

Service Description

Dell ProSupport Plus for PCs

Introduction

Dell is pleased to provide ProSupport Plus for PCs (the "Service(s)" or "Support Services") in accordance with this Service Description ("Service Description"). Your quote, order form or other mutually-agreed upon form of invoice or order acknowledgment from Dell (the "Invoice") will include the name(s) of the Supported Product(s), applicable Service(s) and related option(s), if any. For additional assistance, or to request a copy of your governing agreement applicable to the Services (the "Agreement"), contact your Dell sales representative. For a copy of your agreement with your applicable Dell reseller, contact that reseller.

The Scope of This Service

The features of this service include the following which are designed to ensure operational readiness for the Supported Product:

- Priority access on a 24x7 basis (including holidays)¹ to the Dell Customer Service and Support organization for troubleshooting assistance of Supported Products.
- On-site dispatch of a technician and/or delivery of replacement parts to the installation site or other Customer business location approved by Dell as detailed in the Agreement (as necessary and according to the support option purchased) to address a Supported Product problem.
- Replacement parts, when deemed necessary to resolve or prevent an issue.
- Service Account Manager (SAM) for customers with 500 or more ProSupport Plus Supported Products.
- Accidental Damage.
- Keep Your Hard Drive.
- ProSupport Plus entitlements include access to TechDirect and SupportAssist which provide benefits not limited to the following:
 - Proactive issue detection and automated case creation.
 - Predictive detection of hardware failures and automated case creation.
 - Self-serve case creation.
 - Self-serve part dispatch.
- Collaborative Assistance.
- Comprehensive Software Support.

SupportAssist for Business PCs

SupportAssist for Business PCs is a software application that provides proactive monitoring of Dell PCs. It leverages machine learning and AI to proactively monitor and measure the overall health of Dell PCs through intelligent, comprehensive and predictive analytics. SupportAssist allows authorized administrators to remotely manage, optimize and remediate their Dell fleet using the TechDirect portal.

SupportAssist also monitors Supported Products and collects 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. SupportAssist is available at no additional charge for Supported Products with a valid ProSupport (or higher) contract.

SupportAssist for Business PCs must be installed and configured to transmit system data back to Dell to receive benefits not limited to the following:

- Proactive system monitoring for issues impacting normal operation and performance including insight into telemetry-based utilization and performance reporting.
- Predictive issue detection before normal operation and performance is impacted and - if required - automatic case creation, and/or automatic part(s) replacement.
- Automatic uploading of diagnostics and other data that allows efficient remote issue diagnoses.
- Automatic driver and firmware updates.
- Automatic virus removal.
- Scripts that automate tasks and remediation issues.

SupportAssist is not designed to collect any personal information, such as personal files, web browsing history, or cookies. However, if any personal data is inadvertently collected or viewed during the troubleshooting process, it will be treated in accordance with the Dell Privacy Policy. Please visit www.Dell.com/Privacy to review Dell's full Privacy policy. Because of

¹ Availability varies by country and is limited to commercially reasonable efforts. Customers and Dell Channel Partners should contact your sales representative for more information.

specific operating system requirements, SupportAssist may not be available on all Dell Supported Products. To learn more about SupportAssist including configuration, deployment and usage and to see the latest list of supported Dell products please visit the SupportAssist website at: www.Dell.com/en-us/lp/dt/Supportassist-Business-PC.

Collaborative Assistance

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

To be eligible for Collaborative Assistance, Customer must have the appropriate active support agreements and entitlement directly with the respective third-party vendor and Dell or an authorized Dell reseller. Once isolated and reported, the third-party vendor is solely responsible to provide all support, technical and otherwise, in connection with resolution of the Customer's problem. **DELL IS NOT RESPONSIBLE FOR THE PERFORMANCE OF OTHER VENDORS' PRODUCTS OR SERVICES.** View current [Collaborative Assistance partners](#) and <https://dell.com/support>, as applicable. Please note that supported third-party products may change at any time without notice to Customer.

Comprehensive Software Support

Dell ProSupport Plus includes Dell Comprehensive Software Support for select Dell OEM end-user applications, operating systems and firmware on Supported Products (the "Covered Software Products"). 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. Please contact a Dell technical support analyst for an up-to-date list of Covered Software Products.

View current Comprehensive Software Support partners:

<http://i.dell.com/sites/doccontent/sharedcontent/services/en/Documents/ProSupport-Comprehensive-Software-Support-List-Enterprise-and-End-User.pdf>. Please note that supported third-party Supported 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.

Service Account Manager

The ProSupport Plus designated SAM is a remote resource that provides a wide range of system, environmental and account management features and capabilities designed to reduce downtime and improve the overall support experience from Dell. To receive the Services provided by a Service Account Manager (SAM) (the "SAM Services"), customers must i) have 500 or more Supported Products with active ProSupport Plus service contracts and be the registered owner of the corresponding Service Tags, and ii) be properly on-boarded by Dell.

The 500-system threshold may be satisfied by any combination of existing entitlements to the Services described in this Service Description that have at least 90 days remaining and ProSupport Plus for Infrastructure Service(s) that have at least 90 days remaining. If at the time of the purchase of these Services, Customer does not currently meet the 500-system minimum threshold, Dell will monitor Customer's subsequent purchases and if the Customer subsequently meets or exceeds the 500-system threshold, then the Customer will become eligible for SAM Services, and Dell will attempt to proactively contact Customer to schedule SAM Services onboarding.

If Dell attempts to contact the Customer using the Customer's contact information available in Dell's sales and service records either at the time of the purchase of these Services, or at such later date when the Customer first meets or exceeds the 500-system threshold, and Customer fails or refuses to respond or provide the information required by Dell to onboard the Customer to receive SAM Services, then Dell will have fulfilled its obligation to deliver the SAM Services under this Service Description. If Customer subsequently seeks to be on-boarded and receive SAM Services after Dell's proactive attempt to onboard Customer is unsuccessful, Customer must contact Dell and request onboarding, and provide the information required by Dell. Customers who meet the 500-system threshold but subsequently fall below it will lose their entitlement to SAM Services 90 days after the date that Customer falls below the 500-system threshold.

Included with ProSupport Plus SAM Services

- On-boarding assistance ensuring the customer is fully enabled to receive ProSupport Plus services.
- Support planning covering entitled systems, anticipating the customers current and future service needs.
- Monthly Reporting and recommendations on entitled systems including:
 - Summary of open and closed service requests by month.
 - Verification of currently installed system software versions against target code recommendations.

- Contract status, including start/end dates and other basic contract details.
- Collaboration, on behalf of the customer, across all Dell services and commercial organizations when necessary to solve technical or business issues.
- Escalation management for when issues are not resolved through standard processes. Acting as the Services liaison to coordinate all resources necessary to resolve service issues or systemic problems as required.
- Crisis management. Providing a single point of contact for communication and collaboration between the Customer and Dell when critical unplanned IT service interruptions such as a natural disaster, or other unexpected outages occur.
- Service Reviews. Schedule, timeframe and topics to be covered will be determined between the customer and the SAM during on-boarding.

Not Included with ProSupport Plus SAM Service

- SAM engagement when a customer does not meet the minimum threshold of 500 ProSupport Plus entitled systems, or on Supported Products that are not entitled with a ProSupport Plus contract.
- Technical support, troubleshooting, or diagnostic activities. (provided by ProSupport Plus tech support)
- Quoting or selling of Products and services.
- Parts replacement in the event of Supported Product defect.
- Software or hardware installation and configuration.
- Any other services not listed as included in this SAM Services section.

Additional Important Information about ProSupport Plus SAM Service

- Availability of the SAM service is during normal business hours. Business hours are defined by the location where the SAM resides and may vary by region and country.
- After hours support may be provided by other resources within the Dell Global Support and Deployment organization at Dell's discretion.
- The location of the SAM will be assigned during on-boarding based on customers preferred service area and staffing availability.
- Language support will be based on the local language of the SAM. Specific languages may be limited by staff availability.
- Authorized Dell Reseller may receive SAM Services, including reporting. Reporting may not be categorized by specific end-user customers.
- Authorized Dell Resellers must identify Supported Products that are re-sold, complete the Dell tag transfer process to change ownership to the new end-user customer, and provide the SAM with new customer contact information in order to validate entitlement and on-board Customer separately.

Accidental Damage

NOTE: These Accidental Damage terms and conditions are NOT applicable to customers in Australia, Austria, Belgium, Czech Republic, Denmark, Finland, France, Germany, Greece, Holland, Ireland, Italy, Luxembourg, Norway, Poland, Portugal, South Africa, South Korea, Slovakia, Spain, Sweden, Switzerland, New Zealand, Bulgaria, Croatia, Estonia, Russia, Hungary, Iceland, Latvia, Turkey, Lithuania, Romania, Slovenia, and the United Kingdom.

Customers in EMEA can view their separate Accidental Damage Protection or Accidental Damage Theft Protection Cover Conditions terms, which will describe the terms and conditions applicable to the Accidental Damage feature of the Customer's purchase of ProSupport Plus at: www.Dell.com/ServiceContracts/global.

Customers in Australia and New Zealand can access their Dell Accidental Damage Protection Insurance or Dell Accidental Damage with Theft Insurance Combined Financial Services Guide and Product Disclosure Statement which will describe the terms and conditions applicable to the Accidental Damage feature of the Customer's purchase of ProSupport Plus at: www.Dell.com/ServiceContracts/global. Customers from these countries may also request their terms and conditions from their Dell Sales representative.

During the term of this Agreement and subject to the limitations in this Agreement, we will repair 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 (the "Accidental Damage Service").

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 by the Accidental Damage Service.

When the Accidental Damage Service is purchased for a desktop system, both the desktop and the monitor purchased with the desktop will be covered under the Agreement. The Accidental Damage Service does not cover externally attached computers, peripherals, including, but not limited to printers, or other devices that may work in conjunction with the Supported Product, and this Accidental Damage Service 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 Dell repairs your Supported Product, you understand and agree that we may replace original parts with new or used parts from the original manufacturer, or an equivalent part from a different manufacturer to the extent allowed by applicable local law (and your consent for use of such parts may be requested at the time that you report an Accidental Damage Qualified Incident to Dell). 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 Dell decides 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 Accidental Damage Service under this Agreement (an "Accidental Damage Qualified Incident"), Service coverage is limited to one Accidental Damage Qualified Incident per Supported Product per twelve (12) month period commencing from the start date of the term of Services. The ability to submit an incident does not accumulate or carry over to any subsequent twelve-month period, so that during any twelve months during the Term only one Accidental Damage Qualified Incident may be reported by Customer to Dell in order to obtain the Accidental Damage Service. However, each Accidental Damage Qualified Incident will be applied to the twelve-month period during which it is reported, even if such incident is resolved during a subsequent period. Once the Accidental Damage Qualified Incident limit is reached, Customer may request repair of the Supported Product for an additional charge.

This is not a contract for insurance. Please read this Agreement carefully, and please note that Dell reserves the right to change or modify any of the terms and conditions set forth in this Agreement at any time. Dell also reserves the right to determine whether and when any such changes apply to both existing and future Customers.

Service Response Level. When you request Service, you must allow Dell to evaluate the Supported Product to determine whether the Supported 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. As long as you follow our directions, as specified in the "Cooperate with Online Diagnosis, Phone Analyst and On-site 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. This Accidental Damage 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.

Accidental Damage 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 provide Service for any Supported Product defect that results after repairs to the Supported Product made or attempted by you or any other person not authorized by Dell to repair 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.
- 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.

Additional Accidental Damage 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 Supported 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 Services (including the Accidental Damage Service) are purchased. Under no circumstances will Dell be

responsible for Service for any damage or defect that existed prior to the Customer's purchase of the 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 Supported Product to normal operating condition.
- If, upon inspection, Dell determines in its sole discretion that the damage or defect for the Supported Product existed before the Service was purchased, then the request for Service will be denied.

Keep Your Hard Drive

Keep Your Hard Drive Service (KYHD Service) allows Customers to retain possession of their failed hard drives (standard, Solid-State Drive (SSD) and Serial ATA (SATA) Hard Disk Drives (HDDs)) when receiving replacement hard drives pursuant to a Qualified KYHD Replacement. A "Qualified KYHD Replacement" is a repair and/or replacement arising from a defect(s) in workmanship occurring within the hardware warranty period applicable to Customer's Supported Product(s). All Qualified Repairs are provided pursuant to the terms of the Customer's limited hardware warranty or service agreement.

Supported Products: KYHD Service is available with OptiPlex™, Precision™, Latitude™, Vostro™, XPS™, Alienware™ and Inspiron™ systems which are in a standard configuration. KYHD Service runs concurrently with the limited hardware warranty and is available on systems containing field-replaceable hard drives. Dell will only replace a failing hard drive that was purchased from Dell and installed in a Dell system, excluding items purchased through Dell's Software and Peripherals group, either at the time of system purchase or as a Customer kit and which is still under warranty. The KYHD Service will not be available to the Customer until a Supported Product is deemed eligible for a Qualified KYHD Replacement by Dell. KYHD Service is not available on models with a soldered hard drive. Please consult your sales representative for more information.

Keep Your Hard Drive Support Procedures

Receiving Support: Customers should contact Dell technical support in accordance with the "How to Contact Dell" Section when they experience a problem or suspect a hard drive failure. Customers will receive support in accordance with their applicable service level entitlement under this Agreement. If the technician determines that the hard drive requires a Qualified KYHD Replacement, Dell will ship the replacement hard drive to the Customer pursuant to Customer's service level entitlement under this Agreement. This KYHD Service entitles Customer to retain possession of the failed drive.

In the event a Customer has purchased the KYHD Service and includes or separately sends the hard drive from the Supported Product entitled to this Service to Dell as part of a Qualified KYHD Replacement, Customer agrees that their return of a hard drive entitled to this Service (a "Returned Entitled Drive") constitutes a waiver of their right to receive the Service from Dell. After Dell receives a Returned Entitled Drive, Dell will have no further obligation to the Customer with respect to such Returned Entitled Drive. Dell will not under any circumstance be obligated to return a Returned Entitled Drive to Customer, nor will Dell be required to remove data or take any other action with respect to the Customer's Returned Entitled Drive, nor any data stored on the Returned Entitled Drive. In the event that Dell receives a Returned Entitled Drive, Dell may process the Returned Entitled Drive in accordance with Dell's standard policies as a hard drive returned to Dell pursuant to the terms of the Customer's underlying warranty and service contract applicable to the Customer's Supported Product.

Failure rates on hard drives are constantly monitored and Dell reserves the right to refuse service if Dell reasonably believes that the Customer is overusing the KYHD Service (such as when Customer's requests for replacement of defective hard drives materially exceeds the standard failure rates for the drive and system involved). If Dell determines (in Dell's sole discretion) a Customer is abusing the Service Dell reserves the right to cancel the Service in accordance with the Cancellation terms below.

Keep Your Hard Drive Service does not include:

- Repair or replacement. Any repair or replacement support is provided pursuant to customer's limited hardware warranty or service agreement.
- Data destruction or data wipe.
- Asset recovery, disposal or recycling.
- Retention of hard drives that are subject to Supported Product recall due to health and safety risks. Non-standard hard drives requested as part of Dell Custom Factory Integration service.
- Support for failed/retained hard drives. (Support continues solely on the replacement hard drive pursuant to the applicable limited hardware warranty or service agreement.)
- Any activities not expressly stated in this Service Description.

Customer Responsibilities for Keep Your Hard Drive Service

- **Report Hard Drive failures.** Report each instance of hard drive failure to Dell hardware warranty support in accordance with Customer's applicable service agreement.
- **Provide Part Information.** Upon request, provide Dell the piece part identification information ("PPID") or adequate detail to validate that a contract covered drive failure has occurred.

How to Contact Dell for Service

Step One: Contact Dell for Assistance

- Contact details are available at www.dell.com/support.

- Contact Dell from a location which includes physical access to the Supported Product.
- Provide the service tag, model number, current version of the operating system and other information as requested by Dell. Dell will verify Customer's Supported Product, applicable Service and response levels and confirm any expiration of Services.

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. 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 Supported Product for service, or dispatch a service technician for on-site service, then we will provide additional instructions.

Self-Dispatch Support Programs

For Customers enrolled in TechDirect Program, 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 in accordance with the TechDirect terms and conditions.

On-site Service Options

On-site response options vary depending on the type of service purchased. Because you purchased ProSupport Plus, the Invoice indicates the applicable on-site service response level shown on the table below. Provided that all applicable terms and conditions set forth in this Service Description have been fulfilled and following completion of remote troubleshooting, diagnosis, and problem determination by a Dell analyst who 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, Dell will dispatch a service technician to the Customer's business location for the Qualified Incident.

Type of On-site Response	On-site Response Time ²	Restrictions/Special Terms
4-Hour On-site Response	Following troubleshooting and remote diagnosis, a technician typically arrives on-site within 4 hours.	<ul style="list-style-type: none"> • Available seven (7) days each week, twenty-four (24) hours each day - including holidays. • Available within defined four (4) hour response locations. • Available on select models of Supported Products in specific locations. • 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.
Same Business Day (SBD) On-site Response	Following troubleshooting and remote diagnosis, a technician can usually be dispatched to arrive on-site the same business day.	<ul style="list-style-type: none"> • Available seven (7) days each week, twenty-four (24) hours each day – including holidays. • Available within defined eight (8) hour response locations. • Available on select models of Supported Products in specific locations. • 8-Hour parts locations stock mission critical components, as determined by Dell, of Supported Products. Non-mission critical parts may be shipped using overnight delivery.
Next Business Day (NBD) On-site Response	Following troubleshooting and remote diagnosis, a technician can usually be dispatched to arrive on-site the next business day.	<ul style="list-style-type: none"> • Available five (5) days each week, ten (10) hours each day - excluding holidays. • Calls received by Dell expert center after 5:00 PM² local Customer time (Monday - Friday) and/or dispatches submitted by Dell after that time may require an additional business day for service technician to arrive at Customer's location. • Available only on select models of Supported Products.
Outside Continental United States ("OCONUS") Customers	Following troubleshooting and remote diagnosis, parts can be dispatched. On-site arrival times will depend on OCONUS Customer location and part-availability.	<ul style="list-style-type: none"> • Limited to Dell-approved (US only) OCONUS Customers. • Federal Customers should consult OCONUS Service Locations in Customer's applicable separately signed services agreement with Dell.

² Not all response times are available in all countries and locations. Contact your sales representative for more information.

Excluded Services

- Performance or administrative assistance.
- Activities not expressly described or defined in this Service Description including but not limited to installation, de-installation, relocation, training assistance, remote administration activities.
- Supply items, media replacement, operating supplies, cosmetic accessories or parts such as frames and covers or support thereon.
- Batteries in devices older than 12 months and not covered by Dell's Extended Battery Service or batteries purchased with a 3-year manufacturer defect warranty in devices older than 36 months and not covered by Dell's Extended Battery Service.
- Direct third-party product support or collaborative assistance of versions not currently supported by the manufacturer, vendor or partner.
- Support for equipment damaged by act of nature (such as, but not limited to, lightning, flooding, tornado, earthquakes, and hurricanes), misuse, 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 Supported Product for which Dell is not responsible.
- No spyware and virus removal beyond SupportAssist capabilities as expressly described in this Service Description.
- Data backup services.
- Advanced wireless, networking or remote installation, set-up, optimization and configuration of applications beyond those expressly 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 cosmetic and do not materially 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 Self-Replaceable (CSR) parts.

General Customer Responsibilities for all Supported Products Purchased under a Dell Framework Sales Agreement

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

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

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

On-site Obligations. Where Services require on-site performance, Customer will provide (at no cost to Dell) 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 Supported Product does not already include these items.

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

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

Third Party Warranties. These Services may require Dell to access hardware or software that is not manufactured or sold 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.

Services Terms & Conditions

This Service Description is entered between you, the customer ("you" or "Customer"), and the legal entity identified on the Invoice for the purchase of this Service (the "Dell Legal Entity"). This Service is provided subject to and governed by Customer's Agreement with the Dell Legal Entity that explicitly authorizes the sale of this Service.

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

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

Terms & Conditions Applicable to Services Purchases

	Services Purchases Made Directly	Services Purchases Made Through an Authorized Reseller
United States	Dell.com/cts	Service Descriptions and other Dell Legal Entity service documents which you may receive from your seller shall not constitute an agreement between you and Dell Legal Entity 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. Therefore, hereof any reference to "Customer" in this Service Description and in any other Dell Legal Entity service document shall in this context be understood as a reference to you whereas any reference to the Dell Legal Entity shall only be understood as a reference to a Dell Legal Entity as a service provider providing the Service on behalf of your seller. You will not have a direct contractual relationship with the Dell Legal Entity 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.
Canada	Dell.ca/terms (English) Dell.ca/conditions (French-Canadian)	
Latin America & Caribbean Countries	Local Dell.com country-specific website or Dell.com/servicedescriptions .*	
Asia-Pacific-Japan	Local Dell.com country-specific website or Dell.com/servicedescriptions .*	
Europe, Middle East, & Africa	Local Dell.com country-specific website or Dell.com/servicedescriptions .* France: Dell.fr/ConditionsGeneralesdeVente Germany: Dell.de/AGB UK: Dell.co.uk/terms	

*Customers may access their local Dell.com website automatically by using a device within their locality or by choosing their country from the dell.com country selection tool.

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.

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 signed order form.

Supplemental Terms & Conditions

Payment for Hardware Purchased with Services. Unless otherwise agreed to in writing, payment for hardware shall in no case be contingent upon performance or delivery of services purchased with such hardware.

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.

Privacy. Dell will treat any personal information collected under this Service Description in accordance with the applicable

jurisdiction's Dell Privacy Statement, all of which are available at www.Dell.com/localprivacy and each of which is hereby incorporated by reference.

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.

Assignment and Subcontracting. Dell may subcontract this Service and/or assign this Service Description to qualified third party service providers who will perform the Service on Dell's' behalf.

Cancellation. Dell may cancel this Service at any time during the Term for any of the following reasons:

1. Customer fails to pay the total price for this Service in accordance with the Invoice terms.
2. Customer is abusive, threatening, or refuses to cooperate with the assisting analyst or on-site technician.
3. Customer fails to abide by all the terms and conditions set forth in this Service Description.
4. Dell reserves the right to refuse a Customer's requests for replacement of defective components if such requests materially exceed the standard failure rates for the component and system involved, which failure rates are constantly monitored.

If Dell cancels this Service pursuant to this paragraph, 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 pursuant to this paragraph, Customer shall not be entitled to any refund of fees paid or due to Dell.

Geographic Limitations and Relocation.

Dell will have no obligation to provide Support Services with respect to Supported Product that is outside the Dell Service Area. "Dell Service Area" means a location that is within (i) one hundred (100) drivable miles or one hundred sixty (160) drivable kilometers of a Dell service location; and (ii) the same country as the Dell service location, unless otherwise defined in your governing agreement with Dell, in which case the definition in the governing agreement prevails. For EMEA Customers, unless stated otherwise in this Service Description or the Agreement, on-site service is available within a distance of up to 150 kilometers from nearest Dell Logistics location (PUDO or Pick-Up/Drop-Off location). Please contact your sales representative for more information about availability of on-site service in EMEA based upon Dell service locations prior to purchase.

This Service is not available at all locations. If your Supported Product is not located in the geographic location that matches the location reflected in Dell's service records for your Supported Product, or if configuration details 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 for the Supported Product can be reinstated. Service options, including service levels, technical support hours, and on-site response times will vary by geography and configuration, and certain options may not be available for purchase in Customer's location, so please contact your sales representative for these details. Dell'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 then-current time and materials consulting rates. Unless otherwise agreed between Dell and Customer, in cases where service parts are shipped directly to Customer, the Customer must be able to accept shipment at the location of the Supported Products to be serviced. Dell will not be held liable for support delays due to the Customer's failure or refusal to accept shipment of parts.

Order of Precedence. Unless otherwise agreed in an Agreement in writing by the parties, if there is a conflict between the terms of any of the documents that comprise this Agreement, the documents will prevail in the following order: (i) this Service Description; (ii) the Agreement. Prevailing terms will be construed as narrowly as possible to resolve the conflict while preserving as much of the non-conflicting terms as possible, including preserving non-conflicting provisions within the same paragraph, section or sub-section.

General Terms and Conditions for all Warranty-Related Supported Products Purchased Under a Dell Framework Sales Agreement

Term of Service. This Service Description commences on the date listed on the Invoice and continues through the term ("Term") indicated on the Invoice. As applicable, the number of systems, 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 Invoice. 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.

Supported Products. This Service is available on Supported Products which includes select Dell OptiPlex™, Latitude™, Inspiron™, Precision™, Vostro™, XPS™, Alienware™ and Chromebook™ systems which are purchased in a standard configuration ("Supported Products"). Supported Products are added regularly, so please contact your sales representative for the most up-to-date list of Services that are available on your Dell Supported 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. Please refer to the Service Tag on your Supported Product when contacting Dell for this Service.

Hardware Warranty Scope. 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 materials and workmanship pursuant to and occurring within the limited warranty period applicable to Customer's Supported Product(s) (a "Qualified Incident"). Please see www.Dell.com/warranty or your regional Dell website for warranty information or contact a Dell technical support analyst for more details.

Dell International Services Program. This program provides service and support options when travelling with select Dell Supported Products outside of your home country and for a period of less than six (6) months. Additional terms and conditions apply; please contact Dell Technical Support for more details.

Whole Unit Replacement; Failure to Return; Service Part Ownership. If Dell determines that a 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. If Dell delivers a replacement unit to Customer, Customer must relinquish the defective system or component thereof to Dell, unless Customer has purchased "Keep Your Hard Drive" for the affected system, in which case Customer may retain the respective hard drive(s). All Dell service parts removed from the Supported Product and/or whole units returned to Dell become the property of Dell. Customer must pay Dell at the then-current retail price for any service part or whole unit removed from the Supported Product which are retained by Customer (except for hard drives from Supported Products covered by "Keep Your Hard Drive" service) if Customer has received replacement parts from Dell. If Customer does not relinquish the defective system or component 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 Customer fails to pay such invoice within ten (10) days after receipt, in addition to any other legal rights and remedies available to Dell, Dell may terminate this Service Description upon notice. Dell uses and Customer expressly authorizes the use of new and reconditioned parts made by various manufacturers in performing warranty repairs.

Advanced Exchange Terms for All Service Levels. Dell may offer to provide a replacement part or product ("Replacement Item") to you on an Advanced Exchange basis, regardless of the original level of service purchased by you. Before providing 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. If you do not wish to provide credit authorization or payment pursuant to this paragraph, you will not receive a Replacement Item on an Advanced Exchange basis. 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 warranty applicable to Customer's Supported Product(s) or a valid support contract. Please see www.Dell.com/warranty or your regional Dell website for warranty information or contact a Dell technical support analyst for more details. 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 applicable warranty or valid support contract, 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.

Same Business Day Parts. A Same Business Day part is one which upon failure may prevent the Supported Product from performing its basic functions. In order to receive parts on the same business day, a Customer must have purchased a corresponding service contract that includes Same Business Day parts delivery, and the Supported Product must be located within the supported coverage area, as determined by Dell. 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 commercially reasonable.

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

Parts Stocked. 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.

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. 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.

Non-Field Serviceable Units. If, after remote diagnosis and troubleshooting, Dell determines that Customer's Supported

Product requires Return for Repair Service as described in the table below (Non-Field Serviceable Unit), 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. 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 unit 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. The Return for Repair Service Options listed in the table below are not available in all countries and locations.

Service Response Level	Additional Options (if applicable)	Service Option Description
Return for Repair Service Options	Mail-in Service (MIS)	Mail-in Service is initiated by calling 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 Supported Product to Dell.
	Carry-In Service (CIS)	Carry-In Service is a "drop-off" service initiated by calling Dell technical support as outlined above. During the remote diagnosis process, the Dell Technician will determine whether a hardware fault is the issue. If so, 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, excluding local national holidays. Repairs of Qualified Incidents will be performed in accordance with the response time identified on Customer's Invoice. 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.
	Collect and Return Service (CAR)	Collect and Return Service is initiated by calling Dell technical support as outlined above. If a Qualified Incident in the Supported Product is diagnosed and cannot be resolved through remote diagnosis with the Dell Technician, a Dell representative will collect your Supported Product and take it to a Dell-designated repair center. Cycle time is 7-12 business days, typically ten (10) days including shipping to and from the repair center. Starting from the date that Customer ships the Supported Product to Dell. This service method includes labor and the repair or replacement of parts in the main system unit, including monitor, keyboard, and mouse, if not ordered separately.
Advanced Exchange Service	N/A	For Customers with Advanced Exchange Service on applicable systems, Dell may ship a replacement product to the Customer's business location to support a Qualified Incident. 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 system to Dell by taking them to the designated return carrier location within 3 business days. If Dell determines that Customer's applicable systems cannot be returned at a carrier location and Customer must return them 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 applicable system 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.

Additional Terms and Conditions Applicable to End Users Purchasing 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. This 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.