



Service Description

Dell Data Assistant – Migrate

Introduction

Dell is pleased to provide Dell Data Assistant - Migrate (the “Service(s)”, “Dell Migrate”, or “Migrate”) in accordance with this Service Description (“Service Description”). Your quote, order form, receipt, information page, or other mutually-agreed upon form of invoice or order acknowledgment (as applicable, the “Order Form” or “Order Documentation”) will include the name of the Service(s) and available Service options that you purchased.

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. OR DELL’S AUTHORIZED PARTNER OR RESELLER REFERENCED ON YOUR ORDER FORM (“DELL”) AGREES TO PROVIDE THE SERVICES. **FOR CUSTOMERS IN THE UNITED STATES AND CANADA: THIS SERVICE DESCRIPTION REQUIRES THE USE OF ARBITRATION ON AN INDIVIDUAL BASIS TO RESOLVE DISPUTES, RATHER THAN JURY TRIALS OR CLASS ACTIONS. FOR ALL OTHER CUSTOMERS: THE DISPUTE RESOLUTION TERMS THAT APPLY TO YOU ARE SET OUT IN YOUR TERMS OF SALE.**

FOR COUNTRIES WHERE DELL DOES NOT SELL DIRECTLY TO END USERS, THESE CONTRACT TERMS MAY VARY DEPENDING UPON THE SELLER’S TERMS.

This Service Description is subject to Dell’s Terms of Sale when product has been purchased from Dell directly. For all commercial customers, this Service Description is subject to Dell’s Commercial Terms of Sale.

Nothing set out in this Service Description affects or reduces the statutory rights and remedies under applicable consumer protection laws that, by law, may not be altered or reduced, and Dell’s commercial warranties do not affect any applicable statutory warranties or other rights for consumers.

The Scope of This Service

This Service consists of a data migration service for your Dell-branded Supported Product (Microsoft Windows 10 or later) that allows you to copy certain data and settings from personal computers (Microsoft Windows 8.1 or later) to the Supported Product. This Service also consists of a data erase and PC reset service for your Dell-branded Supported Product and lets you erase and reset your other personal computers (Microsoft Windows 8.1 or later). Data and settings on your old PC will remain intact. You may use the Service an unlimited number of times during the time period specified on your Order Documentation. In addition, if you wish to use the Service to migrate data to more than one Dell-branded Supported Product, then separate Service must be purchased for each Supported Product.

Before using the Service, please perform a backup of data for both the old and new PCs as detailed in the “Data Backup” section of General Customer Responsibilities below.

Please refer to **Attachment A** of this Service Description for more information on the scope of the Service, configuration specifications, how to use the Service, Customer Responsibilities, exclusions, and other details.



Exclusions

For the avoidance of doubt, the following activities and any activities listed as exclusions in the Attachments to this Service Description are not included in the scope of this Service:

- Onsite support;
- Hardware technical support for your product (though hardware support may be provided under your separate warranty or service contract with Dell);
- Help with antivirus/spyware removal;
- Back up of any data, software, or programs
- Recovery, restoration or reinstallation of any programs or data; and
- Any Services, tasks or activities other than those specifically noted in this Service Description.

How to contact Dell

You may contact Dell about the Service at the number below or refer to the Contact Us section of our online store for a complete list of our contact details and support options. When prompted be prepared to enter the express service code located on the Supported 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
Other Countries	Please refer to the Contact Us section of our online store for a complete list of our contact details and support options or go to https://www.dell.com/support/incidents-online/en-us/contactus/dynamic

Customer Feedback

Customer acknowledges that Dell may request Customer's participation in a Customer feedback survey upon completion of the migration service.

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.

Customer Cooperation. Customer understands that this is a self-service Service offering. However, if Customer seeks technical support related to the Service from Dell, then Customer will cooperate with and follow the instructions given by any Dell remote support service, phone analyst, or technicians. Experience shows that most 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.

Maintain Software and Serviced Releases. Customer will maintain software and Supported Products at Dell- specified minimum release levels or configurations as specified on www.dell.com/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 use 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 technician is also providing assistance.

Except to the extent this cannot be deviated from under mandatory applicable law, 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.

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.

Terms and Conditions. This service description is subject to Dell's Terms of Sale when product has been purchased from Dell directly. Nothing set out in this Service Description affects or reduces the statutory rights and remedies under applicable consumer protection laws that, by law, may not be altered or reduced.

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 U.S. Consumers: Dell is pleased to provide these services to Consumers in accordance with this Service Description and the applicable "U.S. Consumer Terms of Sale" at <http://www.dell.com/terms> (referred to as an "Agreement").

For All Customers: 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)



Latin America & Caribbean Countries	Local www.dell.com country-specific website or www.dell.com/servicecontracts	Local www.dell.com country-specific website or www.dell.com/servicecontracts
Asia-Pacific-Japan	Local www.dell.com country-specific website or www.dell.com/servicecontracts In addition, customers located in China can select the applicable URL below: China: https://www.dell.com/learn/cn/zh/cncorp1/terms	Service Descriptions and other Dell service documents which you may receive from your seller shall not constitute an agreement between you and Dell 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. As a consequence hereof any reference to “Customer” in this Service Description and in any other Dell service document shall in this context be understood as a reference to you whereas any reference to Dell shall only be understood as a reference to Dell as a service provider providing the Service on behalf of your seller. You will not have a direct contractual relationship with Dell 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.
Europe, Middle East, & Africa	Local www.dell.com country-specific website or www.dell.com/servicecontracts In addition, customers located in France, Germany and the UK can select the applicable URL below: France: www.dell.fr/ConditionsGeneralesdeVente Germany: www.dell.de/Geschaeftsbedingungen UK: www.dell.co.uk/terms	Service Descriptions and other Dell service documents which you may receive from your seller shall not constitute an agreement between you and Dell 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. As a consequence hereof any reference to “Customer” in this Service Description and in any other Dell service document shall in this context be understood as a reference to you whereas any reference to Dell shall only be understood as a reference to Dell as a service provider providing the Service on behalf of your seller. You will not have a direct contractual relationship with Dell 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.



* 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. 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/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.

Supplemental Terms & Conditions

1. Supported Products

This Service is available on supported products which include select XPS, Inspiron, Inspiron G Series, 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.com 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. For countries where Dell does not sell directly to end customers, the Agreement commences at the time of first purchase and lasts for a period as stated by Dell in supporting documents (e.g. Dell invoice) and Dell website. 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 bureaupurposes.

3. 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. TO THE EXTENT ALLOWED BY LOCAL LAW, 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. FOR CUSTOMERS IN THE U.S. AND CANADA: 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 TERMS OF SALE (see www.dell.com/terms for US and www.dell.ca/terms (English) or www.dell.ca/conditions (French-Canadian) for Canada). 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. **FOR ALL OTHER CUSTOMERS: THE DISPUTE RESOLUTION TERMS THAT APPLY TO YOU ARE SET OUT IN YOUR TERMS OF SALE.**

Governing Law. THIS AGREEMENT SHALL, TO THE EXTENT PERMITTED BY APPLICABLE LAW, BE GOVERNED BY THE LAWS OF THE STATE OF TEXAS, WITHOUT REGARD TO CONFLICTS OF LAWS RULES. DIFFERENT GOVERNING LAW PROVISIONS MAY APPLY TO YOU AS SET FORTH IN **EXHIBIT A**.

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. IF YOU HAVE NOT USED THE SERVICE, THEN 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 OR THE SHORTER CONTRACT PERIOD SPECIFIED ON YOUR ORDER DOCUMENTATION, THEN A REFUND WILL NOT BE PAID FOR THAT CURRENT CONTRACT YEAR OR PERIOD. THE BASE LIMITED HARDWARE WARRANTY OR BASIC HARDWARE SERVICES AGREEMENT, AS APPLICABLE, 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.

If you are a consumer, the Cancellation clause above does not affect any applicable statutory warranties or rights for consumers.

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 local 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 target 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 target 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 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, to the extent allowed by local law, 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 and to the extent allowed by local law, 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.**



Exhibit A

Country-Specific Terms and Conditions

Unless separate governing law and jurisdiction provisions are set forth for the Customer's country in this **Exhibit A**, the Terms & Conditions Applicable to Your Purchase of Dell Services (as detailed in the Services Terms and Conditions section above), or elsewhere in this Agreement, each party agrees to the governing law and jurisdiction provisions set forth in the terms of sale for the Service, without regard to choice or conflicts of law rules or the United Nations Convention on the International Sale of Goods.

Country-Specific Provisions on Governing Law and Jurisdiction for Asia-Pacific and Japan (APJ) Customers. The governing law and which courts can adjudicate any dispute arising out of or in connection with this Agreement depends on where Customer is domiciled. Each party agrees to the applicable governing law below, without regard to choice or conflicts of law rules or the United Nations Convention on the International Sale of Goods, and to the exclusive jurisdiction of the applicable courts below.

If Customer is domiciled in:	The governing law is:	The courts having jurisdiction are:
China	Laws of People's Republic of China	Exclusive jurisdiction of the People's Court in Xiamen
Hong Kong and Macau	Laws of Hong Kong	Non-exclusive jurisdiction of the courts of Hong Kong
Taiwan	Laws of Taiwan	Non-exclusive jurisdiction of the Taipei District Court in the ROC
Korea	Laws of Korea	Non-exclusive jurisdiction of the Seoul Central Regional Court
Malaysia	Laws of Malaysia	Non-exclusive jurisdiction of the courts of Malaysia
Singapore	Laws of Singapore	Non-exclusive jurisdiction of the courts of Singapore
Thailand	Laws of Thailand	Non-exclusive jurisdiction of the courts of Thailand
India	Laws of India	exclusive jurisdiction of the courts in Bangalore
Any other country in the Asia Pacific & Japan region except Australia, and	Laws of Singapore	Non-exclusive jurisdiction of the courts of Singapore

Country-Specific Provisions for Customers in Canada.

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.

Country-Specific Provisions for U.S. Customers.

Notices. Any written notices provided by you to Dell must be sent to the following address: Dell Marketing L.P., One Dell Way, Round Rock, TX 78682, Attn: Service and Support Department.

Country-Specific Provisions for Brazil Customers. This agreement shall be governed by the Laws of Brazil.



Attachment A

Migrate

Dell Migrate allows you to copy data, personal settings, records and files from one PC (the old PC) to your latest Dell PC (the new PC). Migrate will discover your files and settings and provide you with the choice of allowing Migrate to either 'Move everything for me' or to personally select what gets migrated with 'Let me choose'. You will also have the option to erase your personal data from your old PC and restore the operating system. Otherwise, data, settings, records, and files on your old PC will remain intact.

Before getting started with Migrate (both PCs)

Customer agrees to the following customer-specific responsibilities:

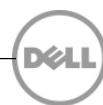
- We recommend that you perform a backup of data for both the old and new PCs as detailed in the "Data Backup" section of General Customer Responsibilities in this Service Description.
- Ensure Migrate has been purchased and is available on the new Dell PC.
 - See 'Finding Migrate' below if you are unsure how to ensure Migrate is available on your PC
- Ensure the new Dell PC to which you would like to copy data is operable and running Windows 10 or newer
- Ensure Dell SupportAssist is installed on the new Dell PC and updated to the latest version
 - Most Dell PCs already have SupportAssist installed. If not already installed, then please see SupportAssist installation details in the Finding Migrate section below.
- Ensure the old PC from which you would like to copy data is operable and running Windows 8.1 or newer
- Ensure the Dell Data Assistant executable is downloaded and available on the old PC. You can find instructions on where to find and how to download the Dell Data Assistant executable within the 'We're looking for your old PC' section of Migrate on your new PC.
- Ensure both the old and the new PCs are connected to a power source and connected to the same network
 - **For greater security, we highly recommend that you use a private, trusted network.**
- Ensure you are logged in as an administrator on both PCs
- Ensure any active antivirus permissions are set to allow Migrate to connect your PCs. A firewall or router must be configured properly to allow Migrate to connect over the necessary ports
- Ensure sufficient space is available on the new PC
- Ensure no applications are running on either PC
- We recommend that you run antivirus software on your old PC prior to initiating Migrate.

Finding Migrate

- For your convenience, Migrate can be accessed via SupportAssist on your new Dell PC. Open SupportAssist and run Migrate from the Home page at any time during your Migrate entitlement.
- Most Dell PCs already have SupportAssist installed. If needed, download and install SupportAssist from Dell.com; Dell SupportAssist for PCs. Once installed, run Dell Migrate from the SupportAssist Home page at any time during your Migrate entitlement.

Getting Started

- If you purchased Dell Migrate at the same time you purchased a new Dell PC, then Migrate should auto-present soon after you have completed the Microsoft out-of-box and My Dell experiences. If you purchased Migrate separately from a new Dell PC purchase, you will need to open SupportAssist and run Migrate from the SupportAssist Home page.
- At any time during your Service term, you can open SupportAssist and run Migrate from the SupportAssist Home page.
- Many of the common file types can be migrated including Documents, Photos, Videos, Music and more.
- Types of settings that can be migrated include:



- Date and Time settings such as: Additional calendars, Additional clocks, User locale
- Appearance and Display settings such as: Wallpaper, Folder options, Taskbar settings, Colors
- Hardware settings such as: Phone and modem, Fax options
- Browser bookmarks such as: Internet Explorer favorites, Google Chrome bookmarks, Mozilla Firefox bookmarks
- Game settings
- User Control settings such as: Mouse, Keyboard, Sound
- Accessibility settings such as: High contrast, Toggle keys, Sticky keys, Filter keys, Color filters, and Magnifier.
- Types of data and settings that will not be migrated include:
 - Program applications
 - Program files
 - System files such as cached files and temp files
- Product configuration specifications, and covered data and settings may change from time-to-time. You may access a current list of specifications and the data and settings that can be migrated in the Dell Migrate section of the SupportAssist user guide on your Dell Supported Product.

During Migrate

- Once Migrate has successfully identified data to be migrated to your new PC, you will have the opportunity to choose either 'Move everything for me' or 'Let me choose what to move'. With 'Move everything for me' Migrate will transfer the data as identified. With 'Let me choose what to move' Migrate will provide the ability to choose specific data and drive mapping attributes.
- Length of Time: The file transfer time will vary depending on several factors, primarily the quantity of data transferred and the type of network utilized. Dell recommends using the 5GHz band of your wireless router or a wired network to help reduce transfer time.
- Please stay near both computers so that you can act on any prompts from the Service.
- Migrate will automatically open local network firewall ports to facilitate the transfer. Once Migrate is complete, it will close those ports. In certain circumstances where you have manually configured firewall rules, you may need to allow certain ports for the migration to complete.
- You can continue to use your new PC while the transfer is taking place. During the transfer, you will notice settings and files starting to move over.

After Migrate

After migration is done, your migrated files are typically available in the same locations as they were on your old PC. For instance, files in the Documents folder on your old PC are in the Documents folder on your new PC. Your settings are migrated transparently within Windows.

Erasing and Resetting your old PC

Once you've successfully migrated your data you'll be presented with an option to erase and reset your old PC. This is an especially important step if, for example, you want to erase data before selling, gifting or trading in your old PC.

- If your old PC is a Dell with the latest version of SupportAssist OS Recovery your personal data will be removed using Dell Reset and your PC will be restored to the out-of-box experience with Dell software preinstalled and ready to go.
- If your old PC does not meet these requirements, you will be guided through Windows Reset to remove your personal files and reset the operating system.



Important Note About Data Erasure

No data removal process leaves a hard drive or computer as free from residual data as a new product. Dell makes no recommendations regarding the customer's security needs or representations regarding the effectiveness of one method of data removal over another.

To learn more about the level of data erasure offered as part of the Service (Level 2) and other levels of erasure, please read the [Levels of erase](https://Dell.com/levelsoferase) document (Dell.com/levelsoferase)

Dell Data Assistant is designed to strike a balance between utility, ease-of-use, and effectiveness. It does so by:

- Being a simple-to-use solution, erasing data and automatically restoring the system to the first-boot experience.
- Erasing personal data to a Level 2 standard which overwrites the part of the disk where a file previously existed, as further described below and in the [Levels of erase](https://Dell.com/levelsoferase) document (Dell.com/levelsoferase)
- Retaining the PC's usefulness by leaving the operating system (Windows), reset capability, and drivers intact.
- Running as a standalone software solution that does not require additional hardware or tools.

By contrast, higher-level erase solutions may:

- Require additional hardware.
- Delete all operating system and recovery partitions, leaving a blank hard drive without an operating system.
- Meet certain erasure standards.
- Require manual steps and extra media to restore the PC's original functionality

If your old PC is a Dell with the latest version of SupportAssist OS Recovery, Dell Data Assistant works by leveraging special recovery software built into modern Dell Windows PCs that includes both the ability to overwrite (erase) user-addressable portions of the hard drive while also being able to reset the computer to a fresh operating state. It performs the following steps:

1. Determines sectors of the hard drive that contain Dell OS Recovery tools.
2. Overwrites all other sectors of the hard drive. These sectors are considered "user addressable" and are where personal data and the operating system is stored. Please note: since this is more thorough than a Level 1 erasure, this process may take several hours to complete.
3. Verifies all sectors have been successfully overwritten.
4. Initiates Dell OS Recovery, which begins rebuilding the operating system and Dell tools, restoring the system to a first-boot experience.

Exclusions

- Company-administered PCs
- Corporate networks
- Migration of files and settings which directly interfere with Windows operating system (OS) operations



- Migration of applications and programs
- Any activities other than those specifically set forth in this Service Attachment A
- Third-party applications
- Data removal or erasure in accordance with any standards other than those set forth in this Service Description

Additional Assistance

- Dell Migrate will help you through common troubleshooting scenarios.
- For added assistance, Dell Data Assistant provides on-screen help during the Service. This help can be accessed by clicking on the '?' and any instructional hyperlinks on the applicable screen.
- For additional self-service, please visit [Dell Migrate user guide](#) or the Dell Migrate section of the SupportAssist user guide on your Dell Supported Product.

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