

Service Description

Dell Premium Support

Introduction

Dell is pleased to provide Dell Premium Support (the “**Service(s)**”) in accordance with this Service Description (“**Service Description**”). Your invoice, receipt, order acknowledgment, or information page (as applicable, the “**Order Documentation**”) will include the name of the service(s) and available service options that you purchased.

Dell Premium Support provides remote technical support for hardware and software issue resolution through both online support and trained phone support specialists for Dell-branded products. Software issue resolution includes Dell’s Comprehensive Software Support and Collaborative Assistance for certain pre-installed software titles on Dell-branded products. Software issue resolution also includes commercially reasonable efforts to provide support for certain commonly available customer-installed software titles such as internet browsers, operating systems, personal finance software, productivity applications, e-mail applications and movie/picture editing software. In addition, software issue resolution includes “how to” advice, antivirus setup, assistance with printer/networking connection, and, for customers who purchase Service for a gaming system, assistance with common gaming titles.

All incidents that Dell determines to be within the scope of service set forth in this Service Description will be deemed “Qualified Incidents”. For hardware issues that are not solved remotely, then as part of the Service, Dell may offer you Onsite service to help resolve your issue(s). If Dell determines that a repair method other than Onsite service is required for an incident or if onsite service is not available for your product, then Dell will provide service according to the service response options detailed in **Exhibit A**.

THIS SERVICE DESCRIPTION IS A CONTRACT BETWEEN YOU AND DELL. PLEASE TAKE THE TIME TO READ THE FOLLOWING TERMS AND CONDITIONS UNDER WHICH DELL CANADA INC. (“DELL”) AGREES TO PROVIDE THE SERVICES. ALL HARDWARE REPAIR SERVICES ARE FOR PRODUCT ISSUES COVERED BY YOUR DELL LIMITED HARDWARE WARRANTY (see www.dell.ca/warranty for English or www.dell.ca/garantie for French). **THIS SERVICE DESCRIPTION REQUIRES THE USE OF ARBITRATION ON AN INDIVIDUAL BASIS TO RESOLVE DISPUTES, RATHER THAN JURY TRIALS OR CLASS ACTIONS.**

The Scope of This Service

The features of your service include:

- **Hardware Support** for your Dell-branded Supported Product through:
 - **Online support and phone-based hardware issue troubleshooting and resolution assistance by trained Dell experts.** Online and phone-based support is available 24 hours each day, 7 days each week (including holidays); and
 - **Onsite dispatch of technician and/or service parts** (unless Dell determines that a repair method other than Onsite Service After Remote Diagnosis is required.)
- **Comprehensive Software Support** (described in more detail in the Comprehensive Software Support section below) which covers:
 - **Online support and phone-based software issue troubleshooting and resolution assistance by trained Dell experts.** Online and phone-based support is available 24 hours each day, 7 days each week (including holidays) for select end-user applications and operating systems pre-installed by Dell on your Dell-branded Supported Product; and
 - **Collaborative Assistance** with Dell’s Collaborative Assistance partners for the applicable end-user applications and operating systems pre-installed by Dell on your Dell-branded Supported Product. Please see the Collaborative Assistance section below for more details.
- **Remote software resolution assistance for certain commonly available, customer-installed software titles** on the Dell-branded Supported Product through commercially reasonable efforts to provide simple “how to” help, software installation and un-install assistance, upgrade help or through re-installation of factory settings.



- **Remote assistance with Antivirus software setup** for software titles like McAfee® and Norton® on your Supported Dell Product; and
- **Access to Dell SupportAssist.**

Comprehensive Software Support:

Comprehensive Software Support includes remote software support for select end-user applications and operating systems installed at the factory on your Dell-branded Supported Product. Covered software titles typically include pre-installed end-user client applications such as Microsoft® Windows operating system, McAfee® 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 the current Comprehensive Software Support list at www.dell.com/comprehensive. Please note that supported third-party products may change at any time without notice to Customers.

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

Collaborative Assistance:

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

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

View current Collaborative Assistance partners at www.dell.com/collaborative. Please note that supported third-party products may change at any time without notice to Customers.

Remote Software Resolution Assistance for Commonly Available, Customer-Installed Software Titles:

Dell trained experts provide remote software issue resolution for commonly used, customer installed software titles through "how to" help, software installation and un-install assistance, upgrade help or through re-installation of factory settings. Note that some software may have hardware requirements that exceed a customer's system. Dell will provide commercially reasonable efforts to assist customers within the limits of their systems.

The examples of commonly used, customer installed software titles below are only for illustrative purposes:

- Commonly available e-mail programs, which such as Outlook® or Outlook Express®



- Commonly available Internet browser programs, such as Firefox®, Google Chrome™, Opera™ software or Windows® Internet Explorer®
- Commonly available productivity software, such as Microsoft® Office®, Open Office, Adobe® Photoshop® Elements, Adobe® Reader®, Google Docs™
- Commonly available financial software, such as Quicken®
- Commonly available movie and picture editing software, such as Adobe® Photoshop®, Picasa™ or Roxio® Easy Media Creator
- Commonly available gaming software

Dell trained experts will provide remote assistance with setting up your wired/wireless network device, as well as setting up your printer on your Dell supported product:

- Help with connecting to your wired/ wireless network,
- Help with printer setup,
- Troubleshooting for common wired network, wireless network or printer set up issues specific to the connection process.

Dell trained experts will provide simple “how to” advice on:

- How to perform data backup,
- How to connect to the internet,
- How to transfer files to your new computer,
- How to install recommended patches/ fixes,
- How to personalize your desktop,
- How to install peripherals.

Remote Assistance with Antivirus Software Setup on your Supported Dell Product:

Customers with current Antivirus subscription service can receive assistance with antivirus software scheduling and setup. Note: The Premium Support Service you purchased with your product does not cover the actual removal and remediation of a virus once your system has already been infected and damaged by a virus. Assistance with virus removal and remediation may be offered for an additional fee.

Access to Dell SupportAssist:

Dell SupportAssist for PCs and tablets is a software application, that when installed, will monitor your system for critical updates and issues, then alert you to begin updating your system or resolving the issues. Features vary by level of entitlement, but for Premium Support, in the event an issue is detected, the system state information is collected and sent to Dell to open a support request and begin resolution. SupportAssist for PCs and tablets is designed to reduce technical support steps and expedite resolution for an enhanced, personalized and efficient support experience.

SupportAssist is now preinstalled on most new Dell devices running Windows 10 operating system and can be found in the Start menu under All Programs in the Dell folder.

When used with Premium Support, Dell’s SupportAssist software application will provide the following features and capabilities:

- Monitoring of systems for critical updates and issues impacting normal operation and performance,
- Automated notification and creation of Dell Technical support request in the event of an issue being detected,
- Automated dispatch of in-warranty part replacements.

Premium Support does not include:

- Any services, tasks or activities other than those specifically noted in this Service Description.



- Virus or malware removal. Support for virus removal and remediation may be offered for an additional fee.
- Technical support for shareware applications
- Technical support for software applications that Dell deems uncommon or not supported by the OEM manufacturer
- Support for 3rd party hardware
- Support for advanced wired/ wireless networking or network optimization
- Support for performance optimization
- Support for web development, database programming or scripting assistance
- Repair of damage or defects in Supported Products which are purely cosmetic and do not affect device functionality
- Repairs due to excessive use or wear and tear
- Where Dell determines there is no trouble found (the error cannot be recreated)
- Service for equipment damaged by misuse, accident or abuse of the Supported Product and components (such as, but not limited to, use of incorrect line voltages, use of incorrect fuses, use of incompatible devices and accessories, improper or insufficient ventilation or failure to follow operating instructions), modification, unsuitable physical or operating environment, improper maintenance by the Customer (or Customer's agent), moving the Supported Product in a manner inconsistent with its design, removal or alteration of equipment or parts, identification labels, or failure caused by a product which Dell is not responsible.
- Repairs necessitated by alteration, adjustment, or repair by anyone other than Dell, Dell's authorized reseller or authorized service provider, or by customers utilizing Customer Self Replaceable (CSR) parts.
- Support for equipment damaged by act of nature (such as, but not limited to, lightning, flooding, tornado, earthquakes, and hurricanes).
- Note: Specific situations may arise where the Supported Dell Product is infected with a virus that prohibits Dell from providing support until the virus has been removed. In those situations, the customer will be informed by the Dell technician.

How to contact Dell if you require service

Remote online or phone-based support is a key part of this Service, and remote diagnosis or troubleshooting under your Dell Limited Hardware Warranty (see www.dell.ca/warranty-for-English or www.dell.ca/garantie-for-French) is required prior to receiving Service.

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

Contact Dell from a location which includes physical access to the Supported Product. You will help us serve you better if you have the following information and materials ready when you contact us: your Product's invoice and serial numbers; service tag number; model and model numbers; mobile device, phone, or SIM card number; the current version of the operating system you are using; and the brand names and models of any peripheral devices (such as a modem) you are using.

Provide any other information as requested by Dell. We will verify Customer's Supported Product, applicable Service and response levels and confirm any expiration of Services.

Online, Chat & Email Support:

Online, chat and email support may be available. Online, chat and email support contact information is available at www.dell.ca

Telephone support requests:

Highly trained telephone-based technical assistance is available 24 hours each day, 7 days each week (including holidays).

For telephone support requests, contact Dell at the number below. When prompted be prepared to enter the express service code located on the Supported Dell Product.



Dell reserves the right to change these telephone support numbers at any time.

Locale	Phone number to contact Dell
United States	1-800-624-9896 or 1-877-293-1197
Canada	1-800-847-4096

Step Two: Assist with online or telephone-based troubleshooting

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

If outside the country of purchase

Dell provides Premium Support options on your Supported Product if you are travelling temporarily or if you relocate permanently to a different country. Certain service and support features may not be available and is subject to the terms of the Geographical Restrictions section below and the following conditions:

- verification of service entitlement,
- support is provided in the language(s) used by Dell for providing support to customers in the new country,
- the local availability of local labor and parts (in particular, some parts, such as foreign language keyboards or ac adapters, may not be available),
- the local ability to support software not in local language, or not designed for local market, and
- you must transfer the service tag on the Dell product to the local country if relocating to a different country.

Onsite Service:

If, after remote diagnosis and troubleshooting, Dell determines Onsite Service is appropriate for your Product's repair issue, then such service is available for your Product within your country of residence (the United States or Canada only). Please tell the technician the full address of your Product's location. Both the performance of service and service response times depend upon the time of day your call or inquiry is received by Dell, the service alternative you purchased, parts availability, geographical restrictions, weather conditions and the terms of this Agreement. If you follow the procedures detailed in this Agreement and if your issue is subject to dispatch under this Agreement, then a service technician will be dispatched, usually in 1 or 2 business days following completion of remote diagnosis, to arrive at your location during 9:00 a.m. to 6:00 p.m. local time, Monday through Friday excluding regularly observed holidays. If the service technician is dispatched for service after 5:00 p.m., then the service technician may take an additional business day to arrive at your location.

- **An Adult Must Be Present.** For service provided onsite, an adult must be present at all times during the service technician's visit.
- **Assistance You Must Provide.** The service technician must receive full access to the System and (at no cost to the technician) have working space, electricity, and a local telephone line. If these requirements are lacking, the technician is not obligated to provide service.
- **If You Miss The Service Visit.** If you or your authorized representative is not at the location when the service technician arrives, we regret that the service technician cannot service your System. If this occurs, you may be charged an additional charge for a follow-up service call.



Dell will not be responsible to provide onsite service at any location that is unsafe, unclean, hazardous or where the technician is threatened or made to feel unsafe.



Exhibit A:

Other Service Response Options:

If, after remote diagnosis and troubleshooting, Dell determines that a repair method other than Onsite Service After Remote Diagnosis is required for an incident, then one of the following service response options in the table below may be selected by the technician depending on the applicable country/region. Dell may also make other service options available to the customer at the time customer places a request for service.

If non-Dell options added to Customer's Supported Product are found to be the cause of the reported problem, a service charge may be applied and repair and return times may be delayed. Dell reserves the right to send Customer a whole replacement for the Supported Product or a replacement for portions of the Supported Product rather than repairing and returning the Supported Product that Customer sent for repair.

Customer is obligated to pay at the then-current standard Dell price for any parts removed from Customer's Supported Product and not properly returned to Dell by Customer. Failure to timely pay for parts not properly returned to Dell by Customer may result in suspension of Customer's service under this Agreement in accordance with Section 3 of the Additional Terms and Conditions Applicable to Support & Warranty-Related Services section of this Agreement. In the event that customer's Supported Product is located in an area not currently serviced by a major common carrier or with limited service by one or more major common carriers, Dell's normal repair service will be delayed.

Customer should not send manuals, confidential, proprietary or personal information, or removable media such as DVDs, PC Cards, etc. Dell is not responsible for lost or corrupted data, damaged or lost media, or Customer's confidential, proprietary or personal information.

<u>Service Response Level:</u>	<u>Country/Region:</u>	<u>Details:</u>
Rapid Mail-In Service: Dell supplies box and pays shipping; or Return to Depot	USA and Canada	If, after remote diagnosis and troubleshooting, Dell determines that Customer's Supported Product requires Rapid Mail-In Service, then packaging, shipping instructions, and a pre-paid shipping waybill will ordinarily be dispatched to Customer's site, usually in 1 or 2 business days following remote troubleshooting. Dell will use next-business-day delivery when shipping the packaging, shipping instructions, and a pre-paid shipping waybill to Customer. 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 to Dell's 3-6 business day repair service response time, and any delay by Customer in packaging and returning or arranging for return of the Supported Product will result in delayed response times.
Mail-In Service; Prepaid Freight	Australia, Brazil, Hong Kong	Mail-in Service is initiated by contacting Dell technical support as outlined above. During diagnosis, the Dell Technician will determine if the issue requires that the Supported Product be sent to a Dell-designated repair center to support a Qualified Incident. Typical cycle time, including shipping to and from the repair center, is 7 to 12 business days from the date Customer ships the Support Product to Dell.
Carry-In Service	Latin America region (excluding Brazil), Central America, Caribbean, China, India, Malaysia	Carry-In Service is a "drop-off" service initiated by contacting Dell technical support as outlined above. During the remote troubleshooting process, the Dell Technician will diagnose whether a hardware fault is the issue: If so, then the Customer will be asked to deliver the Supported Product to a Dell-designated repair center or shipping location (at the Customer's cost). Repairs of Qualified Incidents will be performed in accordance with the response time identified on Customer's Order Form. Once the Supported Product has



		been repaired, Dell will contact Customer to make arrangements to retrieve it. Repair service level agreements is between 7 to 12 business days, but may vary by country and city.
Partner Led Carry In Service	Available in certain emerging markets in Europe, the Middle East and Africa	Carry-In Service is a "drop-off" service initiated by either contacting or bringing the Supported Product to a Dell-designated repair centre or shipping location (at the Customer's cost). Standard service hours are local business hours, available Monday through Friday, excluding local national holidays. Repairs of Qualified Incidents will be performed in accordance with the response time identified on Customer's Order Form. Once the Supported Product has been repaired, The Dell Authorized Service Provider will contact Customer to make arrangements to retrieve it. Repair service level agreements may vary by country and city.
Collect and Return Service	Western Europe, South Africa, Poland, Czech Republic, Singapore, Thailand, South Korea, Taiwan	Collect and Return Service is initiated by contacting Dell technical support. If a Qualified Incident in the Supported Product is diagnosed and cannot be resolved through remote troubleshooting with the Dell Technician, a Dell representative will collect your Supported Product and take it to a Dell-designated repair center. This service method includes labor and the repair or replacement of parts in the main system unit, including monitor, keyboard, and mouse, if not ordered separately. Repair service level agreement is between 7 to 12 business days.
Partner Led Collect and Return Service	Available in certain emerging markets in Europe, the Middle East and Africa	Collect and Return Service is initiated by contacting your Dell Authorized Service Provider. If a Qualified Incident in the Supported Product is diagnosed and cannot be resolved through remote troubleshooting, your Dell Authorized Service Provider will collect your Supported Product and take it to a Dell-designated repair center. Standard service hours are local business hours, available Monday through Friday, excluding local national holidays. Repairs of Qualified Incidents will be performed in accordance with the response time identified on Customer's Order Form. Once the Supported Product has been repaired, The Dell Authorized Service Provider will contact Customer to make arrangements to return it. This service method includes labor and the repair or replacement of parts in the main system unit, including monitor, keyboard, and mouse, if not ordered separately. Repair service level agreements may vary by country and city.
Parts Only Service	Available Globally	For customer replaceable parts and Dell branded accessories, Dell will enable Customer to request replacement parts to support a Qualified Incident(s). Dell may provide whole unit exchanges rather than the exchange of individual parts, in which case Dell includes a prepaid shipping container with each replacement part for Customer to use to return the original defective part to Dell.
Advanced Exchange Service	Available Globally	For Customers with Advanced Exchange Service or, on a courtesy basis at Dell's discretion, Dell may ship a replacement product to the Customer's location to support a Qualified Incident. The replacement product will be shipped via ground shipping. In some instances, at Dell's discretion, an on-site service technician may also be dispatched to replace/ install the replacement product. Upon receipt of the replacement product, Customer must return the defective Supported Product to Dell by taking the defective Supported System to the designated return carrier location within 3 business days. If Dell determines that Customer's Supported Product cannot be returned at a carrier location and Customer must return the Supported Product via a mail-in return method, then Customer shall use the packaging, shipping instructions, and a pre-paid shipping waybill will ordinarily be dispatched to Customer's site with the replacement product. Upon receipt of the replacement product, Customer will immediately package the Supported Product and either mail or schedule carrier



		pickup on the same day, or the next available day. Should the Customer fail to return the defective item, a fee may be charged.

General Customer Responsibilities

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

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

Onsite Obligations. Where Services require onsite 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 system does not already include these items. An adult (whether Customer or Customer's authorized representative) must be present at all times during the service technician's visit. If you or your authorized representative is not at the location when the service technician arrives, we regret that the service technician cannot service your System. If this occurs, you may be charged an additional charge for a follow-up service call.

Maintain Software and Serviced Releases. Customer will maintain software and Supported Products at Dell-specified minimum release levels or configurations as specified at the support webpages located at www.dell.ca. Customer must also ensure installation of remedial replacement parts, patches, software updates or subsequent releases as directed by Dell in order to keep the Supported Products eligible for this Service.

Data Backup; Removing Confidential Data. Customer will complete a backup of all existing data, software and programs on all affected 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. In addition, Customer is responsible for removing any confidential, proprietary, or personal information and any removable media such as SIM cards, CDs, or PC Cards regardless of whether an onsite technician is also providing assistance.

DELL WILL HAVE NO LIABILITY FOR:

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

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

Antivirus Set up. Prior to receiving antivirus software setting assistance, the customer must have an active antivirus subscription service.

Third Party Warranties. These Services may require Dell to access hardware or software that is not manufactured by Dell. Some manufacturers' warranties may become void if Dell or anyone else other than the manufacturer works



on the hardware or software. Customer will ensure that Dell's performance of Services will not affect such warranties or, if it does, that the effect will be acceptable to Customer. Dell does not take responsibility for third party warranties or for any effect that the Services may have on those warranties.



Dell Services Terms & Conditions

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

Please see the table below which lists the URL applicable to your Customer location where your Agreement can be located. The parties acknowledge having read and agree to be bound by such online terms.

Customer Location	Terms & Conditions Applicable to Your Purchase of Dell Services	
	Customers Purchasing Dell Services Directly From Dell	Customers Purchasing Dell Services Through an Authorized Dell Reseller
United States	U.S. Consumer Terms of Sale at www.dell.com/terms	U.S. Consumer Terms of Sale at www.dell.com/terms
Canada	www.dell.ca/terms (English) www.dell.ca/conditions (French-Canadian)	www.dell.ca/terms (English) www.dell.ca/conditions (French-Canadian)

* Customers may access their local www.dell.com website by simply accessing www.dell.com from a computer connected to the Internet within their locality or by choosing among the options at Dell’s “Choose a Region/Country” website available at <http://www.dell.com/content/public/choosecountry.aspx?c=us&l=en&s=gen>.

All Customers:

Prior to the expiration of your service contract and subject to the limitations set forth in this Service Description, you may be able to extend your service period based on available options then in effect for your Supported Product; provided however, that the duration of your service contract shall not extend beyond the duration of the Limited Hardware Warranty (including any warranty extensions). Customer further agrees that by renewing, modifying, extending or continuing to utilize the Service beyond the initial term, the Service will be subject to the then-current Service Description available for review at www.dell.com/servicesdescriptions/global.

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

By placing your order for the Services, receiving delivery of the Services, utilizing the Services or associated software or by clicking/checking the “I Agree” button or box or similar on the Dell.com website in connection with your purchase or within a Dell software or Internet interface, you agree to be bound by this Service Description and the agreements incorporated by reference herein. If you are entering this Service Description on behalf of a company or other legal entity, you represent that you have authority to bind such entity to this Service Description, in which case “you” or “Customer” shall refer to such entity. In addition to receiving this Service Description, Customers in certain countries may also be required to execute a form of signed Order Documentation.



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

1. Supported Products

This Service is available on supported products which include select Dell Venue™, Inspiron™, XPS, and Alienware branded products which are purchased in a standard configuration (“**Supported Products**”). The specific Product covered under this Agreement is described on your invoice or the information page included with your copy of this Agreement. Supported Products are added regularly, so please contact a sales representative or www.dell.ca for the most up-to-date list of Services that are available on your 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.

2. Term of Service

This Agreement commences on the date you place your order and continues through the Term of Service. The “Term of Service” begins on the invoice date and extends for the term indicated on the Customer’s invoice. Unless otherwise agreed in writing between Dell and the Customer, purchases of Services under this Agreement shall be solely for Customer’s own internal use and not for resale or service bureau purposes.

3. Parts and Product Ownership

All Dell parts or components removed from the Supported Product and any original products for which customer received a replacement product become the property of Dell. If Dell delivers a replacement part, component, or product to Customer, Customer must relinquish the item to Dell, unless Customer has purchased “Keep Your Hard Drive” for the affected product, in which case Customer may retain the respective hard drive(s). If Customer does not relinquish the item to Dell as required above, or if the unit is not returned within ten (10) days in accordance with written instructions provided with the replacement unit (in the event the replacement unit was not delivered in person by a Dell technician), Customer agrees to pay Dell for the replacement unit upon receipt of invoice. **IF YOU FAIL TO PAY DELL FOR ANY PART, COMPONENT, OR PRODUCT, THEN DELL MAY CANCEL THIS AGREEMENT, SUSPEND YOUR WARRANTY AND/OR SERVICE SUPPORT ON ANY DELL PRODUCT YOU MAY OWN UNTIL THE APPLICABLE AMOUNT IS PAID, AND/OR TAKE OTHER LEGAL STEPS.** A suspension of warranty or service for failure to properly return a part, component, or product will not toll the term of your warranty or service contract.

4. Parts

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

5. 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. 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 Dell Limited Hardware Warranty. 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 Dell Limited Hardware Warranty, 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.

6. Important Additional Information

No Warranties. CUSTOMER ACKNOWLEDGES AND AGREES THAT GIVEN THE NATURE OF THE SERVICE, THESE SERVICES ARE PROVIDED “AS IS” AND DELL MAKES NO WARRANTIES OR CONDITIONS REGARDING THE SERVICE OR THE RESULTS OF THE SERVICE, WHETHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, ANY



IMPLIED WARRANTIES OR CONDITIONS OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. DELL EXPRESS DISCLAIMS ALL WARRANTIES AS TO THE SERVICES PROVIDED HEREUNDER.

Limitation of Liability. CUSTOMER'S SOLE AND EXCLUSIVE REMEDY AND DELL'S ENTIRE, COLLECTIVE LIABILITY IN CONTRACT, TORT, OR OTHERWISE, UNDER THIS SERVICE DESCRIPTION IS A PRO-RATED REFUND OF THE AMOUNTS PAID TO DELL FOR THE SERVICE THAT IS THE BASIS OF THE CLAIM. UNDER NO CIRCUMSTANCES WILL DELL BE LIABLE TO YOU OR ANY OTHER PERSON FOR ANY DAMAGES, INCLUDING, WITHOUT LIMITATION, ANY INDIRECT, INCIDENTAL, SPECIAL, OR CONSEQUENTIAL DAMAGES, EXPENSES, COST, PROFITS, LOST SAVINGS OR EARNINGS, LOST OR CORRUPTED DATA, OR OTHER LIABILITY ARISING OUT OF OR RELATED TO THIS AGREEMENT, OR OUT OF THE INSTALLATION, DEINSTALLATION, USE OF, OR INABILITY TO USE THE SYSTEM, OR OUT OF THE USE OF ANY SERVICE MATERIALS PROVIDED HEREUNDER.

THIS AGREEMENT GIVES YOU SPECIFIC LEGAL RIGHTS AND YOU MAY HAVE OTHER RIGHTS THAT VARY FROM JURISDICTION TO JURISDICTION. SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OR LIMITATION OF (i) INCIDENTAL OR CONSEQUENTIAL DAMAGES OR (ii) IMPLIED WARRANTIES, SO THE ABOVE EXCLUSIONS MAY NOT APPLY.

Governing Law. THIS AGREEMENT SHALL, TO THE EXTENT PERMITTED BY APPLICABLE LAW, BE GOVERNED BY THE LAWS OF THE PROVINCE OF ONTARIO AND THE FEDERAL LAWS OF CANADA APPLICABLE THEREIN, WITHOUT REGARD TO CONFLICTS OF LAWS RULES.

Notices. Any written notices provided by you to Dell must be sent to the following address: Dell Canada Inc., 155 Gordon Baker Rd. Suite 501, North York, ON, M2H3N5. Attn: Service and Support Department.

Severability. If any provision of this Service Description is void or unenforceable, the parties agree to delete it and agree that the remaining provisions will continue to be in effect.

Commercially reasonable limits to scope of service. Dell may refuse to provide Services if, in its opinion, providing the Services creates an unreasonable risk to Dell or Dell's Service providers or is beyond the scope of Services. Dell is not liable for any failure or delay in performance due to any cause beyond its control. Service extends only to uses for which the Supported Dell Product was designed. Customer acknowledges that Dell may not be able solve Customer's particular problem.

Optional services. Optional services (including point-of-need support, installation, consulting, managed, and 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 the terms and conditions of this Service Description.

Assignment. Dell may assign this Service and/or Service Description or subcontracts the Service or parts thereof to qualified third party service providers.

Complete Agreement. THIS SERVICE DESCRIPTION IS THE COMPLETE AND EXCLUSIVE STATEMENT OF THE AGREEMENT BETWEEN YOU AND DELL AND IT SUPERSEDES ALL PRIOR ORAL AND WRITTEN PROPOSALS AND COMMUNICATIONS PERTAINING TO THE SUBJECT MATTER HEREOF.

Cancellation.

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;
- Customer fails to abide by all of the terms and conditions set forth in this Service Description;
- If you threaten the technician either verbally or physically;
- If your location or the general area where the product is located is infested with insects, rodents, pests, biohazards, human or animal excrement and/or chemicals as reasonably determined to be unsafe by the technician; or
- Customer repeatedly misuses this Service for out of scope issues or otherwise violates the terms of Dell's fair use policy as provided herein.

If Dell cancels this Service for any of the above reasons, 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 for any of the above reasons, Customer shall not be entitled to any refund of fees paid or due to Dell. Additionally, Dell may, at its discretion, terminate the Services on thirty (30) days' notice to Customer, in which case Customer will be entitled to a pro-rated refund of any unearned fees for Services that Customer paid.

Geographic limitations & relocation. This Service will be delivered to the site(s) indicated on the Customer's invoice. This Service is not available in all areas. In situations when relocation occurs to a destination country where the Service is already available, Dell will use commercially reasonable efforts to honor the Service obligation, per the terms of Service in the destination country. In situations where relocation occurs to a country where the Service is unavailable, the Service does not transfer. Service options, including service levels and technical support hours will vary by geography and certain options may not be available for purchase in Customer's location. Dell's obligation to supply the Services to relocated Supported Dell Products is subject to local service availability and may be subject to additional fees.

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 Dell Product before the expiration of the then-current service term, provided Customer is the original purchaser of the Supported Dell Product and this Service, or Customer purchased the Supported Dell Product and this Service from its original owner (or a previous transferee) and complied with all the transfer procedures available at www.dell.com/support. A transfer fee may apply. Please note that if Customer or Customer's transferee moves the Supported Dell Product to a geographic location in which this Service is not available (or is 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.

Fair Use Policy. The use of these Services is subject to Dell's fair use policy. Dell's fair use policy provides that if at any time, in Dell's sole discretion, a user is found to be abusing the Services by exceeding the level of reasonably expected use, then Dell reserves the right to suspend or cancel these Services. In addition, Dell reserves the right to suspend or cancel any Services that Dell, in its sole discretion, determines are being used (a) fraudulently, (b) by any person other than the eligible customer or his or her permitted transferee hereunder, or (c) for any computer system other than a Supported Dell Product.

Recording Calls. In carrying out its obligations, Dell, or its third party sub-contractors, may at its discretion and solely for the purposes of monitoring the quality of Dell's response, record part or all of the calls between you and Dell. **By utilizing these Services, you consent to have your calls with Dell or its third-party subcontractors monitored or recorded.**

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