



## Service Description

### Laptop Tracking & Recovery Service and Remote Data Delete Service

#### Service Overview

Dell is pleased to provide Laptop Tracking & Recovery Service and Remote Data Delete Service (the “Service” or “Services”) for select entitled products (the “Supported Products” as defined below) in accordance with this document (the “Service Description”).

- **Laptop Tracking & Recovery Service** provides tracking and recovery services for Supported Products for the term indicated on your invoice.
- **Remote Data Delete Service** provides entitled customers with remote data delete service for their entitled product for the term indicated on your invoice.

**Supported Products:** This Service is available on select Dell Precision™ Laptops and Dell Latitude™ computer systems. The Supported Product covered under this Service Description is identified on Customer’s Dell invoice. A separate contract must be purchased by Customer for each Supported Product.

Please read this Service Description carefully and note that Dell reserves the right to change or modify any of the terms and conditions set forth in this Service Description at any time, and to determine whether and when any such changes apply to both existing and future Customers. Detailed service steps and additional requirements for your use of the Laptop Recovery Service and Laptop Recovery Service with Remote Data Delete are set forth on the Dell Online Portal at <http://trackingandrecovery.dell.com>. This Service is provided by Dell via a third party service provider.

#### Terms & Conditions Overview

This agreement (“Agreement” or “Service Description”) is made between the customer (“you” or “Customer”) and the Dell entity identified on Customer’s invoice (“Dell”). By purchasing these Services (as defined herein) from Dell, Customer agrees to be bound by all terms and conditions set forth in this document. Customer agrees that renewing, modifying, extending or continuing to utilize the Services beyond the initial term is subject to the then-current Service Description available for review at the location provided in the Global Website Information table below.

**Master Services Agreements.** Dell is pleased to provide this Service Description in connection with Customer’s separate signed master services agreement with Dell or, in the absence of such agreement, the following agreement is incorporated in its entirety by reference:

- **Direct Customers & End Users:** Dell’s Customer Master Services Agreement (“CMSA”) available for review at the location provided in the Global Website Information table below; or
- **PartnerDirect Certified Partners or Registrants and Resellers:** Dell’s Terms and Conditions of Sale for Persons or Entities Purchasing to Resell available for review at the location provided in the Global Website Information table below.

**Dell Services Acceptable Use Policy.** All customer use of software, online services, or software-enabled services in connection with the Services is pursuant to the terms of the Dell Services Acceptable Use Policy (“AUP”), which is available for review at the location provided in the Global Website Information table below and incorporated in its entirety herein by reference. PartnerDirect Certified Partners or Registrants, Resellers and Service Providers are responsible for ensuring that their end-user customers assent to be bound by the terms and conditions of the AUP prior to use of the Services by end-users.



## Support Procedures

### **Customers with Laptop Tracking & Recovery Service**

Computers will ship with the Laptop Tracking and Recovery software agent and a persistence module embedded in the BIOS. This allows the software agent to survive operating system re-installations, hard drive reformats and even hard drive replacements. The software agent is then able to connect via the Internet when the system is reported missing. In addition, for systems with GPS technology included, Laptop Tracking and Recovery captures and reports location information.

The service is enabled by a software based tool for computer security and tracking, and a monitoring server. Monitoring of all computers is provided through a monitoring center. In order to ensure its full functionality, there may be periodic updates to the software agent when it communicates with the monitoring center. The service term begins on the date Laptop Tracking & Recovery Service is purchased for the term indicated on the invoice.

The Laptop Tracking & Recovery software agent retains an Electronic Serial Number that uniquely identifies the computer. When a computer installed with the software agent connects to the internet or uses a direct dial-up modem connection, the agent contacts the monitoring center to report the computer's location (either its internet protocol – IP address or the phone number from which it is dialing). This message is brief, silent and requires no prompting by, or interaction with, the customer.

All information provided by the agent is archived, kept confidential, stored within a physically secure location and accessed only as required to perform this Service. Customers are able to access the account details of their computer, online, 24x7 through a secure socket layer, password-protected website located at <http://trackingandrecovery.dell.com>. Customer acknowledges that the software and the Services are designed to track the location of a laptop, and thereby, may, by extension, track the whereabouts of the individual using the laptop. It is Customer's responsibility to use the Service only in accordance with applicable data protection and privacy laws and to obtain all permissions and consents necessary or required under applicable data protection and privacy laws for Customer to engage Dell to track the laptops in accordance with the terms hereunder.

Customers should contact Dell laptop tracking and recovery support or their hardware warranty support in accordance with Customer's applicable service agreement when they experience a lost or stolen laptop. Contact information can be found at [www.dell.com/trackingandrecovery](http://www.dell.com/trackingandrecovery). The tracking and recovery service begins when a customer files a report online at <http://trackingandrecovery.dell.com>. The fully completed report will contain detail of the theft report filed with the customer's local police service. If for some reason the customer is unable to file the report online, they may call Dell laptop tracking and recovery support to fax or relay the information over the phone.

The Dell laptop tracking and recovery team will review information logged by our Monitoring Center. If a response is received from the laptop, Dell will attempt to identify location of system by tracking IP address location, GPS location (if available on Supported Product), etc. Dell does not guarantee that it will be able to recover every computer that is entitled under this Service. The laptop tracking and recovery team will provide information to assist local law enforcement officials with the recovery of the computer. The customer will be informed of the status of their computer's recovery through email or web-based tracking at <http://trackingandrecovery.dell.com>.

### **Customers with Remote Data Delete Service**

The service is enabled by a software based agent for computer security and tracking, and a monitoring server. Monitoring of all computers is provided through a monitoring center. In order to ensure its full functionality, there may be periodic updates to the software agent when it communicates with the monitoring center. The service term begins on the date the Remote Data Delete Service is purchased for the term indicated on the invoice.



All information provided by the software agent is archived, kept confidential, stored within a physically secure location and accessed only as required to perform this Service. Customers are able to access the account details of their computer, online, 24x7 through a secure socket layer, password-protected website located at <http://trackingandrecovery.dell.com>.

Customers can remotely set up a data delete request so that sensitive data on a stolen or missing computer is deleted the next time the computer calls in to the monitoring center. This will initiate an algorithm that begins the data removal. Once removed, data cannot be recovered by any means. When a Data Delete function completes, a log file can be viewed in the Customer Center website, confirming that all sensitive data has been deleted – helping companies and organizations comply with data protection laws and regulations. Customers may also utilize this service when a system has reached its end-of-life and secure data removal is required.

## Not Included With This Service:

- Insurance for stolen laptops
- Guarantee that all products with this Service will be recovered
- Recovery of remotely deleted data

## Customer Responsibilities

### Customers with Laptop Tracking & Recovery Service

- In order to provide Laptop Tracking & Recovery service, the customer must install the Laptop Tracking & Recovery software agent provided with the purchase of Laptop Tracking & Recovery Service.
- Customer must agree to Laptop Tracking & Recovery Software License Agreement found at <http://trackingandrecovery.dell.com>.
- Customer must activate the Service Online at <http://trackingandrecovery.dell.com> and connect to the internet from time to time.
- The customer is required to maintain the secrecy of any passwords used to access the service management web site, Online and must keep passwords and other account activation material separate from the protected computer.
- For tracking and recovery service, the customer must complete and submit an official police report with the law enforcement in the jurisdiction in which the computer was stolen and obtain a record of this report, including the police file number within 7 days of discovery of the theft and in no case more than fourteen (14) days after the actual date of theft. The report is available by logging in through the customer account online at <http://trackingandrecovery.dell.com> or by calling Dell laptop tracking and recovery support.
- Additional requirements for your use of the Laptop Recovery Service and Laptop Recovery Service with Remote Data Delete are set forth on the Dell Online Portal at <http://trackingandrecovery.dell.com>. Customer must review and comply with such requirements to initiate a laptop recovery request from Dell.

### Customers with Remote Data Delete Service

- In order to provide Remote Data Delete service, the customer must install the Remote Data Delete software agent provided with the purchase of Remote Data Delete Service.
- Customer must agree to Remote Data Delete Software License Agreement found at <http://trackingandrecovery.dell.com>.
- Customer must activate the Service Online at <http://trackingandrecovery.dell.com> and connect to the internet from time to time.
- The customer is required to maintain the secrecy of any passwords used to access the service management web site, Online and must keep passwords and other account activation material separate from the protected computer.
- Additional requirements for your use of the Laptop Recovery Service and Laptop Recovery Service with Remote Data Delete are set forth on the Dell Online Portal at <http://trackingandrecovery.dell.com>. Customer must review and comply with such requirements to initiate a remote data delete request from Dell.
- Customers will ensure that they are compliant with applicable data protection and privacy laws in regard to the provision of this service, including but not limited to any notification requirements to affected employees.



### **All Customers with Laptop Tracking & Recovery and Remote Data Delete Services**

- Complete a backup of all existing data and programs on all affected systems prior to the delivery of this Service. DELL WILL HAVE NO LIABILITY FOR LOSS OR RECOVERY OF DATA OR PROGRAMS or loss of use of system(s) arising out of the services or support or any act or omission, including negligence, by Dell or a third-party service provider.
- Additional requirements for your use of the Laptop Recovery Service and Laptop Recovery Service with Remote Data Delete are set forth on the Dell Online Portal at <http://trackingandrecovery.dell.com>.
- Customer must review and comply with such requirements to initiate a laptop recovery or remote data delete request from Dell.
- Customers will ensure that they are compliant with applicable data protection and privacy laws in regard to the provision of this service, including but not limited to any notification requirements to affected employees.

## **Important Additional Information**

**Assignment.** Dell may assign this Service and/or Service Description to qualified third party service providers.

**Cancellation.** Subject to the applicable product and services return policy for Customer's geographic location, Customer may terminate this Service within a defined number of days of Customer's receipt of the Supported Product by providing Dell with written notice of cancellation. If Customer cancels this Service within that period, Dell will send Customer a full refund less the costs of support claims, if any, made under this Service Description. However, if that period has transpired since Customer's receipt of the Supported Product, Customer may not cancel this Service except as provided by an applicable state/country/province law which may not be varied by agreement.

Dell may cancel this Service at any time during the Service term for any of the following reasons:

- Customer fails to pay the total price for this Service in accordance with the invoice terms;
- Customer 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 state 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.

**Relocation.** This Service will be delivered to the site(s) indicated on the Customer's invoice. This Service is not available at all locations. Dell's obligation to supply the Services to relocated Supported Products is subject to local service availability and may be subject to additional fees, and to inspection and recertification of the relocated Supported Products at Dell's then current time and materials consulting rates. 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.

**Term and Renewal.** Customer will receive Services for the term indicated on Customer's Dell invoice. Prior to the expiration of the service term, Customer may be entitled to extend the term depending on available options then in effect and in accordance with Dell's then-current procedures.

In addition, Dell may, at its option, propose to renew this Service by sending Customer an invoice to renew the Services. Customer may, at its option (where permitted by law), agree to such renewal of the Services by paying such invoice by the due date. Payment of renewal invoices shall indicate Customer's agreement to extend the term of this Service. By renewing this Service, Customer agrees that the then-current terms will apply to the renewal period. If Customer elects not to pay a renewal invoice, Services will be discontinued as of the expiration date set forth on the original or last paid Customer invoice.



**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 service 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. 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 not available at the same price as Customer paid for this Service, Customer may not have coverage or may incur an additional charge to maintain the same categories of support coverage at the new location. If Customer chooses not to pay such additional charges, Customer's 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.

### Global Website Information

Customer Location	Master Services Agreement & Service Contracts	PartnerDirect and Reseller Terms & Conditions	Dell Services Acceptable Use Policy
United States, Latin America & the Caribbean	<a href="http://www.dell.com/servicedescriptions">www.dell.com/servicedescriptions</a>	<a href="http://www.dell.com/termsandconditions">www.dell.com/termsandconditions</a>	<a href="http://www.dell.com/AUP">www.dell.com/AUP</a>
Canada	<a href="http://www.dell.ca/servicecontracts">www.dell.ca/servicecontracts</a>	<a href="http://www.dell.ca">www.dell.ca</a>	<a href="http://www.dell.com/AUP">www.dell.com/AUP</a>
Europe, Middle East & Africa	<a href="http://euro.dell.com/service-descriptions">euro.dell.com/service-descriptions</a>	<a href="http://www.dell.com">www.dell.com</a> *	<a href="http://www.dell.com/AUP">www.dell.com/AUP</a>
Asia, Pacific & Japan	<a href="http://www.dell.com">www.dell.com</a> *	<a href="http://www.dell.com">www.dell.com</a> *	<a href="http://www.dell.com/AUP">www.dell.com/AUP</a>

\* Please utilize the "Choose a Country/Region" drop-down menu at <http://www.dell.com>

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