

Service Description

Dell Software Support

Introduction

Dell is pleased to provide Dell Software Support Service (the “**Service**”) in accordance with this Service Description (“**Service Description**” or “**Agreement**”). 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 Service 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 Service. Parts replacement is not covered by this service.**

THIS SERVICE DESCRIPTION IS A CONTRACT BETWEEN YOU AND DELL. PLEASE TAKE THE TIME TO READ THE FOLLOWING TERMS AND CONDITIONS UNDER WHICH DELL MARKETING L.P (FOR CUSTOMERS IN THE U.S.), DELL CANADA INC. (FOR CUSTOMERS IN CANADA), OR THE DELL ENTITY OR DELL AUTHORIZED PARTNER OR RESELLER REFERENCED ON YOUR ORDER DOCUMENTATION (in each case, “DELL”), AGREES TO PROVIDE THE SERVICES. ALL HARDWARE REPAIR SERVICES ARE FOR PRODUCT ISSUES COVERED BY YOUR DELL LIMITED HARDWARE WARRANTY OR BASIC HARDWARE SERVICES AGREEMENT (US customers see <http://www.dell.com/warranty>). 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 Consumer Terms of Sale or Dell’s Commercial Terms of Sale, as applicable. The provisions herein do not affect any applicable statutory warranties or other rights for consumers.

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) 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 common 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:

Comprehensive software support includes remote software support for select end-user applications and operating systems pre-installed by Dell on your Dell-branded Supported Product. Covered software titles typically include pre- installed end-user client applications such as Microsoft® Windows operating system, McAfee® AntiVirus™ software, Microsoft® Office software suite, Intuit® QuickBooks® accounting software, Adobe® Photoshop® software and Adobe Acrobat® software. Please contact a Dell technical support analyst for the most up-to-date list of Covered Software Products, or visit https://www.dell.com/learn/us/en/05/shared-content_services_documents/premiumsupport-dellsoftwaresupport-comprehensive-software-support-list-consumer.pdf Please note that supported third-party products may change at any time without notice to customers.

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®
- Commonly available gaming software.

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 set up parental controls.

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

Dell SupportAssist for Home PCs:

SupportAssist for Home PCs 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 for Home PCs 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](https://www.dell.com/support/assist) 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 (SupportAssist for Home PCs version for personal use) or administrator guide located at [Dell.com/SupportAssist](https://www.dell.com/support/assist)

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.

Dell Software Support does not include:

- Any services, tasks, or activities other than those specifically noted in this Service Description.
- Technical support for hardware issues
- Hardware repair or replacement
- Support for non-Dell systems
- Support on operating systems not pre-installed by Dell
- Support for older versions of Windows operating systems prior to version 10
- Technical support for shareware applications
- 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 advanced wired/ wireless networking or network optimization or help with corporate networks
- Support for web development, database programming or scripting assistance
- Receiving updates or upgrades for any software titles from Dell

In addition, Dell does not warrant that any particular 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 remote 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. 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.

How to contact Dell if you require service

Step One: Use one of the support options to contact Dell for assistance

Contact Dell from a location which includes physical access to the Supported Product. If you contact Dell using a device other than the Supported Product device such as a telephone or another computer, then you must still ensure that you have physical access to the Supported Product. Provide a way to identify your Supported Product (e.g. the invoice, serial numbers, express service code, Service Tag number) and details about your Supported Product (e.g., the current version of the operating system you are using, and the brand names and models of any peripheral devices (such as a modem) you are using). You must provide any other information as requested by Dell. We will verify Customer's Supported Product, applicable Service and response levels and confirm any expiration of Services. In some instances, Dell may give you the option to scan a quick read (QR) code to help expedite service. You must have access to a device, such as a smartphone, equipped with a QR Code reader in order to use this service method.

1. **SupportAssist – Support from your PC:**

Dell SupportAssist technology provides a convenient way to contact Dell to request support from your PC. Simply visit the "Get Support" section of the SupportAssist to get started. SupportAssist is pre-installed on most Dell systems leaving the factory or you can download at Dell.com/SupportAssist.

2. **Online Support Requests:**

Online support is available 24 hours each day, 7 days each week (including holidays). The "Get Support" section of SupportAssist provides easy access to our virtual assistant for step-by-step solutions or seamlessly transfer to a Dell representative online (e.g., via chat). Contact information is also available at www.dell.com/Support

3. **Telephone support requests:**

Highly trained telephone-based technical assistance is available 24 hours each day, 7 days each week (including holidays). For telephone support requests, contact Dell 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 Dell Product. Dell reserves the right to change these telephone support numbers at any time.

Local	Phone number to contact Dell
United States	1-800-624-9896
Canada	1-800-387-5752
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 www.dell.com/support

Step Two: Assist with online or telephone-based troubleshooting

- When requested, identify error messages received and when they occur; what activities preceded the error message; and what steps you have already taken to attempt to solve the problem.
- We will work with you through a series of troubleshooting steps to help diagnose the issue.
- Follow the instructions and any suggestions carefully. Diagnostic or troubleshooting steps like those outlined in Steps One and Two are an essential aspect of reaching the right resolution for your issue. Those steps may require more than one interaction or call with Dell or an extended session, and you may be asked to access the inside of your Supported Product where safe to do so.

General Customer Responsibilities

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

Cooperate with Online Support Diagnosis and Remote Support Agent. Customer will cooperate with and follow the instructions given by any Dell remote support diagnosis service or technical support agent. Experience shows that most system problems and errors can be corrected remotely by closely following the remote diagnosis instructions or through close cooperation between the user and the support agent.

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 the delivery of this Service. Customer should make regular backup copies of the data stored on all affected systems as a precaution against possible failures, alterations, or loss of data. In addition, Customer is responsible for removing any confidential, proprietary, or personal information and any removable media such as SIM cards, CDs, or PC Cards regardless of whether an onsite 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.

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 hardware or software that is not manufactured by Dell. Some manufacturers' warranties may become void if Dell or anyone else other than the manufacturer works on the hardware or software. Customer will ensure that Dell's performance of Services will not affect such warranties or, if it does, that the effect will be acceptable to Customer. Dell does not take responsibility for third party warranties or for any effect that the Services may have on those warranties.

Dell Services Terms & Conditions

This Service Description is entered between you, the customer ("you" or "Customer"), and the Dell entity identified on your Order Documentation for the purchase of this Service.

For 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	Visit www.dell.com 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.	Local www.dell.com country-specific website http://www.dell.com/servicecontracts
Asia-Pacific-Japan	Local www.dell.com country-specific website or http://www.dell.com/servicecontracts	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. Unless purchased from Dell, 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.

<p>Europe, Middle East, & Africa</p>	<p>In addition, customers located in France, Germany and the UK can select the applicable URL below:</p> <p>Local www.dell.com country-specific website or http://www.dell.com/servicecontracts</p>	<p>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. Unless purchased from Dell, 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.</p>
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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, other legal entity or someone else, you represent that you have authority to bind such entity to this Service Description, in which case "you" or "Customer" shall refer to such entity. In addition to receiving this Service Description, Customers in certain countries may also be required to execute a form of signed Order Documentation.

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

1. Supported Products

This Service is available on supported products which include select Dell Inspiron™, XPS, and Alienware branded products which are purchased in a standard configuration ("**Supported Products**"). The specific Product covered under this Agreement is described on your invoice or the information page included with your copy of this Agreement. Supported Products are added regularly, so please contact a sales representative or www.dell.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 bureau purposes.

3. Parts and Product Ownership

If applicable to this Service, all Dell parts or components removed from the Supported Product and any original products for which customer received a replacement product become the property of Dell. If Dell delivers a replacement part, component, or product to Customer, Customer must relinquish the item to Dell, unless Customer has purchased "Keep Your Hard Drive" for the affected product, in which case Customer may retain the respective hard drive(s). If Customer does not relinquish the item to Dell as required above, or if the unit is not returned within ten (10) days in accordance with written instructions provided with the replacement unit (in the event the replacement unit was not delivered in person by a Dell technician), Customer agrees to pay Dell for the replacement unit upon receipt of invoice. **IF YOU FAIL TO PAY DELL FOR ANY PART, COMPONENT, OR PRODUCT, THEN DELL MAY CANCEL THIS AGREEMENT, SUSPEND YOUR WARRANTY AND/OR SERVICE SUPPORT ON ANY DELL PRODUCT YOU MAY OWN UNTIL THE APPLICABLE AMOUNT IS PAID, AND/OR TAKE OTHER LEGAL STEPS.** A suspension of warranty or service for failure to properly return a part, component, or product will not toll the term of your warranty or service contract.

4. Parts

If applicable to this Service, Dell uses and Customer expressly authorizes the use of new and reconditioned parts and products made by various manufacturers in performing repairs and replacing products.

5. Advanced Exchange Terms for All Service Levels

If applicable to this Service, Dell may offer to provide a replacement part or product (“Replacement Item”) to you on an Advanced Exchange basis, regardless of the original level of service purchased by you. Before providing an Advanced Exchange, Dell may require a valid credit card number and credit authorization or payment for the Replacement Item from you prior to sending you such Replacement Item. We will not charge your credit card for the Replacement Item, or we will refund your payment for such Replacement Item as long as: 1) you return the original part or product to us within 10 days of your receipt of the Replacement Item and 2) we confirm that your product issue is covered under the Dell Limited Hardware Warranty or Basic Hardware Services agreement. If we do not receive your original part or product within 10 days, we will charge your credit card for the then-current standard price for the Replacement Item, or, if payment was required in advance of shipment, will not refund your payment. If upon receipt of your original part or product, we determine that your product issue is not covered under the Dell Limited Hardware Warranty or Basic Hardware Services agreement, then you will be given the opportunity to return the Replacement Item, at your sole expense, within ten (10) days from the date we contact you regarding the lack of coverage for your issue, and if you do not return the Replacement Item, then we will charge your credit card for the then-current standard price for the Replacement Item, or, if payment was required in advance of shipment, then we will not refund your payment. If you require a Replacement Item but do not wish to provide credit authorization or payment pursuant to this paragraph, you will not receive an Advanced Exchange.

6. Important Additional Information

No Warranties. TO THE EXTENT PERMITTED BY APPLICABLE LAW, 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. 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. Neither Dell nor you may institute any action in any form arising out of this Service Description more than eighteen (18) months after the cause of action has arisen, or in the case of nonpayment, more than eighteen (18) months from the date of last payment.

Governing Law. THIS AGREEMENT SHALL, TO THE EXTENT PERMITTED BY APPLICABLE LAW, BE GOVERNED BY THE LAWS OF 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**. OR IN THE APPLICABLE TERMS OF SALE

Severability. If any provision of this Service Description is void or unenforceable, the parties agree to delete it and agree that the remaining provisions will continue to be in effect.

Commercially reasonable limits to scope of service. Dell may refuse to provide Services if, in its opinion, providing the Services creates an unreasonable risk to Dell or Dell’s Service providers or is beyond the scope of Services. Dell is not liable for any failure or delay in performance due to any cause beyond its control. Service extends only to uses for which the Supported Dell Product was designed. Customer acknowledges that Dell may not be able solve Customer’s particular problem.

Optional services. Optional services (including point-of-need support, installation, consulting, managed, and professional, support or training services) may be available for purchase from Dell and will vary by Customer location. Optional services may require a separate agreement with Dell. In the absence of such agreement, optional services are provided pursuant to the terms and

conditions of this Service Description.

Assignment. Dell may assign this Service and/or Service Description to qualified third party service providers.

Complete Agreement. THIS SERVICE DESCRIPTION IS THE COMPLETE AND EXCLUSIVE STATEMENT OF THE AGREEMENT BETWEEN YOU AND DELL AND IT SUPERSEDES ALL PRIOR ORAL AND WRITTEN PROPOSALS AND COMMUNICATIONS PERTAINING TO THE SUBJECT MATTER HEREOF.

Cancellation. If you purchased this service from a seller other than Dell, please see your sales receipt or other sales documentation for return policy, and please visit your original place of purchase for returns, cancellations, or refunds. FOR CUSTOMERS WHO PURCHASED FROM DELL, YOU MAY CANCEL THIS AGREEMENT BY PROVIDING TO DELL AT LEAST THIRTY (30) DAYS WRITTEN NOTICE OF THE DECISION TO CANCEL. DELL WILL ISSUE A REFUND TO YOU FOR ANY UNUSED PORTION OF THE SERVICE TERM FOR WHICH YOU HAVE PAID. IF MORE THAN THIRTY (30) DAYS HAVE TRANSPIRED FOR THE CURRENT CONTRACT YEAR, THEN A REFUND WILL NOT BE PAID FOR THAT CURRENT CONTRACT YEAR. THE BASE LIMITED HARDWARE WARRANTY 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.

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 destination country where the Service is already available, Dell will use commercially reasonable efforts to honor the Service obligation, per the terms of Service in the destination country. In situations where relocation occurs to a country where the Service is unavailable, the Service does not transfer. Service options, including service levels and technical support hours will vary by geography and certain options may not be available for purchase in Customer's location. Dell's obligation to supply the Services to relocated Supported Dell Products is subject to local service availability and may be subject to additional fees.

Transfer of service. Subject to the limitations set forth in this Service Description, Customer may transfer this Service to a third party who purchases Customer's entire Supported Dell Product before the expiration of the then-current service term, provided Customer is the original purchaser of the Supported Dell Product and this Service, or Customer purchased the Supported Dell Product and this Service from its original owner (or a previous transferee) and complied with all the transfer procedures available at www.dell.com/support (for the US and Canada) and www.dell.com/servicecontracts 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.

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 to provide Dell Software Support (the "Services") and to the extent allowed by local law, Dell, or its third-party subcontractors, may at Dell's discretion and solely for the purposes of monitoring the quality of Dell's response, record part or all of the calls, chat, email, and other interactions between you and Dell. Dell will handle your personal

data, which may include transfer of your data to other jurisdictions, in accordance with your DSS Support Agreement and [Dell's Privacy Statement](#). If you do not agree with these terms, please do not use the Services.

If you elect to use the SupportAssist software, please be advised installing SupportAssist/allowing installation of SupportAssist means that you are enabling Dell to collect and process certain information (e.g., personal information, files, web browsing history, cookies, etc.) in order to provide the Services to you via SupportAssist. Dell will handle such information, which may include transfer of your data to other jurisdictions, in accordance with your DSS Support Agreement and Dell's [Privacy Statement](#). If you do not agree with these terms, please do not install or allow the installation of SupportAssist.

Exhibit A

Country-Specific and State-Specific Terms and Conditions

Unless separate governing law and jurisdiction provisions are set forth for the Customer's country in this **Exhibit A** 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 District 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
Indonesia	Laws of Republic of Indonesia	Non-exclusive jurisdiction of Central Jakarta district court
Any other country in the Asia Pacific & Japan region except Australia and Japan	Laws of Singapore	Non-exclusive jurisdiction of the courts of Singapore
Australia	Laws of Australia	Non-exclusive jurisdiction of the courts of New South Wales
New Zealand	Laws of New Zealand	Non-exclusive jurisdiction of the courts of New Zealand

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 EU Customers.

AS A CONSUMER, YOU MAY BE ENTITLED BY LAW TO REMEDIES FREE OF CHARGE IN CASE OF CONFORMITY DEFECT FOR THE SOFTWARE PURCHASED FROM DELL. 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.

Country-Specific Provisions for Customers in LATAM

In case of conflict between this Service Description and Dell's Consumer Terms of Sale or Dell's Commercial Terms of Sale, as applicable, the latter will control. 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.

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