

Service Description

Dell Software Support for Business

Introduction

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

Dell Software Support for Business provides comprehensive software support on “**Covered Software Products**” and remote software resolution assistance for certain commonly available, customer-installed software titles as further described below. The Service is available after the service life of a device has ended, up to year 8. Please see your local Dell sales representative for more information. **Hardware issue resolution is not part of the Dell Software Support for Business. Parts replacement is not covered by the Service.**

The Scope of This Service

The features of your Service include the following:

- **Comprehensive software support** (described in more detail in the Comprehensive software support section below) which covers:
 - **Remote software issue troubleshooting and resolution assistance by trained Dell experts.** Online and phone-based support is available 24 hours each day, 7 days each week (including holidays)¹ for select end-user applications and operating systems pre-installed by Dell on your Dell-branded Supported Product up to 8 years of age. For countries where service is primarily provided in local language, service may be provided in English language after local business hours.
- **Remote software resolution assistance for certain commonly available, customer-installed software titles** on the Supported Product through commercially reasonable efforts to provide personalized, step by step help for software installation and setup, performing any necessary software updates, uninstalling or upgrading software, or re-instating factory settings.
- **General use questions, settings, set-up and configuration of commonly connected devices (e.g., printers, keyboards, headsets).**
- **Remote assistance with virus and malware removal:** Help troubleshooting and removing most viruses and malware.
- **Maintenance and performance optimization:** Remote and SupportAssist-powered help improving performance for slow-running systems.

Comprehensive Software Support

Dell Software Support for Business includes Dell Comprehensive Software Support for select Dell OEM end-user applications, operating Supported Products, and firmware on Supported Products (the “Covered Software Products”). Covered Software Products include pre-installed end-user client applications such as Microsoft® Office software suite, Intuit® QuickBooks® accounting software, Adobe® Photoshop® software and Adobe Acrobat® software. Please contact a Dell technical support analyst for an up-to-date list of Covered Software Products.

View current Comprehensive Software Support Partners [here](#). Please note that supported third-party products may change at any time without notice to Customers.

Limits on Dell Comprehensive Software Support

Dell does not warrant that any software-related question will be resolved or that the Covered Software Product will produce any particular result. Situations giving rise to Customer’s questions must be reproducible on a single system (*i.e.*, one central processing unit with its workstation and other peripherals). Dell may conclude that a software issue is sufficiently complex or that Customer’s Supported Product is of a nature that precludes effective analysis of the question through telephone support. Customer understands and accepts that resolutions of certain issues giving rise to Customer’s service request may not be available from the publisher of the relevant software title. Customer accepts that in such situations where no resolution is available from the publisher of the relevant software title, Dell’s obligation to provide support to the Customer will be considered fully satisfied without further action.

¹ Availability varies by country and is limited to commercially reasonable efforts. Customers and Dell Channel Partners should contact your sales representative for more information.

Remote Software Resolution Assistance for Commonly Available Software Titles:

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

The examples below are only for illustrative purposes:

- Commonly available e-mail programs, such as Outlook® or Outlook Express®
- Commonly available Internet browser programs, such as Firefox®, Google Chrome™, Opera™ software or Windows® Internet Explorer®, Windows® Edge®
- Commonly available productivity software, such as Microsoft® Office®, Open Office, Adobe® Photoshop® Elements, Adobe® Reader®, Google Docs™
- Commonly available financial software, such as Quicken®
- Commonly available movie and picture editing software, such as Adobe® Photoshop®

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

- Help with connecting to your wired/wireless network,
- Help with printer setup,
- Help setting up or troubleshooting problems with connected devices (e.g., monitors, headsets, keyboards and docking stations)
- Troubleshooting for common wired network, wireless network or printer set up issues specific to the connection process.

Dell trained experts will provide step by step advice on:

- How to perform data backup,
- How to connect to the internet,
- How to transfer files to your new computer,
- How to install recommended patches/fixes,
- How to personalize your desktop,
- How to install peripherals,
- How to set up antivirus software, and
- How to adjust settings and controls.

Please note that supported third-party products may change at any time without notice to customers.

Dell Software Support for Business does not include:

- Activities not expressly described or defined in this Service Description including but not limited to installation, de-installation, relocation, training assistance, and remote administration activities.
- Technical support for hardware issues
- Hardware repair or replacement
- Support for non-Dell systems
- Support on operating systems not pre-installed by Dell
- Direct third-party product support or collaborative assistance of versions not currently supported by the manufacturer, vendor, or partner.
- Technical support for software applications that Dell deems uncommon, not supported by the OEM manufacturer, not listed in the Covered Software Products list, or not being amongst the top gaming titles as determined solely by Dell.
- Support for older versions of Windows operating systems prior to version 10
- Performance or administrative assistance.
- Advanced wireless, networking or remote installation, set-up, optimization, and configuration of applications beyond those expressly described in this Service Description.
- Scripting, programming, database design/implementation, web development, or recompiled kernels.
- Receiving updates or upgrades for any software titles from Dell.
- No spyware and virus removal beyond SupportAssist capabilities as expressly described in this Service Description.
- Any recovery or transfer of data or applications.
- Data backup services.
- Services that, in the opinion of Dell, are required due to improper treatment or use of the products or equipment.
- Services that, in the opinion of Dell, are required due to unauthorized attempts by third-party personnel to install, repair, maintain, or modify hardware, firmware, or software.

Dell SupportAssist:

SupportAssist is our smart connectivity technology that monitors your system for critical updates and issues. Dell Software Support with SupportAssist provides:

- Automated PC optimization
- Removal of viruses and malware

SupportAssist comes factory installed on most Dell PCs. SupportAssist is available for all Dell support plans for the covered products and operating systems but features vary based on your service plan level. Please see Dell.com/SupportAssist for more details on covered products, operating systems, issues, and components. You may also contact Dell Technical Support for more information or utilize the virtual assistant option in SupportAssist. To locate SupportAssist, simply search "SupportAssist" in your Windows start menu. Please review our resources for videos, getting started guides and more. For supported system and requirements, please refer to our user guide or administrator guide located at Dell.com/SupportAssist

What data is collected by SupportAssist?

- User information such as computer name, network domain, IP address, and Dell Service Tag.
- Hardware configuration information such as installed devices, processor(s), memory, network devices, and usage.
- Software configuration information such as information about the operating system.

SupportAssist is not designed to collect any personal information other than as set out above for the purpose of enabling Dell in providing the Service, such as personal files, web browsing history, or cookies. However, by accepting this Service Description and installing SupportAssist/allowing installation of SupportAssist you consent to such processing for the purpose of Dell's provision of the Service to you. To the extent any personal data is collected or viewed during the troubleshooting process, it will be treated in accordance with the Dell Privacy Policy. Please visit www.Dell.com/Privacy to review Dell's full Privacy policy.

How to Contact Dell for Service

Step One: Contact Dell for Assistance

- Contact details are available at www.dell.com/support.
- Contact Dell from a location which includes physical access to the Supported Product.
- Provide the service tag, model number, current version of the operating system and other information as requested by Dell. Dell will verify Customer's Supported Product, applicable Service and response levels and confirm any expiration of Services.

Step Two: Assist with Remote Troubleshooting

- When requested, identify error messages received and when they occur; what activities preceded the error message; and what steps you have already taken to attempt to solve the problem.
- We will work with you through a series of troubleshooting steps to help diagnose the issue. You may be asked to access the inside of your Supported Product where safe to do so.

General Customer Responsibilities for all Supported Products Purchased under a Dell Framework Sales Agreement

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, systems, the data located thereon, and all 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 Invoice, 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.

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. 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 Technologies will not be responsible for the restoration or reinstallation of any programs or data. Unless prohibited by applicable local laws, Dell Technologies will have no data loss liability for:

1. Any of your confidential, proprietary, or personal information
2. Lost or corrupted data, programs, or software
3. Damaged or lost removable media
4. The loss of use of a system or network
5. For any acts or omissions, including negligence, by Dell or a third-party service provider.

Customer is responsible for removing any confidential, proprietary, or personal information and any removable media such as SIM cards, CDs, or PC Cards regardless of whether an onsite technician is also providing assistance.

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

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

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

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 & 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	Dell.ca/terms (English) 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](https://www.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](https://www.dell.com/learn/us/en/uscorp1/terms-conditions/commercial-terms-of-sale-us)

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

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 services purchased with such hardware.

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 Customer’s failure to comply with its obligations under this Service Description.

Privacy. Dell will treat any personal information collected under this Service Description in accordance with the applicable jurisdiction’s Dell Privacy Statement, all of which are available at <http://www.dell.com/localprivacy> and each of which is hereby incorporated by reference.

Optional Services. Optional services (including point-of-need support, installation, consulting, managed, 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.

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.

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

1. Customer fails to pay the total price for this Service in accordance with the invoice terms.
2. Customer is abusive, threatening, or refuses to cooperate with the assisting analyst or on-site technician.
3. Customer fails to abide by all the terms and conditions set forth in this Service Description.
4. Dell reserves the right to refuse a Customer’s requests for replacement of defective components if such requests materially exceed the standard failure rates for the component and system involved, which failure rates are constantly monitored.

If Dell cancels this Service pursuant to this paragraph, 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 pursuant to this paragraph, Customer shall not be entitled to any refund of fees paid or due to Dell.

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.

Relocation. 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, or 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, 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 then-current time and materials consulting rates.

Order of Precedence. Unless otherwise agreed in an agreement in writing by the parties, if there is a conflict between the terms of any of the documents that comprise this agreement, the documents will prevail in the following order: (i) this Service Description; (ii) the Agreement. Prevailing terms will be construed as narrowly as possible to resolve the conflict while preserving as much of the non-conflicting terms as possible, including preserving non-conflicting provisions within the same paragraph, section, or subsection.

General Terms and Conditions for all Warranty-Related Supported Products Purchased Under a Dell Framework Sales Agreement

Term of Service. This Service Description commences on the date listed on your invoice and continues through the term ("Term") indicated on the Invoice. As applicable, the number of Supported Products, licenses, installations, deployments, managed end points or end-users for which Customer has purchased any one or more Services, the rate or price, and the applicable Term for each Service is indicated on Customer's Invoice. 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.

Supported Products. This Service is available on supported products which includes select Dell OptiPlex™, Latitude™, Precision™, Vostro™, XPS™, 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.

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 <http://www.dell.com/support> (for the US and Canada), [Commercial Service Contracts](#) (for international support) 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. The Service may not be transferred to another device or Service Tag.