

# Service Description

## Dell ProSupport

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### Introduction

Dell is pleased to provide Dell ProSupport (the "Service(s)") in accordance with this Service Description ("Service Description"). Your invoice, order acknowledgement, information page, quote, order form or other mutually-agreed upon form of invoice or order acknowledgment (as applicable, the "Order Documentation") will include the name of the service(s) and available service options that you purchased.

THIS SERVICE DESCRIPTION IS A CONTRACT BETWEEN YOU AND DELL. PLEASE TAKE THE TIME TO READ THE FOLLOWING TERMS AND CONDITIONS UNDER WHICH DELL MARKETING L.P. ("DELL") AGREES TO PROVIDE THESE SERVICES TO YOU. **THIS SERVICE DESCRIPTION REQUIRES THE USE OF ARBITRATION ON AN INDIVIDUAL BASIS TO RESOLVE DISPUTES, RATHER THAN JURY TRIALS OR CLASS ACTIONS.**

### The Scope of This Service

The features of your service include:

- Telephone access 24 hours each day, 7 days each week (including holidays) to Dell's global expert center staffed by senior-level analysts for troubleshooting assistance of hardware and select Dell Original Equipment Manufacturer (OEM) software issues. Availability varies by country. Customers and Dell Channel Partners should contact a sales representative for more information.
- On-site dispatch of technician and/or service parts to Customer's location (as necessary following remote diagnosis and troubleshooting and according to level of service purchased) for repairs and resolution necessary to remedy a Qualified Incident (as defined below). Refer to [Exhibit A](#) for more details on severity levels and on-site service options.
- If a product is not serviceable at a Customer's location, if Dell determines that a repair method other than on-site service (after remote diagnosis and troubleshooting) is required for an incident, or if on-site service is not available for your product, then please refer to [Exhibit B](#) for details on service response options.
- Remote troubleshooting assistance for common support issues, when available and with Customer's consent, in which Dell technicians connect directly to your product over a secure internet connection to expedite troubleshooting.
- Client operating system and application "Getting Started" assistance associated with common Dell OEM end-user applications such as Norton AntiVirus™ software, Microsoft® Office software suite, Intuit® QuickBooks® accounting software, Adobe® Photoshop® software and Adobe Acrobat® software. In addition, select OEM server operating systems, such as Microsoft Windows Server, and hypervisors, such as Microsoft Hyper-V®, VMware ESX®, and Citrix XenServer® are also supported. Please see Dell's Comprehensive Software Support list for other supported software titles or contact your technical support analyst for details.



What's Included in "Getting Started" assistance	What's NOT Included in "Getting Started" assistance
Support of select Dell OEM operating systems, hypervisors and end-user applications;	Support for software not validated and tested by Dell for your product;
Basic "How To" or feature definition questions;	Step-by-step installation, reinstallation, or configuration assistance;
Hot-fix and patch assistance.	Performance assistance or administrative assistance.

- Getting-started advice or set-up assistance associated with simple network connectivity for select desktop, notebook, smartphones, cloud client computing hardware and tablets. Simple network assistance is limited to a single client system covered by ProSupport, connecting to a single router port or wireless access point, and does not include connectivity to secondary devices, products, or domains.
- Access to online support forums 24 hours each day, 7 days each week.
- Access to Global Command Centers.
- Access to Dell SupportAssist used for monitoring, alerting, and data gathering for the products entitled under the ProSupport contract. See <http://Dell.Com/SupportAssist> for more information.
- Case management to help track resolution and escalation of Qualified Incidents.
- Escalation management to provide a single point of contact for incident management, escalation, and status of incidents within the scope of this Service.
- All local services are provided by Dell authorized service provider
- [Dell International Services Program](#). This program provides service and support options when travelling with select notebooks, cloud client computing hardware and smartphones, and tablets outside of your home country and for a period of less than six (6) months. Additional terms and conditions apply and certain service and support features may not be available through this program; please contact Dell Technical Support for more details.

### Hardware Coverage Limitations:

Dell's Limited Hardware Warranty will apply to the Supported Product, and is available for review at [www.Dell.com/Warranty](http://www.Dell.com/Warranty) for U.S. and Canadian customers. Outside of the United States and Canada, the terms and conditions describing the warranty applicable to the Supported Product may be available at the regional Dell.com website that corresponds to the geographic location where the Supported Product was purchased, or such other geographic location to which the Supported Product was relocated in accordance with Section 4.F. or 4.G. of the Additional Terms & Conditions Applicable to Support & Warranty-Related Services section below. Hardware coverage limitations may apply and premium service offerings may be available to extend these hardware limitations as part of the premium service or for an additional fee. These coverage limitations are set forth on [www.Dell.com/Warranty](http://www.Dell.com/Warranty), and are applicable to Supported Products in all geographic locations, unless any specific limitation is prohibited under local law applicable where the Supported Product is located at the time that service is requested by Customer. A Supported Product or a component of a Supported Product that carries a limited lifetime warranty will be serviced by Dell according to this Service Description for the duration of your Dell ProSupport service contract. If you purchased a Supported Product or component with a limited lifetime warranty, then after your Dell ProSupport service contract period expires, subsequent Qualified Incidents related to such Supported Product or component will be serviced pursuant to the Dell Basic Hardware Service contract available at [www.Dell.com/ServiceContracts/global](http://www.Dell.com/ServiceContracts/global).

Dell's Limited Hardware Warranty and/or the warranty applicable to your Supported Product(s) outside the U.S. and Canada, and the Services do not cover commercial hardware products that use, or in which have been installed, products or components that have not been provided by Dell. Your Dell Limited Hardware Warranty

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and/or the warranty applicable to your Supported Product(s) outside the U.S. and Canada and corresponding entitlement to the Services may be voided if third party products that were not provided by Dell are installed in your Dell system.

## How to Contact Dell if You Require Service

### Self-Dispatch Support Programs:

For Customers enrolled in Warranty Parts Direct, Fast-Track Dispatch, Technician Direct Program, or Dell Online Self Dispatch (DOSD), Qualified Incidents may be handled by certified Customer technicians through the submission of a service request to the self-dispatch website or telephone queue for your region.

### Dell KACE Support

Visit the Dell Software Support Portal, [www.software.dell.com/support](http://www.software.dell.com/support) to find answers to your questions and issues, or call the support center using the numbers listed here:

<https://support.software.dell.com/essentials/contact-technical-support>.

### All Other Consumer and Commercial Customers:

#### Step One: Use one of the support options to contact Dell for assistance

- Contact Dell from a location which includes physical access to the Supported Product.
- Provide the serial number of the Service Tag (as defined below), Model Number, current version of the operating system you are using, and other information as requested by the analyst. The analyst will verify Customer's Supported Product, applicable Service and response levels and confirm any expiration of Services.

#### Online, Chat, and Email Support:

Dell ProSupport website, chat, and email support available at [www.Support.Dell.com](http://www.Support.Dell.com).

#### Telephone Support Requests:

Available 24 hours each day, 7 days each week (including holidays). Contact your Regional Dell ProSupport support center to speak to a technical support analyst.

Locale	Phone number to contact Dell
<b>United States</b>	1-866-516-3115 or 1-800-433-7831
<b>Canada</b>	1-866-516-3115
<b>Other countries</b>	See <a href="http://www.Dell.com/ProSupport/RegionalContacts">www.Dell.com/ProSupport/RegionalContacts</a>

Availability may differ outside of the United States and is limited to commercially reasonable efforts. Please contact your sales representative or technical support analyst for specific details for your location.

#### Step Two: Assist with Remote Troubleshooting

- When requested, identify error messages received and when they occur; what activities preceded the error message; and what steps you have already taken to attempt to solve the problem.
- We will work with you through a series of troubleshooting steps to help diagnose the issue.
- Experience shows that most Product problems and errors can be corrected remotely.
- Follow the instructions and any suggestions carefully. Diagnostic or troubleshooting steps like those outlined in Steps One and Two are an essential aspect of reaching the right resolution for your issue. Those steps may require more than one interaction or call with Dell or an extended session, and you may be asked to access the inside of your Supported Product where safe to do so.
- If, following completion of diagnosis or troubleshooting, Dell determines that it is necessary to replace a part, return the product for service, or dispatch a service technician for on-site service, then we will provide additional instructions.

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## Service Parts

Regardless of the service response level purchased, some component parts are specifically designed for easy Customer removal and replacement: such parts are designated as Customer Replaceable Units ("CRU"). If during the diagnosis, the Dell analyst determines that a Qualified Incident can be resolved with a CRU designated part, Dell will ship the CRU designated part(s) directly to the Customer. CRU parts fall into two categories:

**Optional CRU Parts.** These parts are designed to be replaced by the Customer. Depending on the type of service that was purchased with the Supported Product, Dell may provide an on-site technician to replace the parts. Contact a technical support analyst for more details regarding which Optional CRU part(s) and which service response levels qualify for on-site installation at no additional fee.

**Mandatory CRU Parts.** Dell does not automatically provide an on-site technician for the installation of Mandatory CRU parts. Contact a technical support analyst for more details regarding which Mandatory CRU parts and which service response levels qualify for on-site installation at no additional fee.

The freight method used to ship the CRU part (following remote diagnosis and troubleshooting) is based on the level of service purchased by the Customer.

- Service parts for customers with On-site or Advanced Exchange response times will be shipped via a next-business day freight method, unless otherwise noted by the technician.
- Service parts for customers with "Return for Repair" service options will be shipped via ground freight service.

Once a Dell analyst has determined whether it is necessary to replace a part or return the product, you will be informed of the next steps to take. Depending on the service level that was purchased and Dell's assessment of the method needed to address the issue, the corresponding repair option listed in [Exhibit A](#) or [Exhibit B](#) will apply.

## Dell SupportAssist

Dell SupportAssist is a software application that when installed, will monitor your product and collect information to assist in providing technical support. In the event an issue is detected, the information collected can be sent to Dell to provide you with an enhanced, personalized and efficient support experience.

Used with ProSupport or ProSupport Plus, SupportAssist will provide the following features and capabilities:

- Monitoring of systems for issues impacting normal operation and performance.
- Automatic creation of Dell Technical Support requests in the event of issue detection.
- Automatic uploading of diagnostics and other data that allows efficient diagnosis of issues.

## Additional Resources

To learn more about Dell SupportAssist and see the latest list of supported Dell products please visit the Dell SupportAssist website at: <http://Dell.Com/SupportAssist>.

## Collaborative Assistance

If a problem arises with certain third-party products and software commonly utilized in conjunction with Customer's Supported Product, Dell will serve as a single point of contact, as set forth herein, until the problems are isolated and escalated to the third-party product vendor. Specifically, Dell will contact the third-party vendor and create a "problem incident" or "trouble ticket" on behalf of Customer, providing the necessary problem documentation. Once a vendor is engaged, Dell will monitor the problem resolution process and obtain status and resolution plans from the vendor until the vendor resolves the problem by either providing a resolution, steps towards a resolution, workaround, configuration changes, or escalation of a bug report. Upon the Customer's request, Dell will initiate management escalation procedures within Dell and/or the vendor organization.

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To be eligible for Collaborative assistance, Customer must have the appropriate active support agreements and entitlement with the respective third-party vendor. Once isolated and reported, the third-party vendor provides technical support and resolution for Customer's problem. DELL WILL NOT BE RESPONSIBLE FOR THE PERFORMANCE OF OTHER VENDORS' PRODUCTS OR SERVICES.

View current Collaborative assistance partners [here](#). (Full URL: <http://i.dell.com/sites/doccontent/shared-content/services/en/Documents/ProSupport-Collaborative-Software-Assistance-List-Enterprise-and-End-User.pdf>.) Please note that supported third-party products may change at any time without notice to Customers.

## Comprehensive Software Support

Dell ProSupport includes Dell Comprehensive Software Support for select Dell OEM end-user applications, operating systems, hypervisors and firmware on Supported Products (the "Covered Software Products") over the telephone, or by transmission of software and other information through electronic means, or by shipping software and/or other information to Customer. Covered Software Products include pre-installed end-user client applications such as Norton AntiVirus™ software, Microsoft® Office software suite, Intuit® QuickBooks® accounting software, Adobe® Photoshop® software and Adobe Acrobat® software. Certain OEM server operating systems and hypervisors, such as Microsoft Hyper-V®, VMware ESX®, and Citrix XenServer® are also supported. Please contact a Dell technical support analyst for an up-to-date list of Covered Software Products.

View current Comprehensive Software Support partners [here](#). (Full URL: <http://i.dell.com/sites/doccontent/shared-content/services/en/Documents/ProSupport-Comprehensive-Software-Support-List-Enterprise-and-End-User.pdf>.) Please note that supported third-party products may change at any time without notice to Customers.

**Limits on Dell Comprehensive Software Support.** Dell does not warrant that any particular software-related question will be resolved or that the Covered Software Product will produce any particular result. Situations giving rise to Customer's questions must be reproducible on a single system (i.e., one central processing unit with its workstation and other peripherals). Dell may conclude that a software issue is sufficiently complex or that Customer's Supported Product is of a nature that precludes effective analysis of the question through remote support. 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. Customer accepts that in such situations where no resolution is available from the publisher of the relevant software title, Dell's obligation to provide support to the Customer will be fully satisfied.

## Additional Terms and Conditions for Certain Supported Products

### Dell EqualLogic Software Updates

Dell ProSupport for select Dell EqualLogic Supported Products, including the Dell EqualLogic PS Series, includes both maintenance software updates and the introduction of new features to firmware and core software such as SAN HQ, Auto Snapshot Manager and the Host Integration Toolkit (for the service period indicated on the invoice).

**Patches and Bug Fixes.** Dell will periodically release patches and bug fixes to the applicable EqualLogic Enterprise Storage Software for purposes of maintaining operating system compatibility and/or database compatibility; and any error corrections, workarounds and/or patches needed to maintain conformance to the Supported Product's documentation.

**New Versions.** New versions or releases of the applicable EqualLogic Enterprise Storage Software are generally made available by Dell at no additional charge to licensees for Enterprise Storage Software that is installed on a Supported Product covered by a Dell limited hardware warranty or an annual service or maintenance contract. New Versions generally consist of releases that contain patches and bug fixes, changes that reflect an expansion or extension of existing features, and changes that include substantial new features, functions, or capabilities.



## Dell | EMC Core Software Updates

Dell ProSupport includes the following software updates for core Dell | EMC software such as Navisphere® Manager, Navisphere Manager Express (AX series only), Access Logix™ (CX series only), PowerPath®, and SnapView Express (AX series only) (for the service period indicated on the invoice):

**Patches and Bug Fixes.** Dell will periodically make software patches and minor bug fixes available, which reflect minor changes made by EMC to the applicable Enterprise Storage Software for purposes of maintaining operating system compatibility and/or database compatibility; and any error corrections, workarounds and/or patches needed to maintain conformance to the documentation for the applicable Enterprise Storage Software.

**New Versions.** All new versions or releases of the applicable Enterprise Storage Software are generally made available by EMC at no additional charge to other licensees for Enterprise Storage Software that is covered by an EMC warranty or under an annual maintenance contract between EMC and the licensee. These generally consist of releases that contain patches and bug fixes, changes that reflect an expansion or extension of existing features, and changes that include substantial new features, functions, or capabilities.

**May Require Additional Purchase.** Dell | EMC Core Software Updates may require the purchase of a separate Dell On-site Installation or Proactive Maintenance Service as directed by Dell in order to keep the Supported Product(s) eligible for this Service.

**Renewal.** Customer may be entitled to renew for additional periods and/or purchase additional Dell | EMC Core Software Updates depending on the available options then in effect and in accordance with Dell's then-current rates, terms and conditions by submitting a purchase order to Dell. Dell may change its rates, terms, and conditions for providing support at any time.

## Dell ProSupport on Networking Products

Dell ProSupport, which is available on Dell PowerConnect and Dell Force10 products, may also include remote support in the following areas:

- Power on device and management of Internet Protocol (IP) address to enable the user for self-configuration
- Configuration Problem Assistance which includes explanation of networking features, answering questions about functionality, troubleshooting configuration issues, and answering syntax questions
- Best Practice Recommendations as defined by Industry and Dell published best practice documentation
- Installation and activation of licenses
- Troubleshooting and diagnosing performance degradation based on prior established documented performance, including dropped packets.
- Performance troubleshooting assistance on single switch issues or where the device is not performing to a Dell published specification
- Commercially reasonable efforts for interoperability with non-Dell specific devices
- Dell will periodically release patches and bug fixes to the applicable software for purposes of maintaining operating system compatibility; and any error corrections, workarounds and/or patches needed to maintain conformance to the Supported Product's documentation.
- New versions or releases of the applicable software are generally made available by Dell at no additional charge to licensees for software that is installed on a Supported Product covered by a Dell annual support or maintenance contract. New Versions generally consist of releases that contain patches and bug fixes, changes that reflect an expansion or extension of existing features, and changes that include substantial new features, functions or capabilities.

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## Dell ProSupport on Dell Edge Gateway and Embedded PC Products

Dell ProSupport, which is available on Dell Edge Gateway and Embedded PC products, provides comprehensive support of factory-installed OEM image of your operating system, pursuant to the Comprehensive Software Support terms above. Dell will not provide Comprehensive Software Support for custom images, 3<sup>rd</sup> party software, or infrastructure configuration. Dell cannot provide remote diagnosis or troubleshooting without customer assistance.

### Customers are expected to provide the following:

- You must have product in front of you. This will allow tech support to remote diagnose the failure and dispatch parts and labor if needed.
- You must provide product in safe environment for servicing. Dell onsite technicians will not be responsible for mounting and dismounting product.
- You must provide monitor, mouse, and keyboard to onsite technician in order to troubleshoot product onsite.
- You must provide power to product.

What IS included in ProSupport on Dell Edge Gateway and Embedded PC products	What IS NOT included in ProSupport on Dell Edge Gateway and Embedded PC products
Support of factory OEM image of operating system	Support for custom image, 3 <sup>rd</sup> party software, or infrastructure configuration. Remote diagnosis or troubleshooting without customer assistance.
Support of entitled hardware included with your Supported Product	Support for connectivity of non-entitled hardware or software.
Collaborative support for third-party products and software identified by the collaborative support list	Collaborative support for third-party products and software not on the collaborative support list

## Additional Terms and Conditions Applicable to End Users who Purchase their Supported Product 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 Products and Services from the Dell OEM Solutions (or its successor) business group for an OEM project. An OEM typically embeds or bundles such Dell 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 Supported Products that are provided without Dell 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. The OEM maintains responsibility for providing the initial troubleshooting even when its End-User engages Dell to request service, and if an End User contacts Dell for service without contacting their OEM, Dell will ask the End User to contact their OEM to receive first level troubleshooting before contacting Dell.

### Excluded Services

- Performance or administrative assistance.
- Activities such as installation, de-installation, relocation, preventative maintenance, training assistance, remote administration, or any activities or services not expressly described in this Service Description.

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- Supply items, media replacement, operating supplies, cosmetic accessories or parts such as batteries, frames, and cover or support thereon.
- Direct third party product support or collaborative assistance of versions not currently supported by the manufacturer, vendor, or partner.
- Support to the hardware or/and software pre-installed or post-installed by OEM, unless it is covered by a separate service contract purchased from Dell.
- Support for equipment damaged by act of nature (such as, but not limited to, lightning, flooding, tornado, earthquakes, and hurricanes), misuse, accident, abuse of the Supported Product or components (such as, but not limited to, use of incorrect line voltages, use of incorrect fuses, use of incompatible devices or accessories, improper or insufficient ventilation, or failure to follow operating instructions), modification, unsuitable physical or operating environment, improper maintenance by Customer (or Customer's agent), moving the Supported Product in a manner inconsistent with its design, removal or alteration of equipment or parts identification labels, or failure caused by a product for which Dell is not responsible.
- Spyware/virus removal.
- Data backup services.
- Advanced wireless, networking or remote installation, set-up, optimization and configuration of applications beyond those described in this Service Description.
- Scripting, programming, database design/implementation, web development or recompiled kernels.
- Repair of damage or defects in supported Products which are purely cosmetic and do not affect device functionality.
- Repairs necessitated by software problems, or as a result of alteration, adjustment, or repair by anyone other than Dell, Dell's Authorized Reseller or Service Provider or by customers utilizing Customer Replaceable Unit (CRU) parts.

## General Customer Responsibilities

**Authority to Grant Access.** Customer represents and warrants that it has obtained permission for both Customer and Dell to access and use the Supported Products, 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 to perform these Services.

**Cooperate with Online Diagnosis, Phone Analyst, and On-site Technician.** Customer will cooperate with and follow the instructions given by any Dell remote support service, phone analyst or on-site technicians. Experience shows that most product problems and errors can be corrected remotely by closely following the remote diagnosis instructions or through close cooperation between the user and the analyst or technician.

**On-site Obligations.** Where Services require on-site performance, Customer will provide (at no cost to Dell) free, safe and sufficient access to Customer's facilities and the Supported Products, including ample working space, electricity, 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), if the product does not already include these items. An adult (whether Customer or Customer's authorized representative) must be present at all times during the service technician's visit.

**Maintain Software and Serviced Releases.** Customer will maintain software and Supported Products at Dell-specified minimum release levels or configurations as specified on PowerLink for Dell | EMC Storage or EqualLogic™, or as specified on [www.support.dell.com](http://www.support.dell.com) for additional Supported Products. Customer must also ensure installation of remedial replacement parts, patches, software updates or subsequent releases as directed by Dell in order to keep the Supported Products eligible for this Service.

**Data Backup; Removing Confidential Data.** Customer will complete a backup of all existing data, software and programs on all affected products prior to and during the delivery of this Service. Customer should make regular backup copies of the data stored on all affected products as a precaution against possible

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failures, alterations, or loss of data. In addition, Customer is responsible for removing any confidential, proprietary, or personal information and any removable media such as SIM cards, CDs, or PC Cards regardless of whether an on-site technician is also providing assistance.

DELL WILL HAVE NO LIABILITY FOR:

- ANY OF YOUR CONFIDENTIAL, PROPRIETARY OR PERSONAL INFORMATION;
- LOST OR CORRUPTED DATA, PROGRAMS OR SOFTWARE;
- DAMAGED OR LOST REMOVABLE MEDIA;
- DATA OR VOICE CHARGES INCURRED AS A RESULT OF FAILING TO REMOVE ALL SIM CARDS OR OTHER REMOVABLE MEDIA INSIDE SUPPORTED PRODUCTS THAT ARE RETURNED TO DELL;
- THE LOSS OF USE OF A SYSTEM OR NETWORK; AND/OR
- FOR ANY ACTS OR OMISSIONS, INCLUDING NEGLIGENCE, BY DELL OR A THIRD-PARTY SERVICE PROVIDER.

Dell will not be responsible for the restoration or reinstallation of any programs or data. When returning a Supported Product or part thereof, Customer will only include the Supported Product or part which has been requested by Dell or the phone technician.

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



## Dell Services Terms & Conditions

This Service Description is entered between you, the customer (“you” or “Customer”), and the Dell entity identified on your Order Documentation for the purchase of this Service.

**For U.S. Consumers:** Dell is pleased to provide these services to Consumers in accordance with this Service Description and the U.S. “Consumer Terms of Sale” at <http://www.dell.com/terms> (referred to as an “Agreement”).

**For Business Customers:** This Service is provided subject to and governed by Customer’s separate signed master services agreement with Dell that explicitly authorizes the sale of this Service. In the absence of such agreement, depending on Customer’s location, this Service is provided subject to and governed by either Dell’s Commercial Terms of Sale or the agreement referenced in the table below (as applicable, the “Agreement”).

**For All Customers:** 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 Dell Services	
	Customers Purchasing Dell Services Directly From Dell	Customers Purchasing Dell Services Through an Authorized Dell Reseller
United States	Consumers: U.S. Consumer Terms of Sale at <a href="http://www.dell.com/terms">www.dell.com/terms</a>  Businesses: <a href="http://www.dell.com/CTS">www.dell.com/CTS</a>	Consumers: U.S. Consumer Terms of Sale at <a href="http://www.dell.com/terms">www.dell.com/terms</a>  Businesses: <a href="http://www.dell.com/CTS">www.dell.com/CTS</a>
Canada	<a href="http://www.dell.ca/terms">www.dell.ca/terms</a> (English) <a href="http://www.dell.ca/conditions">www.dell.ca/conditions</a> (French-Canadian)	<a href="http://www.dell.ca/terms">www.dell.ca/terms</a> (English) <a href="http://www.dell.ca/conditions">www.dell.ca/conditions</a> (French-Canadian)
Latin America & Caribbean Countries	Local <a href="http://www.dell.com">www.dell.com</a> country-specific website or <a href="http://www.dell.com/servicedescriptions/global">www.dell.com/servicedescriptions/global</a> .*	Local <a href="http://www.dell.com">www.dell.com</a> country-specific website or <a href="http://www.dell.com/servicedescriptions/global">www.dell.com/servicedescriptions/global</a> .*
Asia-Pacific-Japan	Local <a href="http://www.dell.com">www.dell.com</a> country-specific website or <a href="http://www.dell.com/servicedescriptions/global">www.dell.com/servicedescriptions/global</a> .*	Service Descriptions and other Dell service documents which you may receive from your seller shall not constitute an agreement between you and Dell 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 service document shall in this context be understood as a reference to you whereas any reference to Dell shall only be understood as a reference to Dell as a service provider providing the Service on behalf of your seller. You will not have a direct contractual relationship with Dell 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.
Europe, Middle East, & Africa	Local <a href="http://www.dell.com">www.dell.com</a> country-specific website or <a href="http://www.dell.com/servicedescriptions/global">www.dell.com/servicedescriptions/global</a> .*  In addition, customers located in France, Germany and the UK can select the applicable URL below:	Service Descriptions and other Dell service documents which you may receive from your seller shall not constitute an agreement between you and Dell 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 service document shall in this context be understood as a

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	France: <a href="http://www.dell.fr/ConditionsGeneralesdeVente">www.dell.fr/ConditionsGeneralesdeVente</a> Germany: <a href="http://www.dell.de/Geschaeftsbedingungen">www.dell.de/Geschaeftsbedingungen</a> UK: <a href="http://www.dell.co.uk/terms">www.dell.co.uk/terms</a> .	reference to you whereas any reference to Dell shall only be understood as a reference to Dell as a service provider providing the Service on behalf of your seller. You will not have a direct contractual relationship with Dell 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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\* Customers may access their local [www.dell.com](http://www.dell.com) website by simply accessing [www.dell.com](http://www.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 <http://www.dell.com/content/public/choosecountry.aspx?c=us&l=en&s=gen>.

**All Customers:**

Prior to the expiration of your service contract and subject to the limitations set forth in this Service Description, you may be able to extend your service period based on available options then in effect for your Supported Product; provided however, that the duration of your service contract shall not extend beyond the duration of the Limited Hardware Warranty (including any warranty extensions). 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 [www.dell.com/serviceDescriptions/global](http://www.dell.com/serviceDescriptions/global).

To the extent that any terms of this Service Description conflict with any terms of the Agreement, the terms of this Service Description will prevail, but only to the extent of the specific conflict, and will not be read or deemed to replace any other terms in the Agreement which are not specifically contradicted by this Service Description.

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 website in connection with your purchase or within a Dell 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 form of signed Order Documentation.



## Additional Terms & Conditions Applicable to Support & Warranty-Related Services

### 1. Supported Products

This Service is available on supported products which includes select Dell OptiPlex™, Latitude™, Venue™, Inspiron™, Precision™, Vostro™, XPS™, Alienware™, Chromebooks™, Gateway Edge, PowerEdge™, PowerEdge SC™, PowerVault™, PowerConnect™, Dell EqualLogic™, Dell | EMC Storage Systems, Dell Wyse™ and Dell printers, monitors and smartphones which are purchased in a standard configuration, as well as select Microsoft™ Surface Pro™ tablets ("Supported Products"). Supported Products are added regularly, so please contact a sales representative for the most up-to-date list of Services that are available on your Dell or non-Dell products. Each Supported Product is tagged with a serial number (the "Service Tag"). A separate service agreement must be purchased by Customer for each Supported Product. For example, a printer purchased with a laptop product is not covered by the laptop's service contract; the printer and the laptop will each need their own service contract. Please refer to the Service Tag on your Supported Product when contacting Dell for this Service.

### 2. Support Services

- A. **Limited Hardware Warranty; Hardware Coverage Limitations.** Support-related services may include technical support options (telephone, Internet, etc.) and service parts and related labor services to repair or replace defect(s) in workmanship pursuant to and occurring within the limited warranty period applicable to Customer's Supported Product(s) (a "Qualified Incident"). Dell's Limited Hardware Warranty for US. And Canadian customers is available for review at <http://www.Dell.com/Warranty> or posted outside of the United States at your regional Dell.com website.\* The Microsoft Surface Pro Warranty (available at: <http://www.microsoft.com/surface/en-us/support/documents>) covers Surface Pro Supported Products for the first year of customer's service terms (as defined below). Additional state-specific terms and conditions related to Consumer purchasers of Microsoft™ Surface Pro 3™ tablets are included in the State-Specific Provisions in [Exhibit C](#) below.

Hardware coverage limitations may apply and service offerings may be available to extend these hardware limitations for an additional fee. Please see [www.Dell.com/Warranty](http://www.Dell.com/Warranty) or your regional Dell.com website for warranty information or contact a Dell technical support analyst for more details.

- B. **Whole Unit Replacement; Failure to Return.** If Dell determines that a part or component of the defective Supported Product is one that is easily disconnected and reconnected (such as a keyboard or monitor), or if the analyst determines that the Supported Product is one that should be replaced as a whole unit, Dell reserves the right to send Customer a whole replacement unit. All Dell service parts or components removed from the Supported Product and any original products for which customer received a replacement product become the property of Dell. If Dell delivers a replacement part, component, or product to Customer, Customer must relinquish the defective item to Dell, unless Customer has purchased "Keep Your Hard Drive" for the affected product, in which case Customer may retain the respective hard drive(s). If Customer does not relinquish the defective item to Dell as required above, or if the defective unit is not returned within ten (10) days in accordance with written instructions provided with the replacement unit (in the event the replacement unit was not delivered in person by a Dell technician), Customer agrees to pay Dell for the replacement unit upon receipt of invoice. **IF YOU FAIL TO PAY DELL FOR ANY PART, COMPONENT, OR PRODUCT, THEN DELL MAY CANCEL THIS AGREEMENT, SUSPEND YOUR WARRANTY AND/OR SERVICE SUPPORT ON ANY DELL PRODUCT YOU MAY OWN UNTIL THE APPLICABLE AMOUNT IS PAID, AND/OR TAKE OTHER LEGAL STEPS.** A suspension of warranty or service for failure to properly return a part, component, or product will not toll the term of your warranty.
- C. **Parts Stocked; Mission Critical Parts.** Dell currently stocks parts in various locations throughout the world. Selected parts may not be stocked in the location closest to Customer's site. If a part that is needed to repair the Supported Product is not available from a Dell facility near Customer's location and must be transferred from another facility, it will be shipped as soon as is practical and commercially reasonable. 2-Hour and 4-Hour parts locations stock mission critical parts of Supported Products, as determined by Dell. A mission critical part is one which upon failure may prevent the Supported Product from performing its basic functions. Parts deemed non-critical include, but are not limited to: software, floppy drives, media drives, modems, speakers, sound cards, zip drives, monitors, keyboards, and mice. In order to receive 2-Hour or 4-Hour parts, Customer must have purchased a corresponding service contract that supports mission critical parts delivery and the Supported Product must be located within the supported coverage area, as determined by Dell.

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- D. **Service Parts.** Dell uses and Customer expressly authorizes the use of new and reconditioned parts made by various manufacturers in performing warranty repairs.

### 3. Term of Service.

This Service Description commences on the date listed on your Order Documentation and continues through the term ("Term") indicated on the Order Documentation. As applicable, the number of systems, products, licenses, installations, deployments, managed end points 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 Documentation. Unless otherwise agreed in writing between Dell 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.

### 4. 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 Dell's then-current sales 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. **Commercially Reasonable 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 Customer's failure to comply with its obligations under this Service Description. Service extends only to uses for which the Supported Product was designed.
- C. **Optional Services.** Optional services (including point-of-need support, installation, consulting, managed, professional, support or training services) may be available for purchase from Dell and will vary by Customer location. Optional services may require a separate agreement with Dell. In the absence of such agreement, optional services are provided pursuant to this Service Description.
- D. **Recording Calls.** In carrying out its obligations, Dell, or its third party sub-contractors, may at its discretion and solely for the purposes of monitoring the quality of Dell's response, record part or all of the calls between you and Dell. **By utilizing these Services, you consent to have your calls with Dell or its third-party subcontractors monitored or recorded.**
- E. **Cancellation.** Cancellation terms for Consumer customers are included in [Exhibit C](#).

For all other customers, Dell may cancel this Service at any time during the Term for any of the following reasons:

- Customer fails to pay the total price for this Service in accordance with the invoice terms;
- Customer is abusive, threatening, or refuses to cooperate with the assisting analyst or on-site technician; or
- Customer fails to abide by all of the terms and conditions set forth in this Service Description.

If Dell cancels this Service, Dell 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 sends notice of cancellation to Customer, unless local law requires other cancellation provisions that may not be varied by agreement. If Dell cancels this Service pursuant to this paragraph, Customer shall not be entitled to any refund of fees paid or due to Dell.

If you purchased this service from a seller other than Dell, please see your sales receipt or other sales documentation for return policy, and please visit your original place of purchase for returns, cancellations, or refunds.

- F. **Geographic Limitations and Relocation.** This Service will be delivered to the site(s) indicated on the Customer's invoice. This Service is not available at all locations. If your Supported Product is not located in the geographic location on your Order Documentation or in Dell's service records for your Supported Product, or if configuration

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details of your Supported Product have been changed and not reported back to Dell, then Dell must first re-qualify your Supported Product for the support entitlement you purchased before applicable response times 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 a sales representative for these details. Support outside of the country in which Customer purchased this Service (e.g., while Customer is traveling) may be available on a commercially reasonable efforts basis (e.g., not available in all countries, not available on all parts, not available to all Customers). Dell's obligation to supply the Services to relocated Supported Products is subject to various factors, including without limitations, local Service availability, additional fees, and inspection and recertification of the relocated Supported Products at Dell's then-current time and materials consulting rates. For EMEA customers, unless stated otherwise in this Service Description or the Agreement, on-site service is available up to a distance of 150 kilometers from nearest Dell 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.

- G. **Transfer of Service.** Subject to the limitations set forth in this Service Description, Customer may transfer this Service to a third party who purchases Customer's entire Supported Product before the expiration of the then-current Term, provided Customer is the original purchaser of the Supported Product and this Service or Customer purchased the Supported Product and this Service from its original owner (or a previous transferee) and complied with all the transfer procedures available at [www.support.dell.com](http://www.support.dell.com). A transfer fee may apply. Please note that if Customer or Customer's transferee moves the Supported Product to a geographic location in which this Service is not available (or is not available at the same price), Customer or Customer's transferee may not have coverage or may incur an additional charge to maintain the same categories of support coverage at the new location. If Customer or Customer's transferee chooses not to pay such additional charge, the Service may be automatically changed to categories of support which are available at such price or a lesser price in such new location with no refund available.
- H. **Binding Arbitration.** **THIS AGREEMENT REQUIRES THE USE OF ARBITRATION ON AN INDIVIDUAL BASIS TO RESOLVE ANY AND ALL DISPUTES OR CONTROVERSIES BETWEEN CUSTOMER AND DELL, RATHER THAN JURY TRIALS OR CLASS ACTIONS, ACCORDING TO THE TERMS IN DELL'S U.S. TERMS OF SALE (see [www.dell.com/terms](http://www.dell.com/terms)).** Neither Dell nor you may institute any action in any form arising out of this Service Description more than eighteen (18) months after the cause of action has arisen, or in the case of nonpayment, more than eighteen (18) months from the date of last payment. For commercial customers only: The dispute resolution terms and conditions that apply to this agreement and your purchase of this Service are set forth in either the Dell Commercial Terms of Sale (available at [www.dell.com/terms](http://www.dell.com/terms)) or your separately-signed master services agreement with Dell that explicitly authorizes the sale of this Service.
- I. **Notices.** Any written notices provided by you to Dell must be sent to the following address: Dell Marketing L.P., One Dell Way, Round Rock, TX 78682, Attn: Service and Support Department.
- J. **Governing Law.** THIS AGREEMENT SHALL, TO THE EXTENT PERMITTED BY APPLICABLE LAW, BE GOVERNED BY THE LAWS OF THE STATE OF TEXAS, WITHOUT REGARD TO CONFLICTS OF LAWS RULES.
- K. **Assignment.** Dell reserves the right to assign its rights and obligations under this Service Description to a qualified third party designated by Dell. In the event of such an assignment, you agree to look solely to the third party assignee for performance under this agreement.
- L. **Complete Agreement.** THIS SERVICE DESCRIPTION IS THE COMPLETE AND EXCLUSIVE STATEMENT OF THE AGREEMENT BETWEEN YOU AND DELL AND IT SUPERSEDES ALL PRIOR ORAL AND WRITTEN PROPOSALS AND COMMUNICATIONS PERTAINING TO THE SUBJECT MATTER HEREOF.
- M. **WARRANTY EXCLUSION.** DELL MAKES NO WARRANTY AS TO THE SERVICES PROVIDED HEREUNDER, EITHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, ANY IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. DELL EXPRESSLY DISCLAIMS ALL WARRANTIES AS TO THE SERVICES PROVIDED HEREUNDER.
- N. **LIMITATION OF REMEDY.** YOUR EXCLUSIVE REMEDY AND DELL'S ENTIRE, COLLECTIVE LIABILITY IN CONTRACT, TORT OR OTHERWISE, UNDER THIS AGREEMENT IS THE REPAIR OF THE DEFECTIVE PRODUCT OR COMPONENTS IN ACCORDANCE WITH THIS AGREEMENT. IF DELL IS UNABLE TO MAKE SUCH REPAIR, YOUR EXCLUSIVE REMEDY AND DELL'S ENTIRE LIABILITY WILL BE THE PAYMENT OF ACTUAL DAMAGES NOT TO

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EXCEED THE CHARGE PAID BY YOU IN THE PRECEDING TWELVE (12) MONTHS OR, IF NO CHARGE WAS PAID, THE THEN-CURRENT PUBLISHED ANNUAL CHARGES FOR THIS AGREEMENT. UNDER NO CIRCUMSTANCES WILL DELL BE LIABLE TO YOU OR ANY OTHER PERSON FOR ANY DAMAGES, INCLUDING, WITHOUT LIMITATION, ANY INDIRECT, INCIDENTAL, SPECIAL, OR CONSEQUENTIAL DAMAGES, EXPENSES, COST, PROFITS, LOST SAVINGS OR EARNINGS, LOST OR CORRUPTED DATA, OR OTHER LIABILITY ARISING OUT OF OR RELATED TO THIS AGREEMENT, OR OUT OF THE INSTALLATION, DEINSTALLATION, USE OF, OR INABILITY TO USE THE PRODUCT, OR OUT OF THE USE OF ANY SERVICE MATERIALS PROVIDED HEREUNDER. THIS AGREEMENT GIVES YOU SPECIFIC LEGAL RIGHTS AND YOU MAY HAVE OTHER RIGHTS THAT VARY BY JURISDICTION OR LOCATION. SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OR LIMITATION OF (i) INCIDENTAL OR CONSEQUENTIAL DAMAGES OR (ii) IMPLIED WARRANTIES, SO THE ABOVE EXCLUSIONS MAY NOT APPLY.

© 2015 Dell Inc. All rights reserved. Trademarks and trade names may be used in this document to refer to either the entities claiming the marks and names or their products. Dell's terms and conditions of sale apply and can be located by referring to the text and the chart above titled "Dell Services Terms & Conditions". A printed hardcopy of Dell's terms and conditions of sale is also available upon request.

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## Exhibit A

### Severity Levels

Severity levels will be assigned to Qualified Incidents according to the table(s) below. "Severity 1" status is contingent on Customer purchasing optional "Mission Critical" enhanced services with Dell ProSupport.

#### Severity Levels and Dell Response for Products Purchased with Optional "Mission Critical" Service

Severity	Condition	Dell Response	Customer Role
1	Complete loss of critical business function, requiring immediate response.	Emergency dispatch in parallel with immediate telephone troubleshooting; quick Escalation Manager intervention.	Provide twenty-four (24) hours/day by seven (7) days/week appropriate staff/resources in support of issue resolution. Site-based senior management should be informed and engaged.
2	High impact, but imminent workaround or resolution available; twenty-four (24) hours/day by seven (7) days/week Customer resource allocation not available to aid Dell in its response.	Immediate telephone troubleshooting; Escalation Manager intervention if remote diagnosis has not been determined within 90 minutes of contact. Parts/labor dispatch when necessary after telephone troubleshooting and diagnosis.	Provide appropriate staff and resources to sustain continuous communication and work efforts. Site-based senior management informed and engaged.

#### Severity Levels and Dell Response for Products Purchased WITHOUT "Mission Critical" Service

Severity	Condition	Dell Response	Customer Role
2	High impact, but imminent workaround or resolution available; twenty-four (24) hours/day by seven (7) days/week Customer resource allocation not available to aid Dell in its response.	Immediate phone troubleshooting; Escalation Manager intervention if remote diagnosis has not been determined within ninety (90) minutes of contact. Parts/labor dispatch after telephone troubleshooting and diagnosis.	Provide appropriate staff and resources to sustain continuous communication and work efforts. Site-based senior management informed and engaged.
3	Minimal business impact.	Troubleshooting by telephone, parts/labor dispatched telephone troubleshooting and diagnosis.	Provide point-of-contact information for case and respond to Dell requests within twenty-four (24) hours.





## On-site Service Options

On-site response options vary depending on the type of service purchased and whether optional “Mission Critical” enhanced service was purchased with Dell ProSupport. If you purchased ProSupport with an on-site support service response level, your invoice indicates the applicable on-site service response level, which corresponds to the tables below. Provided all applicable terms and conditions set forth in this Service Description have been fulfilled, Dell will dispatch a service technician to the Customer’s business location for a Qualified Incident as necessary and pursuant to the Severity level and applicable on-site response table below.

If Customer or Customer’s authorized representative is not at the location when the service technician arrives, the service technician cannot service the Supported Product. The technician will leave a card to let Customer know he or she was there or attempt to contact Customer by telephone or email. Customer may be charged an additional charge for a follow-up service call.

### Dell ProSupport On-site Response WITH Mission Critical Enhanced Service

This Service when purchased in conjunction with “Mission Critical” enhanced service provides faster response times. Dell may initiate a critical situation (“Crit Sit”) process for severity level one (1) issues and issue emergency dispatches when required.<sup>3</sup>

#### On-site Response Levels Available for Purchase with Mission Critical Enhanced Service

Type of On-site Response	On-site Response Time <sup>4</sup>	Restrictions/Special Terms
2-Hour On-site Response with 6-Hour Repair Service	Technician typically arrives on-site within 2 hours after completion of telephone-based troubleshooting and often repairs the hardware within 6 hours of dispatch.	<ul style="list-style-type: none"> <li>Available 7 days each week, 24 hours each day - including holidays.</li> <li>Available within defined 2 hour response locations.</li> <li>Available on select models of Supported Products.</li> <li>2 Hour parts locations stock mission critical components, as determined by Dell, of Supported Products. Non-mission critical parts may be shipped using overnight delivery.</li> <li>Emergency dispatch in parallel with troubleshooting available for issues assigned a Mission Critical Severity Level 1 status.</li> </ul>
4-Hour On-site Response	Technician typically arrives on-site within 4 hours after completion of telephone-based troubleshooting.	<ul style="list-style-type: none"> <li>Available 7 days each week, 24 hours each day - including holidays.</li> <li>Available within defined 4 hour response locations.</li> <li>Available on select models of Supported Products.</li> <li>4 Hour parts locations stock mission critical components, as determined by Dell, of Supported Products. Non-mission critical parts may be shipped using overnight delivery.</li> <li>Emergency dispatch in parallel with troubleshooting available for issues assigned a Mission Critical Severity Level 1 status.</li> </ul>

<sup>3</sup> Emergency Dispatch for Mission Critical Severity Level 1 issues: Supported Products with both a Dell ProSupport and Dell ProSupport Mission Critical service contract with two (2) hour or four (4) hour on-site response will have an on-site technician dispatched, if necessary, in parallel with phone-based troubleshooting. Following completion of problem determination, a Dell analyst will determine if the issue requires parts to be dispatched.

<sup>4</sup> Not all response times are available in all countries and locations. Contact your sales representative for more information.



Type of On-site Response	On-site Response Time <sup>4</sup>	Restrictions/Special Terms
8-Hour On-site Response	Technician typically arrives on-site within 8 hours after completion of phone-based troubleshooting.	<ul style="list-style-type: none"> <li>Available 7 days each week, 24 hours each day - including holidays.</li> <li>Available within defined 8 hour response locations.</li> <li>Available only on select models of Supported Products.</li> <li>Non-mission critical parts may be shipped using overnight delivery.</li> <li>Emergency dispatch in parallel with troubleshooting available for issues assigned a Mission Critical Severity Level 1 status.</li> </ul>
Outside Continental United States ("OCONUS") Customers	Following remote troubleshooting, parts can be dispatched. On-site arrival times will depend on OCONUS Customer location and part-availability.	<ul style="list-style-type: none"> <li>Limited to Dell-approved (US only) OCONUS Customers.</li> <li>Availability limited to select products and locations. See <a href="http://content.dell.com/us/en/fedgov/fed-solutions-oconus.aspx?~ck=bt">http://content.dell.com/us/en/fedgov/fed-solutions-oconus.aspx?~ck=bt</a> for details.</li> <li>Federal Customers should consult OCONUS Service Locations in Customer's applicable separately-signed services agreement with Dell.</li> </ul>

## Dell ProSupport On-site Response WITHOUT Mission Critical Enhanced Service

### Standard On-site Response Levels Available for Purchase

Type of On-site Response	On-site Response Time <sup>4</sup>	Restrictions/Special Terms
4-Hour On-site Response	Technician typically arrives on-site within 4 hours after completion of telephone-based troubleshooting.	<ul style="list-style-type: none"> <li>Available 7 days each week, twenty-four (24) hours each day - including holidays.</li> <li>Available only within defined 4 hour response locations.</li> <li>Available only on select models of Supported Products.</li> <li>4 Hour parts locations stock mission critical components, as determined by Dell, of Supported Products. Non-mission critical parts may be shipped using overnight delivery.</li> </ul>
On-site Response	Following remote troubleshooting and diagnosis, a technician can usually be dispatched to arrive on-site the next business day.	<ul style="list-style-type: none"> <li>Available 5 days each week (Monday – Friday), 10 hours each day – excluding holidays.</li> <li>Calls need to be received before latest local ship time<sup>5</sup>, you will be advised of this during your call or contact your Dell representative for country specific details</li> <li>Available only on select models of Supported Products.</li> </ul>



Type of On-site Response	On-site Response Time <sup>4</sup>	Restrictions/Special Terms
Outside Continental United States ("OCONUS") Customers	Following remote troubleshooting, parts can be dispatched. On-site arrival times will depend on OCONUS Customer location and part-availability.	<ul style="list-style-type: none"> <li>• Limited to Dell-approved (US only) OCONUS Customers.</li> <li>• Availability limited to select products and locations. See <a href="http://content.dell.com/us/en/fedgov/fed-solutions-oconus.aspx?~ck=bt">http://content.dell.com/us/en/fedgov/fed-solutions-oconus.aspx?~ck=bt</a> for details.</li> <li>• Federal Customers should consult OCONUS Service Locations in Customer's applicable separately-signed services agreement with Dell.</li> </ul>

**For All Other On-site Response Service Options:**

Following completion of remote troubleshooting, diagnosis, and problem determination, a Dell analyst will determine if the Qualified Incident requires an on-site service technician and/or parts to be dispatched or if the issue can be resolved remotely.



## Exhibit B

### Other Service Response Options

**Return for Repair Service after Telephone–Based Troubleshooting.** If Customer has purchased a Supported Product that is not serviceable at Customer’s location, or if Dell determines that a repair option other than on-site service is required, then, after remote diagnosis and troubleshooting, Dell may provide service in accordance with one of the service options in the table below. Customer must immediately package the Supported Product and either mail or schedule carrier pickup on the same day, or the next available day to maintain Customer’s entitlement, and any delay by Customer in packaging and returning or arranging for return of the Supported Product will result in delayed response times.

Upon repair or replacement of the Supported Product, Dell will deliver the Supported Product to the carrier for return shipping to Customer. If non-Dell options added to Customer’s Supported Product are found to be the cause of the reported problem, a service charge may be applied and repair and return times may be delayed. Dell reserves the right to send Customer a whole replacement for the Supported Product or a replacement for portions of the Supported Product rather than repairing and returning the Supported Product that Customer sent for repair. Customer is obligated to pay at the then-current standard Dell price for any service parts removed from Customer’s Supported Product and not properly returned to Dell by Customer. Failure to timely pay for service parts not properly returned to Dell by Customer may result in suspension of Customer’s service under this Agreement in accordance with Section 2.B of the Additional Terms and Conditions Applicable to Support & Warranty-Related Services above. In the event that customer’s Supported Product is located in an area not currently serviced by a major common carrier or with limited service by one or more major common carriers, Dell’s normal repair service will be delayed. Return for Repair Service is not available in all countries and locations. Contact your sales representative for more information.

#### Other Service Response Options:

Service Response Level	Additional Options (if applicable)	Details
Return for Repair Service Options	Mail-in Service (MIS)	Mail-in Service is initiated by contacting Dell technical support as outlined above. During diagnosis, the Dell Technician will determine if the issue requires that the Supported Product be sent to a Dell-designated repair center to support a Qualified Incident. Typical cycle time, including shipping to and from the repair center, is 10 business days from the date Customer ships the Support Product to Dell.
	Carry-In Service (CIS)	Carry-In Service is a “drop-off” service initiated by contacting Dell technical support as outlined above. During the remote troubleshooting process, the Dell Technician will diagnose whether a hardware fault is the issue: If so, then the Customer will be asked to deliver the Supported Product to a Dell-designated repair center or shipping location (at the Customer’s cost). Standard service hours are local business hours, available 5 days per week (Monday – Friday), excluding local national holidays. Repairs of Qualified Incidents will be performed in accordance with the response time identified on Customer’s Order Documentation. Once the Supported Product has been repaired, Dell will contact Customer to make arrangements to retrieve it. Repair service level agreements may vary by country and city.



Return for Repair Service Options	Partner Led Carry-In Service (CIS) <sup>5</sup> (available in certain emerging markets in Europe, the Middle East and Africa)	Carry-In Service is a “drop-off” service initiated by either contacting or bringing the Supported Product to a Dell-designated repair center or shipping location (at the Customer’s cost). Standard service hours are local business hours, available 5 days per week (Monday – Friday), excluding local national holidays. Repairs of Qualified Incidents will be performed in accordance with the response time identified on Customer’s Order Documentation. Once the Supported Product has been repaired, The Dell Authorized Service Provider will contact Customer to make arrangements to retrieve it. Repair service level agreements may vary by country and city.
	Collect and Return Service  (available in certain countries in Europe, the Middle East and Africa countries and Asia Pacific Region)	Collect and Return Service is initiated by contacting Dell technical support as outlined above. If a Qualified Incident in the Supported Product is diagnosed and cannot be resolved through remote troubleshooting, a Dell representative will collect your Supported Product and take it to a Dell-designated repair center. This service method includes labor and the repair or replacement of parts in the main product unit, including monitor, keyboard, and mouse, if not ordered separately.
	Partner Led Collect and Return Service (CAR) <sup>6</sup> (available in certain emerging markets in Europe, the Middle East and Africa)	Collect and Return Service is initiated by contacting your Dell Authorized Service Provider. If a Qualified Incident in the Supported Product is diagnosed and cannot be resolved through remote troubleshooting, your Dell Authorized Service Provider will collect your Supported Product and take it to a Dell-designated repair center. Standard service hours are local business hours, available 5 days per week (Monday – Friday), excluding local national holidays. Repairs of Qualified Incidents will be performed in accordance with the response time identified on Customer’s Order Documentation. Once the Supported Product has been repaired, The Dell Authorized Service Provider will contact Customer to make arrangements to return it. This service method includes labor and the repair or replacement of parts in the main product unit, including monitor, keyboard, and mouse, if not ordered separately. Repair service level agreements may vary by country and city.
	Terms and conditions applicable to all Non-On-site Service Response Options.	Repairs of Qualified Incidents will be performed in accordance to the response time identified on Customer’s Order Documentation. Once the Supported Product has been repaired, it will be returned to the Customer.  <b>Shipping Procedures:</b> During diagnosis, the Dell Technician will provide instructions on how to return the product to the Dell-designated repair center. The Supported Product must be shipped to the address provided by the Dell Technician and prominently labeled with the “Return Authorization Number”. The Return Authorization Number will be provided by the Dell Technician. To expedite repair or replacement, enclose a brief description of the issue in writing. Package the product being returned in its original packaging. If the original packaging is not available, the Dell Technician may assist by providing packaging; however a fee may apply for this service. Dell will cover the cost of shipping the product to Dell and back to Customer.  <b>Shipping Precautions:</b> Customer should not send manuals, confidential, proprietary or personal information, or removable media such as floppy disks, DVDs, PC Cards, etc. Dell is not responsible for lost or corrupted data, damaged or lost media, or Customer’s confidential, proprietary or personal information.

<sup>5</sup> Partner Led Carry-In Service (CIS) is performed by Dell Authorized Service Providers.

<sup>6</sup> Partner Led Collect and Return Service (CAR) is performed by Dell Authorized Service Providers.



Service Response Level	Additional Options (if applicable)	Details
Parts-Only Service	N/A	For Customers with Parts-Only Service, Dell will enable Customer to request replacement parts to support a Qualified Incident(s). Dell may provide whole unit exchanges rather than the exchange of individual parts, in which case Dell includes a prepaid shipping container with each replacement part for Customer to use to return the original defective part to Dell. Parts-Only Service includes limited telephone support to qualify the failing component – the telephone support does not include remote trouble-shooting or other types of remote assistance.
Advanced Exchange Service	N/A	For Customers with Advanced Exchange Service, Dell may ship a replacement product to the Customer’s business location to support a Qualified Incident. The replacement product will be shipped via ground shipping. In some instances, at Dell’s discretion, an on-site service technician may also be dispatched to replace/ install the replacement product. Upon receipt of the replacement product, Customer must return the defective Supported Product to Dell by taking the defective Supported Product to the designated return carrier location within 3 business days. If Dell determines that Customer’s Supported Product cannot be returned at a carrier location and Customer must return the Supported Product via a mail-in return method, then the packaging, shipping instructions, and a pre-paid shipping waybill will ordinarily be dispatched to Customer’s site with the replacement product. Upon receipt of the replacement product, Customer will immediately package the Supported Product and either mail or schedule carrier pickup on the same day, or the next available day. Should the Customer fail to return the defective item, a fee may be charged.



## Exhibit C

### Additional Provisions for Personal, Family, or Household Purchases

Dell offers certain products for personal, family, or household use. The following terms apply to customers who purchase such products for the customer's own personal, family, or household use and not for resale, research, business, or other purposes ("Consumers"). The term "Agreement" in this [Exhibit C](#) refers to this Service Description.

- A. CANCELLATION.** If you purchased this service from a seller other than Dell, please see your sales receipt or other sales documentation for return policy, and please visit your original place of purchase for returns, cancellations, or refunds. FOR CUSTOMERS WHO PURCHASED FROM DELL, YOU MAY CANCEL THIS AGREEMENT BY PROVIDING TO DELL AT LEAST THIRTY (30) DAYS WRITTEN NOTICE OF THE DECISION TO CANCEL. DELL WILL ISSUE A REFUND TO YOU FOR ANY UNUSED PORTION OF THE SERVICE TERM FOR WHICH YOU HAVE PAID. IF MORE THAN THIRTY (30) DAYS HAVE TRANSPIRED FOR THE CURRENT CONTRACT YEAR, THEN A REFUND WILL NOT BE PAID FOR THAT CURRENT CONTRACT YEAR. THE BASE LIMITED HARDWARE WARRANTY MAY NOT BE CANCELLED. CANCELLATION OF EXTENDED WARRANTIES OR ADDITIONAL SERVICES AT ANY TIME AFTER THE ORDER IS PLACED MAY REDUCE ANY APPLICABLE DISCOUNT AND MAY REQUIRE RETURN OF THE COMPLETE PRODUCT. DELL MAY IMMEDIATELY CANCEL THIS AGREEMENT AND YOU WILL NOT BE ENTITLED TO A REFUND IF YOU FAIL TO ABIDE BY ALL OF THE TERMS AND CONDITIONS SET FORTH IN THIS SERVICE DESCRIPTION, IF YOU FAIL TO MAKE ANY PAYMENT WHEN DUE, IF YOU FAIL TO PROVIDE A LOCATION AT YOUR HOME THAT IS CONDUCIVE TO PRODUCT REPAIR, IF YOU INSIST ON SERVICE TO BE PROVIDED AT VARYING LOCATIONS, IF YOU FAIL TO PROPERLY RESTRAIN A PET, IF YOU ARE ABUSIVE OR REFUSE TO COOPERATE WITH OUR TECHNICIAN, IF YOU THREATEN OUR TECHNICIAN EITHER VERBALLY OR PHYSICALLY, OR IF YOUR LOCATION OR THE GENERAL AREA WHERE THE PRODUCT IS LOCATED IS INFESTED WITH INSECTS, RODENTS, PESTS, BIOHAZARDS, HUMAN OR ANIMAL EXCREMENT AND/OR CHEMICALS AS REASONABLY DETERMINED TO BE UNSAFE BY OUR TECHNICIAN. If Dell cancels this Service, Dell will send Customer written notice of cancellation at the address indicated on Customer's invoice or the last-known address in Dell's records. 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 sends notice of cancellation to Customer. Local law may require other cancellation provisions that may not be varied by agreement. State-specific cancellation provisions that may apply to United States Consumers are detailed in the State-Specific section below.
- B. State-Specific Provisions.** The terms stated in this section are specific to warranties and services purchased for a separate charge in certain states. If you are not a permanent resident of the state identified in each paragraph below at the time you purchase the service for a separate charge, then you are not eligible for these rights and/or remedies. We are not obligated to provide the service under these terms except in the states specified below.
- Alabama, Georgia and Kentucky Customers. The obligations of Dell under this Agreement are backed by the full faith and credit of Dell.
  - California Customers. You may cancel this Agreement at any time by following the procedures for cancellation set forth in this Agreement. If you cancel this Agreement within 30 days of receipt of this Agreement, you will receive a full refund if no claims have been made against the contract. If any claim has been made against the contract, then you will receive a pro-rata refund based on the retail value of any service performed. If you cancel this Agreement after thirty (30) days of your receipt of this Agreement, you are entitled to a pro-rata refund as follows: Refund = The Total Price minus (a) the number of days from the date you receive the covered hardware until we receive notice of your cancellation divided by the term of this Agreement; (b) 0.1 multiplied by the Total Price; and (c) the cost of any repair or replacement provided to you before cancellation.
  - Illinois Customers. You may cancel this Agreement at any time by following the procedures for cancellation set forth in this Agreement. If you cancel this Agreement after thirty (30) days of your receipt of this Agreement, you are entitled to a pro-rata refund as follows: Refund = The Total Price minus (a) the number of days from the date you receive the covered hardware until we receive notice of your cancellation divided by the term of



this Agreement; (b) 0.1 multiplied by the Total Price; and (c) the cost of any repair or replacement provided to you before cancellation.

- Florida Customers. The terms stated in this paragraph are specific to permanent residents of Florida who purchase both the hardware and this Agreement for personal, family or household purposes. If you are not a permanent resident of Florida at the time you purchase the hardware and this Agreement for personal, family or household purposes, then you are not eligible for these rights and/or remedies. You may cancel this Agreement at any time by following the procedures for cancellation set forth in this Agreement. In the event you cancel this Agreement, you are entitled to a refund, which shall be based upon 90 percent of the unearned pro-rata purchase price less any claims that have been paid or less the cost of repairs made on your behalf. In the event the contract is canceled by Dell, the refund shall be based upon 100 percent of the unearned pro-rata purchase price. Arbitration of any and all claims and disputes arising solely out of the terms and conditions of this Agreement is non-binding unless the parties agree in writing at the time a claim is asserted or a demand for arbitration is made that both parties want the arbitration to be binding. This Agreement shall be governed by the laws of the State of Texas; however, to the extent such governing law is expressly prohibited by Florida's laws governing service warranty associations in certain instances, then the laws of Florida shall govern in such instances. No fees for service transfer or downgrading due to geographic limitations apply. If service downgrades are required as a result of transferring the hardware to a new location, then you may cancel this Agreement and receive a pro-rata refund as set forth immediately above. Dell Marketing L.P. is a licensed service warranty association in Florida, and it is the issuer of this Agreement.
- Hawaii Customers. If you cancel this Agreement pursuant to the procedures for cancellation set forth in this Agreement and we fail to refund the purchase price of this Agreement to you within forty-five (45) days after your cancellation, we are obligated to pay you a penalty of 10% per month of the amount of the refund due and owing to you. Your right to cancel this Agreement only applies to the original owner of the Agreement and may not be transferred to subsequent owners of the Agreement. The obligations of Dell under this Agreement are backed by the full faith and credit of Dell.
- Maine Customers. You may cancel this Agreement at any time by following the procedures for cancellation set forth in this Agreement. If you cancel this Agreement within twenty (20) days after we sent the Agreement to you or within ten (10) days of delivery if the Agreement was provided to you at the time of sale and you have not made a claim under this Agreement, then this Agreement is void and Dell shall refund to the Agreement holder, or credit the account of the Agreement holder for the full purchase price of the Agreement and any sales tax refund required by state law. The right to void this Agreement as provided in this subsection is not transferable and shall apply only to the original purchaser of the Agreement, and only if no claim has been made prior to the return of the Agreement to Dell. If you cancel this Agreement pursuant to the procedures for cancellation set forth in this Agreement and we fail to refund the purchase price of this Agreement to you within forty-five (45) days after your cancellation, we are obligated to pay you a penalty of 10% per month of the amount of the refund due and owing to you. After the applicable twenty (20) or ten (10) day period has lapsed or if a claim has been made under the Agreement during that time period, you may cancel the Agreement and we will refund to you 100% of the unearned pro rata provider fee, less any claims paid. An administrative fee not to exceed 10% of the provider fee may apply. If Dell cancels this Agreement, Dell shall mail a written notice to the owner of this Agreement at the last known address of such owner that is contained in our records at least fifteen (15) days prior to cancellation by Dell and the notice will state the effective date of the cancellation and reason for the cancellation. If this Agreement is cancelled by Dell for a reason other than non-payment of the provider fee, Dell will refund to you 100% of the unearned pro rata provider fee, less any claims paid. An administrative fee not to exceed 10% of the provider fee may apply upon cancellation by Dell. Obligations of the provider under this Agreement are backed by the full faith and credit of Dell.
- Maryland Customers. If you return the service contract within twenty (20) days of the date the contract was mailed to you, or the date the contract was delivered to you if it was delivered at the time of sale, and if no claim has been made under the contract, the service contract will be void and Dell will refund to you, or credit





your account, the full purchase price of the service contract. If we fail to refund the purchase price of the service contract to you within forty-five (45) days after your cancellation, we are obligated to pay you a penalty equal to ten (10) percent of the value of the consideration paid for the service contract for each month that the refund is not paid or credited. Your right to void this service contract is not transferrable and applies only to the original purchaser of the service contract, and only if no claim has been made prior to cancellation.

- Massachusetts Customers. You may cancel this Agreement at any time by following the procedures for cancellation set forth in this Agreement. If you cancel this Agreement within twenty (20) days after we sent the Agreement to you or within ten (10) days of delivery if the Agreement was provided to you at the time of sale and you have not made a claim under this Agreement, then this Agreement is void and Dell shall refund to the Agreement holder, or credit the account of the Agreement holder or other payer of record, if different, for the full purchase price of the Agreement. The right to void this Agreement as provided in this subsection is not transferable and shall apply only to the original purchaser of the Agreement, and only if no claim has been made prior to the return of the Agreement to Dell. If you cancel this Agreement pursuant to the procedures for cancellation set forth in this Agreement and we fail to refund the purchase price of this Agreement to you within forty-five (45) days after your cancellation, we are obligated to pay you a penalty of 10% per month of the amount of the refund due and owing to you. If Dell cancels this Agreement, Dell shall mail a written notice to the owner of this Agreement at the last known address of such owner that is contained in our records at least five (5) days prior to cancellation by Dell. Prior notice is not required if Dell cancels due to: nonpayment; a material misrepresentation; or a substantial breach of duties by the service contract holder relating to the covered product or its use. Obligations of the provider under this Agreement are backed by the full faith and credit of Dell.
- Montana Customers. Obligations of the provider under this Agreement are backed by the full faith and credit of the provider.
- Nevada Customers. You may cancel this Agreement at any time by following the procedures for cancellation set forth in this Agreement. If you cancel this Agreement within twenty (20) days after your receipt of this Agreement and you have not made a claim under this Agreement, you are entitled to a full refund of the Total Price. If you cancel this Agreement any time after twenty (20) days after your receipt of this Agreement or if you cancel this Agreement and have made a claim at any time under this Agreement, you are entitled to a refund of the unearned premium calculated on a pro rata basis, minus a cancellation fee of 10% of the Total Price. We may cancel this Agreement for any reason within seventy (70) days after your receipt of this Agreement. We may cancel this Agreement thereafter only if:
  - You fail to pay an amount when due;
  - You are convicted of a crime that results in additional service under this Agreement;
  - It is discovered that you committed fraud or made a material misrepresentation in obtaining this Agreement or submitting a claim;
  - It is discovered that you engaged in an act or omission, or violated a condition of this Agreement, after the date of this Agreement which substantially and materially increases the service due under this Agreement; or
  - A material change occurs to the nature or scope of the service that causes it to be substantially and materially increased beyond that contemplated as of the date of this Agreement.

If we cancel or suspend this Agreement as provided above, we will send you written notice at the address indicated in our records. The notice will include the effective date of the cancellation or suspension, which will not be less than fifteen (15) days after the date we send you the notice of cancellation or suspension, and you will have the right to contact us to cancel the contract in lieu of suspension. In addition, in the case of cancellation, you will be entitled to a refund of the unearned premium calculated on a pro rata basis. If we fail to deliver to you within forty-five (45) days any unearned premium to which you are entitled as provided above, you will be entitled to an additional amount equal to 10% of the Total Price for every thirty (30) days such refund is delayed beyond the 45-day period. You are not required to pay a deductible to receive the



service. The service covers only the types of defects expressly identified in this Agreement. Any other defects in the hardware existing prior to the date of this Agreement are not covered by the service. Repairs initiated or completed without Dell's prior approval will not be covered under this service contract. The obligations of Dell under this Agreement are backed by the full faith and credit of Dell Inc. This Agreement shall be governed by the laws of the State of Nevada. The arbitration provisions of this Agreement shall not apply to disputes arising solely from this Agreement. Dell may assign its administrative obligations to a third party that is registered in Nevada but may not transfer its provider obligations unless the new provider files its own service contract in compliance with NEV. REV. STAT. ANN. §§ 690C.010, et seq.

- New York Customers. If you cancel this Agreement pursuant to the procedures for cancellation set forth in this Agreement and we fail to refund the purchase price of this Agreement to you within thirty (30) days after your cancellation, we are obligated to pay you a 10% penalty per month of the amount of the refund due and owing to you. The obligations of Dell under this Agreement are backed by the full faith and credit of Dell. In addition to the services specified under this Agreement, Dell will provide repair and replacement services as to defects in materials or workmanship, or wear and tear, to the extent provided in Dell's Limited Hardware Warranty (see <http://www.dell.com/warranty> ), including any warranty extensions, the provisions of which Limited Hardware Warranty are incorporated by reference herein. Dell's Limited Hardware Warranty may be included with the purchase and in the price of the covered hardware. Such incorporation by reference shall not enlarge or diminish your rights or Dell's obligations under the Limited Hardware Warranty, provided, however, the duration of this Agreement shall not extend beyond the duration of the Limited Hardware Warranty (including any warranty extensions). In the event of a conflict between the provisions of this Agreement and the Limited Hardware Warranty, the provisions of this Agreement shall control.
- North Carolina Customers. You are entitled to written notification before the sale of a service agreement that the purchase of a service agreement is not required either to purchase or obtain financing on the covered hardware. You may cancel this Agreement at any time by following the procedures for cancellation set forth in this Agreement. If you cancel this Agreement after thirty (30) days of your receipt of this Agreement, you are entitled to a pro-rata refund as follows: Refund = The Total Price minus (a) the number of days from the date you receive the covered hardware until we receive notice of your cancellation divided by the term of this Agreement; (b) 0.1 multiplied by the Total Price; and (c) the cost of any repair or replacement provided to you before cancellation.
- Oklahoma Customers. Dell Inc. shall be considered the obligor on the service obligations hereunder.
- Oregon Customers. The obligations of Dell Marketing L.P. under this Agreement are backed by the full faith and credit of Dell Inc. The contact information for both Dell Marketing L.P. and Dell Inc. is One Dell Way, Round Rock, TX 78682, Attn: Service and Support Department, (800) 624-9897. The arbitration provisions in this Agreement shall not apply to disputes arising solely from this Agreement. This Agreement shall be governed by the laws of the State of Oregon.
- South Carolina Customers. If you cancel this Agreement pursuant to the procedures for cancellation set forth in this Agreement and we fail to refund the purchase price of this Agreement to you within forty-five (45) days after your cancellation, we are obligated to pay you a 10% penalty per month of the amount of the refund due and owing to you. Your right to cancel this Agreement only applies to the original owner of the Agreement and may not be transferred to subsequent owners of the Agreement. If we cancel this Agreement, we will send you written notice of the cancellation at least fifteen (15) days prior to the effective date of cancellation. The obligations of Dell under this Agreement are backed by the full faith and credit of Dell. If we do not timely resolve such matters within sixty (60) days of proof of loss, you may contact the South Carolina Department of Insurance, Post Office Box 100105, Columbia, South Carolina 29202-3105, or (800) 768-3467.
- Texas Customers. If you cancel this Agreement pursuant to the procedures for cancellation set forth in this Agreement and we fail to refund the purchase price of this Agreement to you within forty-five (45) days after your cancellation, we are liable to you for a penalty of no more than 10% per month of the amount of the refund due and owing to you. Your right to cancel this Agreement only applies to the original owner of the



Agreement and may not be transferred to subsequent owners of the Agreement. The obligations of Dell under this Agreement are backed by the full faith and credit of Dell. Any unresolved complaints concerning Dell or questions concerning the regulation of service contract providers may be addressed to: Texas Department of Licensing and Regulation, P.O. Box 12157, Austin, Texas 78711-2157, telephone (512) 4636599 or (800) 803-9202 (within Texas).

- Washington Customers. If you cancel this Agreement pursuant to the procedures for cancellation set forth in this Agreement above and we fail to refund the purchase price of this Agreement to you within thirty (30) days after your cancellation, we are obligated to pay you a penalty of 10% per month of the amount of the refund due and owing to you. Your right to cancel this Agreement only applies to the original owner of the Agreement and may not be transferred to subsequent owners of the Agreement. If we cancel this Agreement as provided above, we will send you written notice at the address indicated in our records at least twenty-one (21) days prior to the effective date of that cancellation. The notice will state the effective date of the cancellation the true and actual reason for the cancellation. The obligations of Dell under this Agreement are backed by the full faith and credit of Dell. The arbitration provisions in this Agreement do not apply to the extent those provisions are expressly prohibited by Washington law. Those laws, including Wash. Rev. Code 48.110.070(14) and the state Uniform Arbitration Act (Wash. Rev. Code 7.04A et seq.), may give you certain rights, such as a right to arbitrate in Washington at a location in closest proximity to your permanent residence (unless you and Dell agree otherwise).
- Wisconsin Customers. This Agreement is subject to limited regulation by the Office of the Commissioner of Insurance. Dell Inc. shall be considered the obligor on the service obligations hereunder.
- Wyoming Customers. The arbitration provisions in this Agreement do not apply to the extent those provisions are expressly prohibited by Wyoming law. Those laws may give you certain rights, such as the right to voluntarily enter into a written agreement to arbitrate, and, to the extent required by Article 19, Section 8 of the Constitution of the State of Wyoming, arbitration of any and all claims and disputes arising solely out of the terms and conditions of this Agreement is non-binding unless the parties agree in writing that both parties want the arbitration to be binding. The final determination in any proceeding instituted pursuant to the arbitration provisions set forth in this Agreement may be submitted to a court of competent jurisdiction in accordance with Sections 1-36-101 to -119 of the Wyoming Statutes. This Agreement shall be governed by the laws of the State of Texas; however, to the extent such governing law is expressly prohibited by Wyoming's laws governing service contract providers in certain instances, then the laws of Wyoming shall govern in such instances. The obligations of the provider under this service contract are backed by the full faith and credit of the provider. If you cancel this Agreement within thirty (30) days after this Agreement was provided to you and no claims have been made against this Agreement, then this Agreement is void and we shall refund to the Agreement holder, or credit the account of the Agreement holder, with the full purchase price of the Agreement. The right to void the Agreement as provided in the preceding sentence is not transferable and shall apply only to the original Agreement purchaser. If you cancel this Agreement after thirty (30) days of your receipt of this Agreement, you are entitled to a pro-rata refund as follows:
  - Refund = The Total Price minus (a) the number of days from the invoice date or other start date noted on your invoice or information page until we receive notice of your cancellation divided by the term of this Agreement; (b) 0.1 multiplied by the Total Price; and (c) the cost of any repair or replacement provided to you before cancellation. A 10% penalty per month shall be added to a refund that is not paid within 45 days after return of the service contract.

If Dell cancels this Agreement, Dell shall mail a written notice to the holder of this Agreement at the last known address of such holder that is contained in our records at least ten (10) days prior to cancellation by Dell, and the notice shall state the effective date of cancellation and the reason for cancellation. Prior notice is not required if Dell cancels due to non-payment of the provider fee, a material misrepresentation by the Agreement holder to Dell, or a substantial breach of duties by the Agreement holder relating to the covered product or its use.

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Dell - Internal Use - Confidential

