



Dell Technologies

Service Description

Dell Learning

Introduction

Dell Learning is pleased to provide Learning Services (the “Service(s)”) in accordance with this Service Description (“Service Description”). Your quote, order form or other mutually agreed upon form of invoice or order acknowledgment (as applicable, the “Order Form”) will include the name of the service(s) and available service options that you purchased. For additional assistance or to request a copy of your service contract(s), contact [Dell Learning](#) or your sales representative.

The Scope of This Service

Dell Learning (“Dell”) offers technical courses and industry recognized certifications. Learning is provided in a variety of formats: On-Demand training and labs, Instructor Led training (Classroom or Virtual Classroom) open to any customer, or Dedicated Instructor Led training (Classroom or Virtual Classroom) open to a specific customer. **A list of available training courses and certifications can be found on the [Dell Learning Portal](#) at [learning.dell.com](#).** The available training courses and exams cover a variety of topics that range from technologies such as servers, storage, networking, and virtualization to automation and artificial intelligence products and solutions. Certification vouchers are made available at [learning.dell.com](#) and exams are delivered by the company Pearson Vue on behalf of Dell Learning. By ordering the Services hereunder, you acknowledge that you have read and understand which Services are available in your location. Once purchased, you will have access to the training course(s) for a period specified on your Order Form calculated from the date of purchase. After the period specified on your Order Form, the training course(s) will be considered delivered. Dell will provide course date and training location as required for the different types of training. If available in your country, you can also purchase Dell Learning Training Credits (the “Training Credits”) to acquire new training or exam vouchers or consume higher value training, when your balance is not sufficient.

On-Demand Training and Labs

On-Demand training is a self-paced, web-based training, where Dell will grant its learners access to courses purchased on [learning.dell.com](#). On-Demand training courses consist of:

- Courses that are packaged, and accessed asynchronously by individual learners, typically via a learning management system.
- Courses with one or more objectives, available anytime (rather than via a scheduled event)
- The use of technology to deliver instructional content and mediate learning activities via the usage of text, graphics, and multimedia.

On-Demand labs are self-guided, hands-on lab exercises that help you validate skills and concepts covered in courses. On-Demand labs consist of:

- Access to virtualized learning lab environments for a fixed period. During this time, you may enter and leave the lab sessions as often as needed. Work performed in the lab is automatically saved session-to-session for the duration of the lab period.
- A set of course-relevant lab guides to assist you in performing each task as you progress through the lab exercises.

Instructor Led Training (Open Enrollment)

Instructor Led Training (Open Enrollment) consists of:

- A synchronous learning environment with an in-person or online instructor facilitating the learning
- Classroom based training may be Classroom based with participants and instructor in a single location or a Virtual Class attended online by participants in different locations.
- Classroom training (in-person) is designed to be a synchronous learning environment, with participants and instructor in a single location, and open to attendance by different customers. The instructor facilitates Classroom courses in-person in an instructor led Classroom based setting.
- Virtual Classroom training is designed to be a synchronous learning environment, with participants in multiple locations, and open to attendance by different customers. The instructor facilitates Virtual Class courses in an instructor led setting remotely. Virtual Class training is delivered using web-conferencing conferencing or virtual classroom technology.
- All instructor led training courses are intended to take full advantage of interactions between participants and instructors, enabling discussion of the training material, both individually and in a group setting.

Instructor Led Training (Dedicated)

Instructor Led Training (Dedicated) consists of:

- Synchronous learning environment for a single customer. This training may be delivered as Classroom with participants and instructor at a single location or arranged by the customer or as a Virtual Class with students attending remotely from one or many locations.
- Dedicated Instructor Led training follows the same approach as Instructor Led Training (Open Enrollment).

Responsibilities specific to Instructor Led Training (Dedicated) training at a customer site include:

Customer Responsibilities:

Prior to the start of scheduled training, Customer will indicate to Dell in writing, a person to be the point of contact. All project communications will be addressed to such point of contact. The point of contact will:

- Have the authority to act for Customer in all aspects of the project and resolve conflicting Customer requirements.
- Coordinate with appropriate resources and provide facilities for the training services when Classroom training is being delivered.
 - If training takes place outside of a Dell facility, all facility expenses are to be paid by the customer.
 - Any food, refreshments, or additional services provided to the learners are to be provided at the customer's expense.
- Obtain and provide project requirements, information, data, decisions, and approvals within three working days of the request, unless both parties agree to a different response time.
- Provide accurate participant count and names prior to training, according to the number of participants defined in the Sales Order to Dell a minimum of twenty-one (21) days.

- prior to the delivery of the class.
- Ensure Dell instructors have reasonable and safe access to training facility, parking, telephone and internet connectivity and workspace, when Classroom training is being delivered.
- Complete the questionnaire provided by Dell to Customer prior to delivery of the course.
- Provide the following when Classroom training is being delivered with an in-person instructor:
 - Classroom of adequate size for the number of students and instructor. The classroom must be set up in standard classroom style with the instructor's teaching area (with access to the instructor computer (if applicable), data projector, required connectors, whiteboard or flip chart and power connections) at the front of the classroom facing the participants.
 - Data projector, required connectors and projection screen for presentations.
 - Student client machines to run labs. The customer is responsible for providing desktop or laptop computers for each student and the instructor (instructor machine is optional unless site is a secure location).
 - Whiteboard or flipchart with markers
 - Internet connectivity to remotely access Dell's Education Services' training systems, preferably hard wired or very stable wireless. The lab exercises are dependent on a stable connection.
 - Access to sufficient power connections

Dell Responsibilities:

Dell will send the Customer a questionnaire to be completed by the Customer and returned to Dell thirty (30) to sixty (60) days prior to course delivery. In addition, Dell will take the following steps:

- Provide the specific logistics and hardware requirements associated with the delivery
- Provide sample classroom layout and requirements
- Provide connection instructions
- Confirm personnel attending the training session
- Confirm training objectives, resources, and timeline
- Confirm logistics and training facilities as well as Customer responsibilities

If Dell can't reach an agreement with the Customer for the requirements listed above, Dell reserves the right to terminate the Services as described on the Order Form. If computer systems and/or internet connectivity meeting required specifications cannot be provided by the Customer, the course will be delivered in lecture only format referencing the production equipment. Labs and processes may be white boarded for optimal student learning.

The specific dates for conducting the course will be agreed upon by Customer and Dell. Unless otherwise stated in a separate statement of work, all training requirements checks must be scheduled at least twenty-one (21) full calendar days in advance of the requested training date; otherwise, a Change Request Form will need to be completed and approved by both Customer and Dell for any change to the original order, and additional costs evaluated.

Exams, Certifications & Digital Badges

Under the brand of [Dell Proven Professional Program](#), Dell Learning offers multiple ways for a customer to validate their skills and knowledge through assessment.

Exams:

Exam refers to any assessment, proctored or un-proctored, offered by Dell Proven Professional Program used to validate skills or knowledge. Exams are associated with a specific certification and are used as a way to validate a student's knowledge on a specific topic. Exams are updated and versioned as necessary to maintain currency with technologies and products they are associated with.

Certifications:

Certifications are Credentials defined as part of the Proven Professional program that define specific requirements necessary to validate skills on a specific product or technology. Achieving "Certification" is done by successfully passing all required exams and complying with all other requirements for the Credential related to that title.

Digital Badges:

Digital Badges are any one of the program badges established by Dell which you may become qualified to use by successfully passing all required tests and complying with all other requirements for the Credential associated with the Digital Badge.

Training Credits:

Training Credits are a flexible way to purchase training courses and exams delivered by Dell Learning or select third parties. Dell Learning services may be found on <http://learning.dell.com>. For third-party offers please contact [Dell Learning](#) or your sales representative.

Training credits can also be used to purchase Dell Learning Subscriptions, Training Courses and Packages, as explained in the sections below.

Training Credits may be redeemed in the country in which they are purchased. For exceptions, you should consult with the [Dell Learning](#) team prior to registering for a training outside the country in which your Training Credits were sold.

The duration of the term during which you can use the Training Credits to purchase Dell Learning training courses is twelve (12) months from the date of purchase of the Training Credits by you. All training courses redeemed against the Training Credits must be scheduled and delivered prior to expiration of your applicable 12-month period from the date of purchase of the Services on the Order Form, except to the extent applicable law requires otherwise. After your purchase of Training Credits, Dell will provide a credit balance report of your Training Credits in your account on the Dell learning portal. If you have questions about the expiration of your Training Credits, contact [Dell Learning](#) or your sales representative.

Dell's obligations to provide Dell Learning training to you in return for the Training Credits you purchase will be deemed satisfied after the 12 month period following the date of your purchase of the Training Credits, provided that Dell Learning and Customer will comply with applicable laws, and in the event of a conflict between this provision and your master agreement that authorizes the purchase of these Services, then such master agreement will take precedence over this Service Description. If the Training Credits expire, you will not receive a refund for the purchase of the Training Credits unless otherwise agreed between Dell Learning and Customer, and provided that Dell Learning and Customer will comply with applicable laws, and in the event of a conflict between this provision and your master agreement that authorizes the purchase of these Services, then such master agreement will take precedence over this Service Description.

Subscriptions:

Subscriptions are a flexible way to control your costs by buying access to specific library of training courses for a specific term, using training credits or purchased from Dell. There may be some restrictions on the use of Training Credits to purchase Subscriptions that contain Instructor Led Training (Open Enrollment). Please contact [Dell Learning](#) or your sales representative for more information.

Dell Learning Subscriptions are sold in increments of twelve (12) month terms beginning from the date of purchase of the Subscription by you or your organization (the "Subscription Term"). All training courses redeemed using your Subscription must be scheduled and delivered prior to expiration of your Subscription Term, except to the extent applicable law requires otherwise.

After you purchase your Subscription, Dell will provide access to a learning portal to allow you to activate and access your Subscription. Dell's obligations to provide Dell Learning training to you in return for the Subscription you purchase will be deemed satisfied after the Subscription Term, provided that Dell Learning and Customer will comply with applicable laws, and in the event of a conflict between this provision and your master agreement that authorizes the purchase of these Services, then such master agreement will take precedence over this Service Description. If the Subscription expires, you will not receive a refund for the purchase of the Subscription unless otherwise agreed between Dell Learning and Customer, and provided that Dell Learning and Customer will comply with applicable laws, and in the event of a conflict between this provision and your master agreement that authorizes the purchase of these Services, then such master agreement will take precedence over this Service Description.

Packages

Learning Packages are a flexible way to purchase a pre-packaged group of related training courses and exam vouchers offered by Dell. Your purchase of a Package allows you to access a set of Classroom or Virtual Class Training and related On Demand learning.

The duration of the term during which you can use the courses within your Package is twelve (12) months from the date of purchase of the Package by you. All training courses redeemed within your Package must be scheduled and delivered prior to expiration of your applicable 12-month period from the date of purchase of the Services on the Order Form, except to the extent applicable law requires otherwise.

After you purchase your Package, Dell will provide a learning portal to allow you to activate and access your purchased learning. Dell's obligations to provide Dell Learning training to you in return for the Package you purchase will be deemed satisfied after the 12 month period following the date of your purchase of the Package, provided that Dell Learning and Customer will comply with applicable laws, and in the event of a conflict between this provision and your master agreement that authorizes the purchase of these Services, then such master agreement will take precedence over this Service Description. If the Package expires, you will not receive a refund for the purchase of the Package unless otherwise agreed between Dell Learning and Customer and if Dell Learning and Customer will comply with applicable laws, and in the event of a conflict between this provision and your master agreement that authorizes the purchase of these Services, then such master agreement will take precedence over this Service Description.

Third Party Offerings

Dell (Supplier) may offer to supply products and services that are provided by a third-party manufacturer/supplier and that are neither Dell nor Dell -labeled ("Third-Party Offerings") and may include offerings from Supplier Affiliates using different brands other than "Dell". Notwithstanding any other provisions herein, Third-Party Offerings are subject to the standard license, services, warranty, indemnity of the third-party manufacturer/supplier (or an applicable direct agreement between Customer and such manufacturer/supplier), to which Customer shall adhere. Even if support fees are invoiced through Supplier, Third-Party Offerings are generally not supported by Supplier and Customer shall contact such third party directly for support (except as otherwise set forth in the applicable terms above). Any warranty, damages or indemnity claims against Supplier in relation to Third Party Offerings are expressly excluded.

For Red Hat offerings, see Red Hat's Enterprise Agreement terms at www.redhat.com/licenses and Training Policies, at <https://www.redhat.com/en/about/red-hat-training-policies>.

Exclusions

For the avoidance of doubt, the following activities are not included in the scope of this Service Description:

- Any services, tasks or activities other than those specifically noted in this Service Description, your Order Form, and any training not listed on the learning.dell.com.
- The development of any intellectual property created solely and specifically for the Customer.
- Dell will, at its sole discretion, determine the number of instructors and the appropriate skill sets necessary to conduct the training. Customer agrees that any Dell resource may be an employee or consultant of Dell and/or a Dell service provider.

This Service Description does not confer on Customer any warranties which are in addition to the warranties provided under the terms of your Agreement.

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

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

Customer Cooperation. Customer understands that without prompt and adequate cooperation, Dell will not be able to perform the Service or, if performed, the Service may be materially altered or delayed. Accordingly, Customer will promptly and reasonably provide Dell with all cooperation necessary for Dell to perform the Service. If Customer does not provide reasonably adequate cooperation in accordance with the foregoing, Dell will not be responsible for any failure to perform the Service and Customer will not be entitled to a refund. Dell, in its sole judgment, may refuse admission to, or expel from a course, any individual whom it considers to be a safety or security risk to the instructor, other participants or the facility. Dell will not refund training fees paid on behalf of such participant.

Data Backup. Customer will complete a backup of all existing data, software and programs on all affected systems prior to and during the delivery of this Service. Customer should make regular backup copies of the data stored on all affected systems as a precaution against possible failures, alterations, or loss of data. Dell will not be responsible for the restoration or reinstallation of any programs or data.

Unless otherwise required by applicable local laws, DELL WILL HAVE NO LIABILITY FOR:

- ANY CONFIDENTIAL, PROPRIETARY OR PERSONAL INFORMATION;
- LOST OR CORRUPTED DATA, PROGRAMS OR SOFTWARE;
- DAMAGED OR LOST REMOVABLE MEDIA;
- 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.

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.

Service Hours. Subject to local law relating to weekly work hours, this Service will be performed Monday through Friday during normal Dell business hours, which unless otherwise listed below is from 8:00 AM to 6:00 PM Customer local time:

Country	Normal Dell EMC Services Business Hours
St. Kitts, St. Lucia, St. Vincent, Trinidad, Virgin Islands, Rest of English speaking Caribbean	Monday thru Friday from 7:00 AM to 4:00 PM
Barbados, Bahamas, Belize, Costa Rica, Denmark, El Salvador, Finland, Grand Cayman, Guatemala, Honduras, Jamaica, Norway, Panama, Puerto Rico, Rep. Dominicana, Suriname, Sweden, Turks and Caicos	Monday thru Friday from 8:00 AM to 5:00 PM
Australia, Bermuda, China, Haiti, Japan, Netherland Antilles, New Zealand, Singapore, Thailand	Monday thru Friday from 9:00 AM to 5:00 PM
Argentina, Brazil, Ecuador, France, India, Indonesia, Italy, Korea, Malaysia, Mexico, Paraguay, Peru, Taiwan, Uruguay	Monday thru Friday from 9:00 AM to 6:00 PM
Bolivia, Chile	Monday thru Friday from 9:00 AM to 7:00 PM
Middle East	Sunday thru Thursday from 8:00 AM to 6:00 PM
Hong Kong	Monday thru Friday from 9:00 AM to 5:30 PM

No Service activities will take place during local holidays unless other arrangements have been made in advance in writing. In these cases, the Service delivered outside Dell business hours will be subject to the resources available and may incur in additional charges.

Dell Services Terms & Conditions

This Service Description is entered between you, the customer (“you” or “Customer”), and the legal entity identified on your Invoice for the purchase of this Service (the “Dell Legal Entity”). This Service is provided subject to and governed by Customer’s agreement (“Agreement”) with the Dell Legal Entity that explicitly authorizes the sale of this Service. Products or services obtained from any Dell reseller is governed solely by the agreement between the purchaser and the reseller. That agreement may provide terms that are the same as the terms here or in the online terms below. The reseller may decide with Dell to perform warranty and/or maintenance services for the purchaser on behalf of the reseller. Customers and resellers who perform warranty and/or maintenance services or professional services must be properly trained and certified. Performance of any services by untrained/uncertified Customers, resellers or third parties may result in additional fees if support from Dell is required in response to such third parties’ performance of services. Please contact the reseller or the local Dell sales representative for additional information on Dell performance of warranty and maintenance services on Products obtained from a reseller. In the absence of an agreement explicitly authorizing this Service, depending on Customer’s location, this Service is provided subject to and governed by either Dell’s Commercial Terms of Sale, or the reseller agreement referenced in the table below. 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.

Terms and Conditions Applicable to Services Purchases

	Services Purchases Made Directly	Services Purchases Made Through an Authorized Reseller
United States	https://www.dell.com/learn/us/en/uscorp1/terms-conditions/commercial-terms-of-sale-us	Service Descriptions and other Dell Legal Entity service documents which you may receive from your seller shall not constitute an agreement between you and Dell Legal Entity but shall serve only to describe the content of Service you are purchasing from your seller, your obligations as a recipient of the Service and the boundaries and limitations of such Service. Therefore, hereof any reference to “Customer” in this Service Description and in any other Dell Legal Entity service document shall in this context be understood as a reference to you whereas any reference to the Dell Legal Entity shall only be understood as a reference to a Dell Legal Entity as a service provider providing the Service on behalf of your seller. You will not have a direct contractual relationship with the Dell Legal Entity with regards to the Service described herein. For the avoidance of doubt any payment terms or other contractual terms which are by their nature solely relevant between a buyer and a seller directly shall not be applicable to you and will be as agreed between you and your seller
Canada	www.dell.ca/terms (English) www.dell.ca/conditions (French-Canadian)	
Latin America & Caribbean Countries	Visit https://www.dell.com/latamtermsofsale Select the End User’s country to find the specific Terms of Sale, then go to the Terms and Conditions section and select the applicable Terms of Sale	
Asia-Pacific-Japan	Local Dell.com country-specific website or Commercial Service Contracts Dell .*	
Europe, Middle East, & Africa	Local Dell.com country-specific website or Commercial Service Contracts Dell .* France: Contracts de service Dell France UK: Dell.co.uk/terms	

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

Customer further agrees that by renewing, modifying, extending or continuing to utilize the Service beyond the initial term, the Service will be subject to the then-current Service Description available for review at [Commercial Service Contracts | Dell](#)

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

Supplemental Terms & Conditions Applicable to Dell Learning

1. **Term of Service.** This Service Description commences on the date listed on your Order Form and continues for one year (“**Term**”). Unless otherwise agreed in writing between Dell and Customer, purchases of Services under this Service Description must be solely for Customer’s own internal use and not for resale or service bureau purposes.

2. Important Additional Information

A. **Rescheduling and Cancellation.** Unless otherwise agreed in writing by Dell, all training will begin on the scheduled date. Should Customer request to cancel or reschedule the Dell Learning, Dell will refund Customer’s pre-paid training fees as follows:

- For Instructor Led training (Open Enrollment), and for Instructor Led Training (Dedicated, Virtual Classroom) offerings, Customer may request to transfer their training dates to another available date up to fourteen (14) full calendar days prior to the start of the course for which they are scheduled. A cancellation or change within fourteen (14) full calendar days of the confirmed course start date will result in a cancellation fee equal to 100% of the course fee.
- For Instructor Led Training (Dedicated, Classroom) offerings, unless otherwise stated in a separate statement of work, Customer may request to transfer their training dates to another available date up to twenty-one (21) full calendar days prior to the start of the course for which they are scheduled. A cancellation or change within twenty-one (21) full calendar days of the confirmed course start date will result in a cancellation fee equal to 100% of the course fee to be the responsibility of the customer.
- Should Dell cancel any scheduled Dell Learning, Dell will use reasonable efforts to give Customer advance notice of cancellation and will endeavor to reschedule as agreed between Dell and Customer. If the Dell Learning services are cancelled for reasons within Dell’s control, and cannot reasonably be rescheduled, Dell will refund Customer’s associated pre- paid training fees. The refund will be Customer’s only recourse in the event of Dell’s cancellation.

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

C. **Commercially Reasonable Limits to Scope of Service.** Dell may refuse to provide Service if, in its reasonable opinion, providing the Service creates an unreasonable risk to Dell or Dell’s Service providers or if any requested service is beyond the scope of Service. Dell is not liable for any failure or delay in performance due to any cause beyond its control, including Customer’s failure to comply with its obligations under this Service Description.

D. **Optional Services.** Optional 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 an agreement, optional services are provided pursuant to this Service Description.

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

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

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

- Customer is abusive, threatening, or refuses to cooperate with the assisting analyst or on-site technician; or
- The customer fails to abide by all the terms and conditions set forth in this Service Description.

If Dell cancels this Service, Dell will send Customer an electronic written notice of cancellation. 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 vary by agreement. If Dell cancels this Service pursuant to this paragraph, Customer shall not be entitled to any refund of fees paid or due to Dell.

- G. Geographic Limitations and Relocation.** This Service is not available at all locations. Service options, including service levels, technical support hours, and on-site response times will vary by geography and certain options may not be available for purchase in Customer's location, so please contact your sales representative for these details.
- H. Web-Based Elements.** Dell shall not be liable to the Customer for any interruptions or delays in receiving or transmitting data in connection with any web-based elements of the Services.
- I. Training Materials.** Dell will provide training materials, which may consist of course documentation, guidelines, instructional materials such as workbooks, manuals or audio materials, or computer-based training. All training materials provided by Dell in any form, whether printed or electronic, are the copyrighted works of the original content provider. Training materials are for the sole use of the participant enrolled in the training course, and may not be used by any other person, reproduced, distributed or modified without Dell's express written permission.

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