, but not limited to, the following:

- Location
- System Type and Dell “line of business” brand (e.g., PowerEdge, Latitude)
- System Type Model (e.g., T710, R910, E6520)
- Specific system Hardware parts, details and Piece-Part ID
- System Ship Date

API LICENSE TERMS AND ACCEPTABLE USE

Last updated: 17 August 2016

1. Your relationship with Dell

This Dell TechDirect Public API is being provided to you pursuant to the terms contained herein entered among you and Dell Products L.P. ("Dell") and the terms of your separate signed master service agreement between you and Dell that explicitly authorizes the sale of this Service, or in the absence of such agreement, the Dell's terms of sale applicable to commercial customers, which are available at: dell.com/Terms, and hereby incorporated by reference (collectively, the "Terms"). In the event of a conflict between these documents, the terms of these documents will be interpreted in the following order of precedence: (1) this API License Terms and Applicable Use, (2) the Customer's separate signed master service agreement between Customer and Dell or Dell's terms of sale applicable to commercial customers, (3) TechDirect portal Terms and Condition. You may not transfer, sublicense or distribute this Dell Support Services Public API to a third-party. If you do not agree to these terms do not use this Dell Support Services Public API.

2. Provision of Service

2.1 Limits on Your Use of the Service. You acknowledge and agree that Dell may impose or adjust the limit on the number of transactions you may send or receive through the Service; such fixed upper limits may be set by Dell at any time, at Dell's discretion.

2.2 Changes to the Service: Termination of the Service.

- (a) Dell may modify the Software or Services, at any time, with or without prior notice to you. You agree that Dell shall not be liable to you or any third party for any modification of the Software or Services. It may be necessary for Dell to perform scheduled or unscheduled repairs or maintenance which may temporarily degrade the quality of the Services or result in a partial or complete outage of the Software. Dell provides no assurance that you will receive advance notification of such activities or that the Software or Services will be uninterrupted or error-free. Unless otherwise agreed to in writing between you and Dell, any degradation or interruption in the Software or Services shall not give rise to a refund or credit of any fees paid by you.

YOU AGREE THAT THE OPERATION AND AVAILABILITY OF THE SYSTEMS USED FOR ACCESSING AND INTERACTING WITH THE SOFTWARE, INCLUDING COMMUNICATION BY PUBLIC ELECTRONIC COMMUNICATIONS NETWORKS, PRIVATE COMPUTER NETWORKS, AND BY OTHER PUBLIC ELECTRONIC COMMUNICATIONS SERVICE PROVIDERS' NETWORKS, OR TO TRANSMIT INFORMATION, WHETHER OR NOT SUPPLIED BY YOU OR DELL, CAN BE UNPREDICTABLE AND MAY, FROM TIME TO TIME, INTERFERE WITH OR PREVENT ACCESS TO OR USE OR OPERATION OF THE SOFTWARE. DELL SHALL NOT BE LIABLE FOR ANY SUCH INTERFERENCE WITH OR PREVENTION OF YOUR ACCESS TO OR USE OF THE SOFTWARE.

If Dell in its discretion chooses to cease providing the current version of the Service whether through discontinuation of the Service or by upgrading the Service to a newer version, the current version of the Service will be deprecated and become the "Deprecated Version" of the Service. During the Deprecation Period, no new features will be added to the Deprecated Version of the Service.

- (b) Dell reserves the right in its discretion to cease providing all or any part of the Deprecated Version of the Service immediately without any notice if:
 - (i) you have breached any provision of the Terms (or have acted in manner that clearly shows that you do not intend to, or are unable to comply with the provisions of the Terms); or
 - (ii) Dell is required to do so by law (for example, due to a change to the law governing the provision of the Deprecated Version of the Service); or
 - (iii) the Deprecated Version of the Service relies on data or services provided by a third party partner and the relationship with such partner (x) has expired or been terminated or (y) requires Dell to change the way Dell provides the data or services through the Deprecated Version of the Service; or
 - (iv) providing the Deprecated Version of the Service could create a substantial economic burden as determined by Dell in its reasonable good faith judgment; or
 - (v) providing the Deprecated Version of the Service could create a security risk or material technical burden as determined by Dell in its reasonable good faith judgment.

3. Your Dell Account

- 3.1 Signing Up for a Dell Account. In order to access many of the Services, the end user must have a Dell MyAccount or Dell Premier MyAccount as well as a Dell TechDirect account
- 3.2 Account Key. Dell customers are issued an alphanumeric key assigned by Dell. Your API (your “TechDirect API Implementation”) must import the Dell TechDirect APIs using this key as described in the TechDirect APIs Documentation, and Dell will block requests with an invalid key or invalid URL. You may only obtain and use a key in accordance with these Terms and the TechDirect APIs Documentation. You must obtain a unique key for each of your applications.
- 3.3 TechDirect Account. In order to access API Services, the end user must have a TechDirect account. For the Self Dispatch API, the end user must have completed enrollment in the Self Dispatch function (includes approval of the TechDirect Self Dispatch Terms and Conditions. The end user must also complete the required online training to initiate self-dispatch requests.

4. Dell's Proprietary Rights

You acknowledge and agree that Dell (or Dell's licensors and their suppliers, as applicable) owns all legal right, title and interest in and to the Service and Content, including any intellectual property rights that subsist in the Service (whether those rights happen to be registered or not, and wherever in the world those rights may exist).

5. Permitted Uses under Dell's Licenses

- 5.1 Permitted Purposes. You agree to use the Service only for purposes:
- (a) that are permitted by the Terms;
 - (b) applications that are owned and developed by you.
- 5.2 TechDirect APIs Documentation and FAQs. For further guidance regarding use of the Services, please see the TechDirect Documentation. If there is any conflict between these Terms and the TechDirect API Documentation or FAQs, these Terms will control.

6. License Requirements

- 6.1 Dell's licenses above are subject to your adherence to the following requirements:
- i) Operate only behind a firewall or only on an internal network (except during the development and testing phase).
 - ii) Protect the privacy and legal rights of users. If your TechDirect API Implementation enables you or any party to gain access to information about other users of the Service, including but not limited to personally identifying information or non-personally identifying usage information, you or the party receiving the information must inform Dell and abide by an appropriate privacy policy to segregate and purge the data.
 - iii) TechDirect API should be only used to retrieve information related to assets owned and managed by you, as the signatory of the Enterprise License Agreement between you and Dell.
 - iv) Customer may not copy, modify, or create a derivative work, collective work, or compilation of the Software, and may not reverse engineer, decompile or otherwise attempt to extract the code of the Software or any part thereof. Customer may not license, sell, assign, sublicense, or otherwise transfer or encumber the Software; may not use the Software in a managed-services arrangement; and may not use the Software in excess of the authorized number of licensed seats for concurrent users, sites, or other criteria specified in the applicable Service Documents. In addition, Customer may not access the Software to monitor its availability, performance, or functionality, or for any other benchmarking or competitive purpose. Customer is further prohibited from:
 - (1) attempting to use or gain unauthorized access to Dell or to any third party's networks or equipment;
 - (2) permitting other individuals or entities to use the Software or copy the Software or Services;
 - (3) 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;
 - (4) interfering or attempting to interfere with service to any user, host, or network;
 - (5) engaging in fraudulent activity of any nature;
 - (6) transmitting unsolicited bulk or commercial messages;
 - (7) 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
 - (8) restricting, inhibiting, interfering with, or otherwise disrupting or causing a performance degradation to any Dell (or Dell Service supplier) facilities used to deliver the Services.
 - v) You hereby grant Dell, or an agent designated by Dell, the right to perform an audit of your use of the Software during normal business hours; you agree to cooperate with Dell in such audit; and you agree to provide Dell with all records reasonably related to your use of the Software. The audit will be limited to verification of your compliance with the terms of this Agreement.

- 6.2 **Reporting.** You must implement those reporting mechanisms that Dell has set forth and may update from time to time in these Terms and in the TechDirect APIs Documentation.
- 6.3 **End User Terms and Privacy Policy.** If you develop a TechDirect API Implementation for use by other users, you must:
- (a) explicitly state in your TechDirect API Implementation's terms of use that, by using your TechDirect API Implementation, your users are agreeing to be bound by this License and its use restrictions; and
 - (b) protect the privacy and legal rights of users. If your TechDirect API Implementation enables you or any party to gain access to information about users of the Service, including but not limited to personally identifying information or non-personally identifying usage information, you or the party receiving the information must inform Dell and abide by an appropriate privacy policy to segregate and purge the data.
- 6.4 **Attribution** Content provided to you through the Service may contain the trade names, trademarks, service marks, domain names, and other distinctive brand features of Dell, its partners, or other third party rights holders of content indexed by Dell. You may not delete or in any manner alter these trade names, trademarks, service marks, domain names, and other distinctive brand features.
- 6.5 **Responsibility for Breaches.** You agree that the end user is solely responsible for (and that Dell has no responsibility to you or to any third party for) any breach of your obligations under the Dell's Services Software License & Acceptable Use Policy and for the consequences (including any loss or damage which Dell may suffer) of any such breach.

7. License Restrictions

- 7.1 Except as expressly permitted under the Terms, or unless you have received prior written authorization from Dell, Dell's licenses above are subject to your adherence to all of the restrictions contained in the Terms. Except as explicitly permitted in the TechDirect APIs Documentation, you must not (nor may you permit anyone else to):
- (a) access or use the Service or any Content through any technology or means other than those provided in the Service, or through other explicitly authorized means Dell may designate;
 - (b) copy, translate, modify, create a derivative work of, or publicly display any Content or any part thereof than permitted in the TechDirect APIs Documentation;
 - (c) pre-fetch, cache, or store any Content, except that you may store limited amounts of Content for the purpose of improving the performance of your DSS API Implementation if you do so temporarily, securely, and in a manner that does not permit use of the Content outside of the Service;
 - (d) charge users or any other third party any fee for the use of the TechDirect API Implementation, the Service, or the Content, unless you have entered into a separate written agreement with Dell or obtained Dell's written permission to do so.
 - (e) reverse engineer, decompile or otherwise attempt to extract the source code of the Service or any part thereof, unless this is expressly permitted or required by applicable law;
 - (f) delete, obscure, or in any manner alter any Content;
 - (g) use the Service or Content with any products, systems, or applications for or in connection with the TechDirect APIs.
 - (h) violate any policies in the TechDirect APIs Documentation.
 - (i) distribute the API Key or the API URL to anyone other than the intended customer application

8. No Warranty or Indemnity

No warranty, indemnity or technical support is provided for and Dell accepts no liability with regard to such sample scripts contained in the DSS API or scripts or other code written by Customer or any third party.

Customer acknowledges that Dell may terminate Customer's right to access the DSS API, for any or no reason, effective immediately upon notice. IN ADDITION, THE DSS API IS PROVIDED TO CUSTOMER "AS IS" WITHOUT INDEMNITY OR WARRANTY OF ANY KIND, WHETHER EXPRESS, IMPLIED, STATUTORY, OR OTHERWISE. DESPITE ANYTHING TO THE CONTRARY IN THIS AGREEMENT, DELL BEARS NO LIABILITY FOR ANY DIRECT, INDIRECT, INCIDENTAL, PUNITIVE, SPECIAL OR CONSEQUENTIAL DAMAGES RESULTING FROM USE (OR ATTEMPTED USE) OF THE DSS API AND HAS NO DUTY TO PROVIDE SUPPORT TO CUSTOMER. DELL SHALL HAVE NO LIABILITY FOR THE FOLLOWING: (A) LOSS OF REVENUE, INCOME, PROFIT OR SAVINGS, (B) LOST OR CORRUPTED DATA OR SOFTWARE, LOSS OF USE OF SYSTEM(S) OR NETWORK(S), OR THE RECOVERY OF

SUCH, (C) LOSS OF BUSINESS OPPORTUNITY, (D) BUSINESS INTERRUPTION OR DOWNTIME, (E) LOSS OF GOODWILL OR REPUTATION, OR (F) SOFTWARE NOT BEING AVAILABLE FOR USE OR THE PROCUREMENT OF SUBSTITUTE SOFTWARE OR GOODS.

NOTWITHSTANDING ANYTHING TO THE CONTRARY SET FORTH IN THIS LICENSE AGREEMENT, DELL'S TOTAL LIABILITY FOR ANY AND ALL CLAIMS ARISING OUT OF OR IN CONNECTION WITH THIS SERVICE AND/OR THE DSS API SHALL NOT EXCEED THE TOTAL AMOUNT RECEIVED BY DELL FOR THE DSS API.

The foregoing limitations, exclusions and disclaimers shall apply to any and all claims, regardless of whether the claim(s) for such damages is based in contract, warranty, strict liability, negligence, tort or otherwise. Insofar as applicable law prohibits any limitation on liability herein, the parties agree that such limitation will be automatically modified, but only to the extent so as to make the limitation compliant with applicable law. The parties agree that the limitations on liabilities set forth herein are agreed allocations of risk and such limitations will apply notwithstanding the failure of essential purpose of any limited remedy and even if a party has been advised of the possibility of any such failure or liability.

DELL SHALL NOT BE LIABLE TO YOU FOR ANY CLAIM BROUGHT MORE THAN TWO YEARS AFTER THE CAUSE OF ACTION FOR SUCH CLAIM FIRST AROSE.

Customer agrees that it has accepted the terms and conditions of the Agreement in the knowledge that Dell's liability is limited and that this clause 8 constitutes an exclusive statement of Dell's liability for the TechDirect API and prevails on any other clauses of this Agreement.

9. Licenses from You to Dell

9.1 Brand Features License. You grant to Dell a nontransferable, nonexclusive license to use your brand and brand features to allow Dell to refer to your use of the Service in Dell marketing materials.

9.2 Authority to Grant Licenses. You confirm and warrant to Dell that you have all the rights, power and authority necessary to grant the above licenses.

10. Terminating this Agreement

10.1 The Terms will continue to apply until terminated by either you or Dell as set out below.

10.2 You may terminate your legal agreement with Dell by discontinuing your use of the Service at any time and removing the TechDirect API code from your TechDirect API Implementation.

10.3 Dell may, at any time, terminate its legal agreement with you or cease providing all or any part of the Service immediately without any notice if:

- (a) Dell believes, in its sole discretion, that you have breached any provision of the Terms (or have acted in manner that clearly shows that you do not intend to, or are unable to comply with the provisions of the Terms); or
- (b) Dell is required to do so by law (for example, due to a change to the law governing the provision of the Service); or
- (c) the Service relies on data or services provided by a third party partner and the relationship with such partner (x) has expired or been terminated or (y) requires Dell to change the way Dell provides the data or services through the Service; or
- (d) providing the Service could create a substantial economic burden as determined by Dell in its reasonable good faith judgment; or
- (e) providing the Service could create a security risk or material technical burden as determined by Dell in its reasonable good faith judgment.

10.4 Nothing in this Section will affect Dell's rights regarding provision of the Service under Section 4 of the Terms.