



# Service Description

## Dell ProSupport for Client Software

---

### Introduction to Your Service Agreement

Dell is pleased to provide Dell ProSupport for Software (the “Service(s)”), for select software applications (“Supported Product(s),” as defined below) in accordance with this Service Description (“Service Description”). In addition to the features below, this Service provides technical support options (telephone, chat, etc.) and account management pursuant to and occurring within the service period applicable to your Supported Product(s).

### The Scope of Your Service Agreement

The features of your service include:

- Remote troubleshooting assistance for common support issues on active versions of select Dell and third-party software titles as defined by the list of [ProSupport for Software Supported Applications](#).
- Telephone access twenty-four (24) hours each day, seven (7) days each week (including holidays) to ProSupport for software technical experts. Availability varies by country. Customer(s) (as defined below) and Dell Channel Partners should contact your sales representative for more information.
- With Customer’s consent, a Dell technical expert will remotely connect to your system over a secure internet connection to troubleshoot the problem.
- Access to online support forums twenty-four (24) hours each day, seven (7) days each week.
- Access to product documentation.
- Assistance with service packs or patches.
- Guidance on best practices for installation and configuration of software.
- Assistance with license key management issues specific to Dell software titles.
- Collaborative Assistance with selected 3<sup>rd</sup> party hardware/software vendors.

### Excluded Services

- Onsite troubleshooting.
- Activities that are covered by Dell’s deployment or Consulting Services or any activities or services not expressly described in this service description.
- Hardware troubleshooting, repair and/or dispatching.
- Third-party product support or collaborative assistance of versions not currently supported by the manufacturer, vendor, or partner.
- Assistance in response to Customer’s telephone support request(s) will be limited to ensuring the product functions as designed by the software provider.
- Spyware or virus remediation

- Data backup services<sup>1</sup>.
- Access to software patches, updates, and new version releases or subscriptions) require an active service contract. It is the responsibility of the Customer to hold a valid software license and/or subscription agreement when engaging Dell technical support.

## How to Contact Dell if You Require Service

### Online, Chat, and Email Support:

Dell ProSupport for Software most referenced self-help knowledge based solution articles, chat agents, and email support options are available at [www.Support.Dell.com](http://www.Support.Dell.com). You will need to enter your software service tag number in order to be connected to the appropriate information or support team.

### Telephone Support Requests:

Available twenty-four (24) hours each day, seven (7) days each week (including holidays).

#### Step One: Calling for Assistance

- Please call from a location where you have access to the supported software product that you're experiencing issues with.
- Contact your Dell ProSupport for software team of experts. Regional telephone numbers can be found on our [support website](#).
- Provide the Service Tag or order number, as requested by the technical expert. The support expert will verify the customer's supported product, applicable service and response levels and confirm any expiration of Services.

#### Step Two: Assist with 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.
- The technical expert will work with you through a series of troubleshooting steps to help diagnose the issue.

## Collaborative Assistance

If a problem arises with certain third-party software commonly utilized in conjunction with the Customer's Supported software Product, Dell will serve as a single point of contact, until the problem(s) are isolated and escalated to the third-party product vendor. Specifically, Dell will contact the third-party vendor and create a "problem incident" or "trouble ticket" on behalf of the Customer, providing the necessary problem documentation. In some cases, vendors may require the Customer to open the ticket themselves and then they will allow Dell's technical expert to be involved. Once a vendor is engaged, Dell will monitor the problem resolution process and obtain status and resolution plans from the vendor until the vendor resolves the problem by either providing a resolution, steps towards a resolution, workaround, configuration changes, or escalation of a bug report. Upon the Customer's request, Dell will initiate management escalation procedures within Dell and/or the vendor organization.

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

---

<sup>1</sup> Backup solution software is limited to troubleshooting and repair of the software operability, it does not include data recovery.

## Limits on Third Party Software Support

Dell does not warrant that any particular third-party software-related question will be resolved or that the covered software product will produce any particular result. Situations giving rise to the Customer's questions must be reproducible. Dell may conclude that a software issue is sufficiently complex or that the Customer's Supported Product is of a nature that precludes effective analysis of the question through telephone support. The Customer understands and accepts that resolutions of certain issues giving rise to the Customer's service request may not be available from the publisher of the relevant software title. The Customer accepts that in such situations where no resolution is available from the publisher of the relevant software title, Dell's obligation to provide support to the Customer will be fully satisfied.

## Severity Levels

Severity levels will be assigned to Qualified Incidents according to the table below.

Severity	Condition	Dell Response	Customer Role
1	Critical business impact: Customer's production use of the product is so severely impacted that the Customer cannot reasonably continue work, requiring immediate response.	Telephone troubleshooting; with quick escalation manager intervention.	Provide twenty-four (24) hours/day by seven (7) days/week appropriate staff/resources in support of issue resolution. Site-based senior management should be informed and engaged.
2	Significant business impact: Important product features are unavailable with no acceptable workaround; the software may be operating but is severely restricted; twenty-four (24) hours/day by seven (7) days/week. Customer resource allocation not available to aid Dell in its response.	Telephone troubleshooting; escalation manager intervention if remote diagnosis has not been determined within 90 minutes of contact.	Provide appropriate staff and resources to sustain continuous communication and work efforts. Site-based senior management informed and engaged.
3	Minimal business impact: Product features unavailable but a workaround exists, and the majority of software functions are still useable.	Troubleshooting by telephone	Provide point-of-contact information for case and respond to Dell requests within twenty-four (24) hours.

## General Customer Responsibilities

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

**Cooperate with Phone Analyst and On-site Technician.** The Customer will cooperate with and follow the instructions given by any Dell phone technical expert or on-site technician. Experience shows that most system problems and errors can be corrected over the phone with close cooperation between the user and the technician.

**Maintain Software and Service Releases.** The Customer will maintain software and supported products at Dell or vendor-specified minimum release levels or configurations. The Customer must also ensure installation of remedial patches, software updates or subsequent releases as directed by Dell or the vendor 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. The 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, the Customer is responsible for removing any confidential, proprietary, or personal information and any removable media such as SIM cards, CDs, or PC cards regardless of whether an on-site 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 FOR 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.

**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. The 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 the 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 invoice for the purchase of this service. This service is provided subject to and governed by the Customer’s separate signed master services agreement with Dell that explicitly authorizes the sale of this service. In the absence of such agreement, depending on Customer’s location, this service is provided subject to and governed by either Dell’s Commercial Terms of Sale or the agreement referenced in the table below (as applicable, the “Agreement”). 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	<a href="http://www.Dell.com/CTS">www.Dell.com/CTS</a>	<a href="http://www.Dell.com/CTS">www.Dell.com/CTS</a>
Canada	<a href="http://www.Dell.ca/terms">www.Dell.ca/terms</a> (English) <a href="http://www.Dell.ca/conditions">www.Dell.ca/conditions</a> (French-Canadian)	<a href="http://www.Dell.ca/terms">www.Dell.ca/terms</a> (English) <a href="http://www.Dell.ca/conditions">www.Dell.ca/conditions</a> (French-Canadian)
Latin America & Caribbean Countries	Local <a href="http://www.Dell.com">www.Dell.com</a> country-specific website or <a href="http://www.Dell.com/servicesdescriptions/global">www.Dell.com/servicesdescriptions/global</a> .*	Local <a href="http://www.Dell.com">www.Dell.com</a> country-specific website or <a href="http://www.Dell.com/servicesdescriptions/global">www.Dell.com/servicesdescriptions/global</a> .*
Asia-PacificJapan	Local <a href="http://www.Dell.com">www.Dell.com</a> country-specific website or <a href="http://www.Dell.com/servicesdescriptions/global">www.Dell.com/servicesdescriptions/global</a> .*	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 (EMEA)	Local <a href="http://www.Dell.com">www.Dell.com</a> country-specific website or <a href="http://www.Dell.com/servicesdescriptions/global">www.Dell.com/servicesdescriptions/global</a> .*  In addition, customers located in France, Germany and the UK can select the applicable URL below: France: <a href="http://www.Dell.fr/ConditionsGeneralesdeVente">www.Dell.fr/ConditionsGeneralesdeVente</a> Germany: <a href="http://www.Dell.de/Geschaeftsbedingungen">www.Dell.de/Geschaeftsbedingungen</a> UK: <a href="http://www.Dell.co.uk/terms">www.Dell.co.uk/terms</a>	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](http://www.Dell.com) website by simply accessing [www.Dell.com](http://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>.

The Customer further agrees that by renewing, modifying, extending or continuing to utilize the service beyond the initial term, the service will be subject to the then-current Service Description available for review at [www.Dell.com/servicesdescriptions/global](http://www.Dell.com/servicesdescriptions/global).

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

By placing your order for the Services, receiving delivery of the Services, utilizing the Services or associated software or by clicking/checking the "I Agree" button or box or similar on the Dell.com website in connection with your purchase or within a Dell software or Internet interface, you, the Customer, 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 "the Customer" shall refer to such entity. In addition to receiving this Service Description, Customers in certain countries may also be required to execute a signed order form.

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

### Supported Products.

This Service is available on supported products which includes select software products which are purchased in a standard configuration ("**Supported Products**"). Supported Products are added regularly, so please contact your sales representative for the most up-to-date list of Services that are available on your Dell or non-Dell 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.

### Limited Hardware Warranty; Hardware Coverage Limitations.

Support-related services may include technical support options (telephone, Internet, etc.) to repair or replace defect(s) in workmanship pursuant to and occurring within the limited warranty period applicable to Customer's Supported Product(s) (a "**Qualified Incident**"). Dell's Limited Hardware Warranty for US. And Canadian customers is available for review at <http://www.Dell.com/Warranty> or posted outside of the United States at your regional Dell.com website. Customer acknowledges that the risk of hardware failures may increase as the age of Customer's Supported Product increases. Hardware coverage limitations may apply and service offerings may be available to extend these hardware limitations for an additional fee. Please see [www.Dell.com/Warranty](http://www.Dell.com/Warranty) or your regional Dell.com website for warranty information or contact a Dell technical support analyst for more details.

### Term of Service.

This Service Description commences on the date listed on your order form and continues through the term ("Term") indicated on the order form. As applicable, the number of systems, licenses, installations, deployments, managed end points or end-users for which the Customer has purchased any one or more Services, the rate or price, and the applicable term for each service is indicated on the Customer's Order Form. Unless otherwise agreed in writing between Dell and the Customer, purchases of Services under this Service Description must be solely for the Customer's own internal use and not for resale or service bureau purposes.

### Important Additional Information

- A. Commercially Reasonable Limits to Scope of Service.** Dell may refuse to provide service if, in its opinion, providing the service creates an unreasonable risk to Dell or Dell's service providers or if any requested service is beyond the scope of service. Dell is not liable for any failure or delay in performance due to any cause beyond its control, including the Customer's failure to comply with its obligations under this Service Description. Service extends only to uses for which the supported product was designed.
- B. 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 this Service Description.
- C. Assignment.** Dell may assign this service and/or Service Description to qualified third party service providers.

**D. 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 technician; or
- Customer fails to abide by all of the terms and conditions set forth in this Service Description.

**E. Cancellation.** If Dell cancels this service, Dell will send the Customer written notice of cancellation at the address indicated on the 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 the Customer, unless local law requires other cancellation provisions that may not be varied by agreement. If Dell cancels this service pursuant to this paragraph, the Customer shall not be entitled to any refund of fees paid or due to Dell.

**F. Geographic Limitations and Relocation.** This Service will be delivered to the site(s) indicated on the Customer's invoice. This Service is not available at all locations. If your Supported Product is not located in the geographic location that matches the location reflected in Dell's service records for your Supported Product, of if configuration details have been changed and not reported back to Dell, then Dell must first re-qualify your Supported Product for the support entitlement you purchased before applicable response times for the Supported Product can be reinstated. Service options, including service levels and technical support hours will vary by geography and configuration, and certain options may not be available for purchase in Customer's location, so please contact your sales representative for these details. Dell's obligation to supply the Services to relocated Supported Products is subject to various factors, including without limitations, local Service availability, additional fees, and inspection and recertification of the relocated Supported Products at Dell's then-current time and materials consulting rates.

**G. Transfer of Service.** Subject to the limitations set forth in this Service Description, the Customer may transfer this service to a third party who purchases the Customer's entire supported product before the expiration of the then-current term, provided the Customer is the original purchaser of the supported product and this service or Customer purchased the supported product and this service from its original owner (or a previous transferee) and complied with all the transfer procedures available at [www.support.Dell.com](http://www.support.Dell.com). A transfer fee may apply. Please note that if Customer or Customer's transferee moves the Supported Product to a geographic location in which this Service is not available (or is not available at the same price), Customer or Customer's transferee may not have coverage or may incur an additional charge to maintain the same categories of support coverage at the new location. If Customer or Customer's transferee chooses not to pay such additional charge, the Service may be automatically changed to categories of support which are available at such price or a lesser price in such new location with no refund available.

© 2019 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 using the chart on the following page. A printed hardcopy of Dell's terms and conditions of sale is also available upon request.