

# Service Description

## Dell Premium Support Incident-Based Service

---

### Introduction

Dell is pleased to provide Dell Premium Support Incident-Based Service (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 Incident-Based Service may be offered on a per incident basis, multi-incident, or annual basis for an additional fee to help resolve isolated and specific software issues. When purchased as a single-incident, support is limited to a single Dell branded product. When purchased as multi-incident or annual support, coverage extends to any Dell Supported Product owned by customer.

The Service provides remote technical support for software issue resolution through both online support and trained phone support specialists for Dell branded products. Software issue resolution includes simple “how to” advice for commonly available applications such as internet browsers, operating system software, personal finance software, productivity applications, e-mail applications and movie/picture editing software made available via telephone. In addition, “how to” advice is available for antivirus setup, virus remediation and printer/networking connection to the Dell product, also made available via telephone or remote support. **Hardware issue resolution is not part of the Premium Support Incident-Based Service.**

THIS SERVICE DESCRIPTION IS A CONTRACT BETWEEN YOU AND DELL. PLEASE TAKE THE TIME TO READ THE FOLLOWING TERMS AND CONDITIONS UNDER WHICH DELL MARKETING L.P. (“DELL”) AGREES TO PROVIDE SERVICES FOR ISSUES SPECIFIED IN THIS SERVICE DESCRIPTION. **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:

- Online and phone-based troubleshooting assistance for a software issue. Support is available between 9am-6pm IST Mon-Fri (Excluding Holidays)
- A single diagnostic event (or multiple events for purchasers of multi-incident or annual support contracts) of remote troubleshooting assistance for common support issues in accordance with the information below delineating the available services and description of support. When available, and with Customer’s consent, Dell technicians may connect directly to your system over a secure internet connection to help troubleshoot issues.
- Remote software resolution assistance details: Dell experts provide software issue resolution for Dell branded products through “how to” help, software installation and un-install assistance, upgrade help or through re-installation of factory settings. Software resolution assistance is limited to commonly available software titles that are either purchased on the Dell branded product or may be purchased separately and are installed on the Dell branded product. Applications listed below are illustrative. Final determination on whether specific software is supported will be made by the trained Dell technician at the time of contact. o

- Commonly available e-mail programs, which may include but are not limited to Outlook® or Outlook Express®
- o Commonly available Internet browser programs, which may include but are not limited to Firefox®, Google Chrome™, Opera™ software or Windows® Internet Explorer®
- o Commonly available productivity software, which may include but is not limited to Microsoft® Office®, Open Office, Adobe® Photoshop® Elements, Adobe® Reader®, Google Docs™
- o Commonly available financial software, which may include but is not limited to Quicken®
- o Commonly available movie and picture editing software, which may include but is not limited to Adobe® Photoshop®, Picasa™ or Roxio® Easy Media Creator
- Remote assistance with Antivirus software setup on your Supported Dell Product
- o Customers with current antivirus subscription service can receive assistance with antivirus software scheduling and setup.
- Remote assistance with virus remediation: Help troubleshooting and remediating most virus and spyware.
- Remote assistance with setting up your wired/wireless network device, as well as setting up your printer on your Supported Dell Product
  - Help with connecting to your wired/ wireless network
  - Help with printer setup
- o Troubleshooting for common wired network, wireless network or printer set up issues specific to the connection process
- o Simple "how to" advice on:
  - o How to perform data backup
  - o How to connect to the internet
  - o How to transfer files to your new computer
  - o How to install recommended patches/ fixes
  - o How to personalize your desktop
  - o How to install peripherals
- Client operating system and application "Getting Started" assistance associated with common third-party end-user applications such as Norton AntiVirus™ software, Microsoft® Office® software suite, Intuit® QuickBooks® accounting software, Adobe® Photoshop® software and Acrobat® software.
- Data Migration, Backup and File Transfer Support: Help copying data from one hard drive to another and data migration from one system to another. Formatting and preparing drive receiving data transfer to operate in host system. Help backing up customer data from Dell PC to customer owned external media. Help using software utilities to recover missing or corrupt files wherever possible. (Some files may not be recoverable.)
- Security: Help with basic configuration and installation of key security software (purchased separately by Customer), and help setting up virus scans and personal firewalls.

## Service Procedures & Dell Responsibilities for Premium Support Incident-Based Service

**Receiving Incident Support.** Customer, or persons authorized by Customer, should contact Dell Technical Support as specified in "How to contact Dell if you require service" below in order to receive support. A Dell technician will ask for Customer's order number, relevant hardware and software brands, and model or version numbers. To receive Service, Customer must confirm that Customer (a) has full access to the hardware and/or software that is the basis of the problem, and (b) has completed a back-up of any software or data that may be impacted by the Supported Product.

**Order Number.** Customer's right to receive Service is not transferable, and customer must maintain the confidentiality of the order number provided by Dell in connection with these Services. **Dell is not responsible for unauthorized use of a Customer's contract or order number.**

**Spyware/Virus Remediation.** Customer acknowledges that alteration or remediation of some spyware and virus programs may impair the performance of certain programs. In addition, altering or removing such programs may be restricted by certain software licenses. It is Customer's responsibility to examine such licenses and to ensure that the procedures performed as part of these Services will not affect these licenses, or, if they do, that the effect on such licenses or system performance is acceptable to Customer. Customer further acknowledges that these Services cannot guarantee that additional spyware and viruses will not return to or appear on a Customer's system after Services have been rendered. Given the increasing complexity of anti-malware/virus remediation activities, and the variety of problems that can arise as a result of the introduction of malicious code, Customer acknowledges that Dell's performance of this Service does not provide any guarantee that there will be no malware present after the Service has been performed. Dell expects its customers to employ protective software, such as anti-virus/antimalware software and firewalls, to protect a customer's own network and systems against unauthorized access and the automated spread of malicious software.

**Copying of Files.** Dell is not permitted by law to copy pirated or copyrighted materials. Customer acknowledges that Customer owns the copyright or has a license to make copies to all of the files on their system and that Customer does not have any files on their system which would cause Dell to be liable for copyright infringement if those files were copied by Dell as part of the Services, including but not limited to, music files, motion picture files or photographic files that are subject to copyright restrictions. Customer accepts responsibility for, and agrees to indemnify and hold Dell harmless from, any and all liability, damages, claims or proceedings arising out of Customer's failure to remove any such files from their system prior to calling Dell for Services.

### Premium Support Incident-Based Service does not include:

- Any services, tasks or activities other than those specifically noted in this Service Description.
- Parts and labor service
- Technical support for shareware applications
- Technical support for software applications that Dell deems uncommon or not supported by the OEM manufacturer
- Support for hardware (including, but not limited to, any repair or replacement of hardware)
- Support for advanced wired/ wireless networking or network optimization
- Support for web development, database programming or scripting assistance
- Where Dell determines there is no trouble found (the error cannot be recreated)

### How to contact Dell if you require service

Service is delivered through remote online or phone-based support. Depending upon the nature of your issue or question, remote diagnosis or troubleshooting under your Dell Limited Hardware Warranty (see <http://www1.ap.dell.com/content/topics/global.aspx/services/service-contracts/service-contracts?c=in&l=en&s=dhs&cs=indh1&redirect=1>) may be 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, and email support may be available. Online, chat and email support contact information is available at [www.dell.co.in/support](http://www.dell.co.in/support)

#### Telephone support requests:

Highly trained telephone-based technical assistance is available between 9am-6pm IST Mon-Fri each week (excluding 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
INDIA	1-800-425-2073

#### 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 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.

## 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, and Phone Analyst.** Customer will cooperate with and follow the instructions given by any Dell remote support service or phone analyst.

**Maintain Software and Service Releases.** Customer will maintain software and Supported Products at Dell specified minimum release levels or configurations as specified on [www.dell.co.in/support](http://www.dell.co.in/support). 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 a repair 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. If Customer also is returning a Supported Product as part of a hardware repair under the Dell Limited Hardware Warranty or a separate service contract, then 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.

**For INDIAN Consumers:** Dell is pleased to provide these services to Consumers in accordance with this Service Description and the applicable End User Agreement" at <http://www.dell.com/learn/in/en/incorp1/terms-of-sale-consumer-service-contracts> (each referred to as an "Agreement").

### 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.co.in/servicecontracts](http://www.dell.co.in/servicecontracts).

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, 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.co.in](http://www.dell.co.in) 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. 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.

### 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 REGARDING THE SERVICE OR THE RESULTS OF THE SERVICE, WHETHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. DELL EXPRESSLY 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.

**Binding Arbitration.** THIS AGREEMENT REQUIRES THE USE OF ARBITRATION ON AN INDIVIDUAL BASIS TO RESOLVE ANY AND ALL DISPUTES OR CONTROVERSIES BETWEEN CUSTOMER AND DELL, RATHER THAN JURY TRIALS OR CLASS ACTIONS, ACCORDING TO THE TERMS IN DELL'S India. TERMS OF SALE (see [www.dell.co.in/terms](http://www.dell.co.in/terms)). Neither Dell nor you may institute any action in any form arising out of this Service Description more than eighteen (18) months after the cause of action has arisen, or in the case of nonpayment, more than eighteen (18) months from the date of last payment.

**Governing Law.** THIS AGREEMENT SHALL, TO THE EXTENT PERMITTED BY APPLICABLE LAW, BE GOVERNED BY THE LAWS OF INDIA, WITHOUT REGARD TO CONFLICTS OF LAWS RULES.

**Notices.** Any written notices provided by you to Dell must be sent to the following address: Dell India Private Limited. Divyasree Greens. Ground Floor, #12/1, 12/2A, 13/1A, Challaghatta Village, Varthur Hobli, Bangalore South, Bangalore-560 071 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 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.** If you purchased this service from a seller other than Dell, please see your sales receipt or other sales documentation for return policy, and please visit your original place of purchase for returns, cancellations, or refunds. FOR CUSTOMERS WHO PURCHASED FROM DELL, YOU MAY CANCEL THIS AGREEMENT BY PROVIDING TO DELL AT LEAST THIRTY (30) DAYS WRITTEN NOTICE OF THE DECISION TO CANCEL. DELL WILL ISSUE A REFUND TO YOU FOR ANY UNUSED PORTION OF THE SERVICE TERM FOR WHICH YOU HAVE PAID. IF MORE THAN THIRTY (30) DAYS HAVE TRANSPIRED FOR THE CURRENT CONTRACT YEAR, THEN A REFUND WILL NOT BE PAID FOR THAT CURRENT CONTRACT YEAR. THE BASE LIMITED HARDWARE WARRANTY MAY NOT BE CANCELLED. CANCELLATION OF EXTENDED WARRANTIES OR ADDITIONAL SERVICES AT ANY TIME AFTER THE ORDER IS PLACED MAY REDUCE ANY APPLICABLE DISCOUNT AND MAY REQUIRE RETURN OF THE COMPLETE PRODUCT.

Dell may 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.co.in/support](http://www.dell.co.in/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.**

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

