



BY ACCEPTING THE SERVICES AND SUPPORT DESCRIBED ON YOUR INVOICE, YOU AGREE TO BE BOUND BY AND ACCEPT THE TERMS AND CONDITIONS HEREIN. PLEASE READ THIS AGREEMENT IN ITS ENTIRETY. THESE TERMS AND CONDITIONS (THIS "AGREEMENT") WILL SUPPLEMENT, AND IF IN CONFLICT WITH WILL CONTROL, THE TERMS AND CONDITIONS OF ANY APPLICABLE SIGNED AGREEMENT BETWEEN YOU AND DELL (INCLUDING WITHOUT LIMITATION, DELL'S STANDARD KEY CUSTOMER PURCHASE AGREEMENT) OR, IN THE ABSENCE OF SUCH AN AGREEMENT, DELL'S STANDARD "U.S. CONSUMER TERMS OF SALE-DIRECT" FOR CONSUMER CUSTOMERS PURCHASING DIRECTLY FROM DELL OR "DELL'S RETAIL PURCHASER END-USER AGREEMENT" FOR CONSUMER CUSTOMERS PURCHASING THROUGH A THIRD PARTY RETAILER (see <http://www.dell.com/terms>). DELL'S STANDARD INVOICE CONTAINING A DESCRIPTION OF THE PRODUCT YOU PURCHASED IS HEREBY INCORPORATED BY REFERENCE IN ITS ENTIRETY INTO THIS AGREEMENT. THIS AGREEMENT IS BETWEEN YOU AND DELL MARKETING L.P. OR THE DELL ENTITY AS SPECIFIED IN THE AFOREMENTIONED SIGNED AGREEMENT OR THE APPLICABLE STANDARD DELL TERMS AND CONDITIONS ("DELL", "WE", "US", OR "OUR"). ALL CAPITALIZED TERMS AND CONDITIONS NOT DEFINED HEREIN SHALL HAVE THE MEANING SPECIFIED IN THE AFORMENTIONED SIGNED AGREEMENT OR DELL'S STANDARD INVOICE TERMS AND CONDITIONS. **THIS AGREEMENT REQUIRES THE USE OF ARBITRATION ON AN INDIVIDUAL BASIS TO RESOLVE DISPUTES, RATHER THAN JURY TRIALS OR CLASS ACTIONS.**

Introduction

Dell is pleased to provide Accidental Damage Service (the "Service") in accordance with this Service Description ("**Agreement**" or "**Service Description**"). For your one-time payment to Dell as specified on your invoice, information page, or other order confirmation (the "Total Price") for each product ("Supported Product") plus any applicable sales or similar taxes, Dell will provide the Dell Accidental Damage Service ("Service") in accordance with this Agreement for the term of Service specified on such invoice, information page, or other order confirmation. Dell Marketing L.P., One Dell Way, Round Rock, Texas 78682 is the only party obligated to provide service under this Agreement.

The Scope of Your Service Agreement

You must pay a separate Total Price for each Supported Product you wish to be covered by this Agreement. For example, a printer purchased with a notebook system is not covered by the notebook system's service contract. Instead, the printer and the notebook will each need their own service contract. When the Service is purchased for a desktop system, both the desktop and the monitor purchased with the desktop will be covered under the service contract. With regard to each Supported Product covered by this Agreement the following general terms, conditions and exclusions shall apply:

During the term of this Agreement and subject to the limitations in this Agreement, we will repair or replace the Supported Product as necessary to correct any damage to the Supported Product which occurs during the usual and customary usage of the Supported Product and is caused by either accidental damage from handling (including drops and spills) or an electrical surge.



Only parts built in or on the base unit of the Supported Product, including parts or accessories that are required for regular operation of the base unit and shipped at point of sale, such as internal memory, built-in LCD, internal components/switches, built-in buttons, drawers, lids or panels, remote controls, or cables are covered.

This Agreement does not cover externally-attached computers, peripherals, or other devices that may work in conjunction with the Supported Product, and this Agreement does not cover components, cases, television or monitor wall mounts, wiring, or items classified as "accessories" or "consumables" and not built in or on the base unit of the Supported Product, such as batteries that are out of warranty, light bulbs, disposable/replaceable print/ink cartridges, print or photo paper, memory disks, memory cards, SIM cards, disposable memory devices, wire connections, carrying cases, stylus pens, docking stations, external modems, external speakers, game devices, game disks, secondary monitors, external mouse for notebooks, external keyboard for notebooks, or other input/output devices, any other components not internal to the Supported Product for which you purchased Service, or other parts/components requiring regular user maintenance.

If we repair your Supported Product, you understand and agree that we may replace original parts with new or used parts from the original manufacturer, or a different one. Replacement parts will be functionally equivalent to the original parts. In our discretion, we may designate an affiliated company or contract with a third party to complete repairs on the Supported Product.

If we decide that it is necessary to replace the Supported Product rather than repair it, you will receive a Supported Product equivalent to or better than the Supported Product you originally purchased from us, as determined by us in our sole and reasonable discretion.

For any incident that Dell determines is eligible for Service under this Agreement (a "Qualified Incident"), Service coverage is limited to one Qualified Incident per Supported Product per 12 month period commencing from the start date of the term of Service. The ability to submit an incident does not accumulate or carry over to any subsequent 12 month period. However, each Qualified Incident will be applied to the 12 month period during which it is reported, even if such incident is resolved during a subsequent period. Once the Qualified Incident limit is reached, Dell may offer to repair Customer's product for an additional charge.

This is not a contract of insurance. Please read this Agreement carefully.

Service Response Level. When you request Service, you must allow Dell to evaluate the Supported Product to determine whether the product qualifies for Service. Dell's technical support agent will inform you of the options available to you to ship your Supported Product to Dell for evaluation and repair. So long as you follow our directions, as specified in the "Cooperate with Technician" section below, Dell will pay all shipping charges for return of the Supported Product to Dell's service facility. In some instances, Dell may make other evaluation and repair methods available to you as part of the Service.

Hardware Only. This Agreement is for hardware only. This Service does not cover software. This software exclusion includes but is not limited to: 1) any defects in or damage (including without limitation virus-inflicted damage) to software preloaded on, purchased with or otherwise loaded on the Supported Product and 2) any software loaded through Custom Factory Integration. In addition,



this Service does not cover any other items added through Custom Factory Integration. We will exercise reasonable efforts to, but this Agreement does not guarantee that we will, repair or replace non-software Custom Factory Integration items that may otherwise be excluded components.

Service Limitations. This Agreement does not cover and we are not obligated to repair or replace:

- Any damage to or defect in the Supported Product that is cosmetic. Under this Agreement, we are not obligated to repair wear and tear on the Supported Product and other superficial items, such as scratches and dents that do not materially impair your use of the Supported Product.
- Any Supported Product that anyone other than Dell or a person we designate has tried to repair. We will not reimburse you for any repairs that you or another person make or attempt to make to the Supported Product.
- Any Supported Product that suffers damage in connection with or as a result of incorrect or inadequate Customer Installation. "Customer Installation" shall include any of the following performed by the Customer or any third party on behalf of the customer: (1) unpacking or moving the Supported Product (2) installation or mounting of a Supported Product to a wall or other structure (or removal of the same following installation) and (3) affixing of brackets or other weight bearing devices designed for mounting or attachment to a wall or other structure (or removal of the same). Customer Installation does not include installation services purchased from Dell.
- Any Supported Product that is lost or stolen. To receive repair or replacement of a Supported Product, you must return the damaged Supported Product to us in its entirety.
- Any Supported Product that is damaged by fire from an external source or that is intentionally damaged or damaged by misuse, abuse, failure to follow instructions provided with the Supported Product, or use of the Supported Product in an incorrect environment. If we find evidence of intentional damage, misuse, abuse, failure to follow instructions provided with the Supported Product, or use of the Supported Product in an incorrect environment, we are not obligated to repair or replace the Supported Product.
- Any recovery or transfer of data stored on the Supported Product. You are solely responsible for all data stored on the Supported Product, and it is your responsibility to complete a backup of all existing data, software, and programs on affected products before receiving services (including telephone support) or shipping products back to Dell. In addition, you are responsible for removing any confidential, proprietary, or personal information and any removable media such as SIM cards, memory cards, CDs, or PC cards. We do not provide you any data recovery services under this Agreement. However, if Dell determines that replacement of a storage device or hard drive is necessary, we will reload, at no charge to you, the then-current version of major application and operating system software you originally purchased from us, including any installed Custom Factory Integration applications. We do not, however, represent or warrant and this Agreement does not obligate us to ensure that any installed Custom Factory Integration applications will be compatible with the replacement Supported Product.
- Preventive maintenance. It is not necessary that you perform any preventive maintenance



on the Supported Product to obtain repair or replacement of a Supported Product covered by this Agreement.

- Except as specifically provided herein, any other damages that do not arise from defects in materials or workmanship or ordinary and customary usage of the covered Supported Product.
- Any damages arising from acts of God such as, but not limited to, lightning, flooding, tornado, earthquakes, and hurricanes.

Additional Limitations for Service Purchased After the Purchase of the Supported Product. Where allowed by law, this Service may also be available for purchase after the date that Customer purchased a product. In those instances, the following conditions and limitations apply:

- **Requests for Service for the Supported Product cannot be presented until 30 days after the Service's purchase date, as indicated on Customer's invoice, information page or other order confirmation; provided however, that the 30-day waiting period will not apply to Customers who extend their service period prior to the expiration of the preceding service term.**
- Customer is responsible for ensuring that the Supported Product is in normal operating condition at the time Service is purchased. Under no circumstances will Dell be responsible for Service for any damage or defect that existed prior to the Customer's purchase of Service.
- Dell reserves the right to inspect the Supported Product to confirm that it is in normal operating condition. Dell may, for an additional charge, offer Customer repair options to return the underlying product to normal operating condition.
- If, upon inspection, Dell determines that the damage or defect for the Supported Product existed before the Service was purchased, then the request for Service will be denied.

Geographic Limitations & Relocation. This Service will be delivered to the site(s) indicated on the Customer's invoice, or other order confirmation. Dell is not obligated to provide Service for any Supported Product located outside of the country or site(s) indicated on Customer's invoice or other order confirmation. Service options, including service levels, technical support hours and onsite/in-home response times will vary by geography and certain options may not be available in Customer's location. Dell's obligation to provide Service for a relocated Supported Product is subject to local Service availability and may be subject to additional fees as well as inspection and recertification of the relocated Supported Product at Dell's then current time and materials consulting rates. Support outside of the country in which Customer purchased this Service 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). In addition, out of country support will not include any whole unit replacements. Please contact a Dell technical support analyst for additional details. Customer will provide Dell with sufficient and safe access to Customer's facilities at no cost to Dell for Dell to fulfill Dell's obligations.



How to Contact Dell If You Require Service

Chat and E-mail Support

Dell technical support service may be contacted through instant online chat or e-mail available at www.support.dell.com

Telephone-Based Support:

For telephone support requests, contact your Dell support center at 1-800-624-9896 to speak to a technical support analyst. When you call, diagnosis or troubleshooting under your Dell Limited Hardware Warranty (see www.Dell.com/Warranty), or other underlying warranty or service contract (see www.Dell.com/ServiceContracts) may be required prior to receiving Service under this Agreement. The hours of support shall not include holidays. Please contact your Dell sales or support analyst for additional details. Dell is not liable for any failure or delay in performance due to any cause beyond its control.

General customer responsibilities

Cooperate with Technician. You must cooperate with the technician to ensure that the Supported Product is properly serviced. When you call, a Dell technician will both ask for the Service Tag number located on your Supported Product and verify your purchase of the Service.

The technician will then ask you a series of questions to assess the extent and cause of damage to the Supported Product. These diagnostic and troubleshooting steps may require more than one call or an extended session, and you may be asked to access the inside of your Supported Product where safe to do so.

If your issue is covered by this Service and that issue is not resolved remotely, then, at our discretion following completion of remote diagnosis or troubleshooting, the technician may send you a replacement part for you to install on the Supported Product.

In some cases, where we can determine over the telephone that a replacement part or Supported Product will be necessary, we may in our discretion, offer to provide a replacement part or product ("Replacement Item") to you immediately (an "Advanced Exchange"). Dell may require a valid credit card number and credit authorization or payment for the Replacement Item from you prior to sending you such Replacement Item. We will not charge your credit card for the Replacement Item, or we will refund your payment for such Replacement Item as long as: 1) you return the original part or product to us within 10 days of your receipt of the Replacement Item and 2) we confirm that your product issue is covered under the terms of this Agreement. If we do not receive your original part or product within 10 days, we will charge your credit card for the then-current standard price for the Replacement Item, or, if payment was required in advance of shipment, will not refund your payment. If upon receipt of your original part or product, we determine that your product issue is not covered under the terms of this Agreement, then you will be given the opportunity to return the Replacement Item, at your sole expense, within ten (10) days from the date we contact you regarding the lack of coverage for your issue, and if you do not return the Replacement Item, then we will charge your



credit card for the then-current standard price for the Replacement Item, or, if payment was required in advance of shipment, then we will not refund your payment. If you require a Replacement Item but do not wish to provide credit authorization or payment pursuant to this paragraph, you will not receive an Advanced Exchange, but you can receive a Replacement Item by first returning the original part or product to Dell.

When returning a Supported Product for replacement, unless otherwise directed by your Dell tech support agent, do not include parts not sent to you for replacement (such as battery, battery pack cover, SIM card, memory card, etc.). Dell will not be responsible for any data or voice charges incurred as a result of Customer's failure to remove all SIM cards inside Products returned to Dell. In addition, when returning your Product for replacement, do not send external parts (such as cords, cables, controls, or lens caps).

Payment. Service is only available with the purchase of a Dell product for which Dell currently offers Dell Accidental Damage Service, but it is not necessary that you purchase the Service to buy a Supported Product from us. Our invoice, information page, or other order confirmation issued to you for the Supported Product will indicate whether you purchased Dell Accidental Damage Service, and will serve as your receipt. In addition, the Supported Product will be tagged with a serial number that will indicate your purchase of the Service (the "**Service Tag**").

Limitation of Liability. NEITHER DELL MARKETING L.P. NOR ITS AFFILIATES, PARTNERS, OFFICERS, DIRECTORS, EMPLOYEES OR AGENTS ARE LIABLE TO YOU, OR ANY SUBSEQUENT OWNER OR OTHER USER OF THE SUPPORTED PRODUCT, FOR ANY INCIDENTAL OR CONSEQUENTIAL DAMAGES, INCLUDING, BUT NOT LIMITED TO, LIABILITY OR DAMAGES FOR THE SUPPORTED PRODUCT NOT BEING AVAILABLE FOR USE, LOSS OR CORRUPTION OF DATA OR SOFTWARE, PERSONAL INJURY, DEATH, OTHER INDIRECT LOSS DUE TO SUPPORTED PRODUCT FAILURE, OR ANY AND ALL INCIDENTAL, INDIRECT, SPECIAL OR CONSEQUENTIAL DAMAGES ARISING OUT OF OR IN CONNECTION WITH THE USE OR PERFORMANCE OF THE SUPPORTED PRODUCT, EVEN IF YOU HAVE ADVISED US OF THE POSSIBILITY OF SUCH DAMAGES. BY ENTERING INTO THIS AGREEMENT, YOU EXPRESSLY WAIVE ANY CLAIMS DESCRIBED IN THIS PARAGRAPH. YOU AGREE AND UNDERSTAND THAT WE WILL NOT BE RESPONSIBLE FOR ANY AMOUNT OF DAMAGES ABOVE THE AGGREGATE DOLLAR AMOUNT PAID BY YOU FOR THE PURCHASE OF THE SUPPORTED PRODUCT COVERED BY THIS AGREEMENT. SOME STATES AND JURISDICTIONS DO NOT ALLOW THE EXCLUSION OR LIMITATION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO SOME OR ALL OF THE ABOVE LIMITATION OR EXCLUSION MAY NOT APPLY TO YOU.



General Terms

Term and Renewal. The service type, term, and the Supported Product you have purchased is recorded on the Customer invoice or on the information page included with your copy of this Agreement; provided that the term of Service purchased may not exceed the length of Customer's underlying Dell limited hardware warranty. Prior to the expiration of your service contract and subject to the limitations set forth in this Agreement, you may extend your service period based on available options then in effect for your Supported Product. Service extensions may be purchased by calling Dell at (800) 695-4458.

Claims of Confidentiality or Proprietary Rights. You agree that any information or data disclosed or sent to Dell, over the telephone, electronically or otherwise, is not confidential or proprietary to you.

Transferability. Subject to the limitations set forth in this Agreement, Customer may transfer this Service to a third party who purchases Customer's entire Supported Product before the expiration of the then-current service term; provided that 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. Additional terms, conditions and fees may apply to any such transfer.

Cancellation. This Agreement is dated as of the invoice date or other start date noted on your invoice or on the information page included with your copy of this Agreement. You may cancel this Agreement within thirty (30) days of your receipt of this Agreement by sending written notice to us at:

Dell Marketing L.P.
One Dell Way
Round Rock, Texas 78682
Attn: Service and Support Department

Except as provided in paragraph 5.k. for customers in certain states or jurisdictions, where applicable, if you cancel this Agreement within thirty (30) days of your receipt of it, we will send you a full refund less the cost of claims, if any, made under this Agreement. For example, if no claim has been made under this Agreement and you cancel this Agreement within 30 days of your receipt of it, this Agreement shall be void and we shall send you a full refund of the purchase price of this Agreement. You may not cancel this Agreement after thirty (30) days of your receipt of this Agreement, except as provided in paragraph 5.k. for customers in certain states or jurisdictions.

We may cancel this Agreement if you fail to pay us the Total Price for the Service in accordance with our invoice terms, make a misrepresentation to us or our agents, or otherwise breach your obligations under this Agreement. If we cancel this Agreement, we will send you written notice of cancellation at the address indicated in our records. The notice will include the reason for cancellation and the effective date of cancellation, which will not be less than ten (10) days from the date we send notice of cancellation to you, except as provided in paragraph 5.k. for customers in certain states or jurisdictions.

Service must be cancelled separately for each Supported Product.

Accidental Damage Service for Consumer Customers
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Entire Agreement. This Agreement is the entire agreement between you and Dell with respect to its subject matter and none of Dell's employees or agents may orally vary the terms and conditions of this Agreement.

Additional Remedies. This Agreement affords you specific legal rights. You may have additional legal rights that vary from jurisdiction to jurisdiction, including those listed below. This Agreement is not a warranty. The Supported Product you purchase from us may also come with a limited hardware warranty from Dell or third party manufacturers of Supported Products we distribute. Please consult the applicable limited warranty statements for your rights and remedies under those limited warranties. (For the Dell Limited Hardware Warranty please see www.Dell.com/Warranty).

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).**

Force Majeure. Neither party shall be liable to the other party for any failure to perform any of its obligations (except payment obligations) under this Agreement during any period in which such performance is delayed by circumstances beyond its reasonable control including, but not limited to, acts of God, fire, flood, war, embargo, strike, riot, or the intervention of any governmental authority (a "Force Majeure"). In such event, however, the delayed party must promptly provide the other party with written notice of the Force Majeure. The delayed party's time for performance will be excused for the duration of the Force Majeure, but if the Force Majeure event lasts longer than thirty (30) days, the other party may immediately terminate this Agreement by giving written notice to the delayed party.

Parts and Product Ownership. All service parts removed from the Supported Product and any original products for which Customer received a replacement product become the property of Dell. Customer is obligated to pay at the then-current standard Dell price for any service parts removed from Customer's Product and any original products for which Customer received a replacement product that are not properly returned to Dell by Customer. **IF YOU FAIL TO PAY DELL FOR ANY PART 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 or product will not toll the term of your warranty or service, and such warranty or service will still expire in accordance with its original term.

Parts. Dell uses new, used, and reconditioned parts made by various manufacturers, and the parts provided to Customer may be new, used, or reconditioned.

State-Specific Provisions. The terms stated in this paragraph 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 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.
- **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 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.
- **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.
- **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 invoice date or other start 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.
- **Ohio Customers.** Dell's obligations under this Agreement are insured under a reimbursement insurance policy issued by Virginia Surety Company, Inc., 175 W. Jackson Blvd., Chicago, IL 60604. In the event that Dell ceases to operate, is bankrupt, or your claim is not paid within sixty (60) days after proof of loss has been filed, you may file a



direct claim with Virginia Surety Company, Inc. To do so, please call the following toll-free number for instructions: 1-800-209-6206.

- **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 do not apply to the extent those provisions are expressly prohibited by Oregon law. Those laws may give you certain rights, such as a right to exhaust internal appeals prior to arbitration and a right to arbitrate in Oregon (unless you and Dell agree otherwise) with Oregon law as the governing law.
- **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. 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 warranty 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 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.

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