



Services Contract - Terms and Conditions

Hardware Service Agreement

BY ACCEPTING THE SERVICES AND SUPPORT DESCRIBED ON YOUR INVOICE, YOU AGREE TO BE BOUND BY AND ACCEPT THE TERMS AND CONDITIONS HEREIN. THESE TERMS AND CONDITIONS (THE "AGREEMENT") WILL SUPPLEMENT THE TERMS AND CONDITIONS OF ANY APPLICABLE OVERRIDING SIGNED AGREEMENT BETWEEN YOU AND DELL (INCLUDING WITHOUT LIMITATION, DELL'S STANDARD KEY CUSTOMER PURCHASE AGREEMENT) OR, IN THE ABSENCE OF SUCH AN AGREEMENT, DELL'S STANDARD INVOICE TERMS AND CONDITIONS OF SALE (See <http://www.dell.com/policy/legal/termsofsale.htm>). THIS CONTRACT IS BETWEEN YOU AND THE DELL ENTITY ("DELL" OR "OUR") AS SPECIFIED IN THE AFOREMENTIONED SIGNED AGREEMENT OR DELL'S STANDARD INVOICE TERMS AND CONDITIONS. ALL CAPITALIZED TERMS AND CONDITIONS NOT DEFINED HEREIN SHALL HAVE THE MEANING SPECIFIED IN THE AFOREMENTIONED SIGNED AGREEMENT OR DELL'S STANDARD INVOICE TERMS AND CONDITIONS.

- 1. Products Covered ("Covered Product"):** When we refer to "System(s)" in this Agreement, we mean Dell-branded hardware that is sold as new, in a standard configuration(s) at the time of purchase for the following equipment: Dell desktop and notebook computers, workstation computers, server systems, data storage units or certain Dell branded Peripherals as designated by Dell. In addition, certain non-Dell branded third party hardware included with Dell Retail Point-Of-Sale solutions may be covered if so indicated on your invoice.

Excluded from this agreement are software and any additional items sold through Dell's Software and Peripherals Division (formerly known as Dellware), Dell Gigabuy, Dell Factory Outlet, or integrated by Custom Factory Integration. In addition, if service requires access to an optical device and customer does not have access to such device, then service may be unavailable. The System covered under this Agreement is described in your invoice.

This Contract is valid on System(s) purchased in the United States only. The Services to be provided under this Agreement apply only to the United States. References to the United States include the continental United States, Alaska, and Hawaii.

2. Scope of Services:

- a. The service Type you have chosen is recorded on your invoice. PPM means the principal period of maintenance or the principal hours during which Services are rendered for a service level.

IF YOU HAVE A TYPE 1 SERVICE AGREEMENT, THEN THE FOLLOWING SECTION APPLIES TO YOUR SYSTEM:

Type 1 Service Agreement. 4-Hour Service. If you follow these procedures, a service technician will, in most cases, be dispatched to arrive at your location for On-Site Service within four (4) hours after dispatch (during your Principal Period of Maintenance (PPM)), Monday through Friday 8:00 a.m. to 6:00 p.m., excluding regularly observed holidays. If the service technician is dispatched after 4:00 p.m. local time, the service technician may not arrive at your location until the following business day.

IF YOU HAVE A TYPE 2 SERVICE AGREEMENT, THEN THE FOLLOWING SECTION APPLIES TO YOUR SYSTEM:

Type 2 Service Agreement. 4-Hour Service. If you follow these procedures, a service technician will, in most cases, be dispatched to arrive at your location for On-Site Service within four (4) hours after dispatch, twenty-four (24) hours a day, seven (7) days a week (including holidays), provided the service location is between 0125 miles from the nearest parts stocking location.

IF YOU HAVE A TYPE 3 SERVICE AGREEMENT, THEN THE FOLLOWING SECTION APPLIES TO YOUR SYSTEM:

Type 3 Service Agreement. Next-Business-Day/ Next-Business-Day Replacement Service. If you follow these procedures, a service technician will, in most cases, be dispatched to arrive at your location for On-Site Service on the next business day (during your PPM); Monday through Friday 8:00 a.m. to 6:00 p.m., excluding regularly observed holidays. If the service technician is dispatched for On-Site Service after 5:00 p.m. local time, the service technician may take an additional business day to arrive at your location.

IF YOU HAVE A TYPE 4 SERVICE AGREEMENT, THEN THE FOLLOWING SECTION APPLIES TO YOUR SYSTEM:

Type 4 Service Agreement. 2-Hour Service. A service technician will, in most cases, be dispatched to arrive at your location for on-site service within two (2) hours after dispatch, twenty-four (24) hours a day, seven (7) days a week (including holidays).

IF YOU HAVE A TYPE 5 SERVICE AGREEMENT, THEN THE FOLLOWING SECTION APPLIES TO YOUR SYSTEM:

Type 5 Service Agreement. 6-Hour Service. A service technician will, in most cases, be dispatched to arrive at your location for on-site service within two (2) hours and complete repair of your Dell-branded hardware product within six (6) hours after dispatch, twenty-four (24) hours a day, seven (7) days a week (including holidays).

IF YOU HAVE A TYPE 6 SERVICE AGREEMENT, THEN THE FOLLOWING SECTION APPLIES TO YOUR SYSTEM:

Type 6 Service Agreement. Parts Only service agreement. Dell will provide on an exchange basis replacement parts for Dell systems covered under this Agreement when a part in a covered system requires replacement. If your invoice indicates that your Type 6 service covers a) third party hardware included in a) Retail Point-of-Sale solution or b) a plasma television, then Dell will provide whole unit exchanges of such third party hardware rather than exchanging individual parts. Customer must report each instance of System failure to Dell technical support in advance to obtain Dell's concurrence that a part should be replaced and to have Dell ship the replacement part. Dell will ship parts using next-business-day delivery for individual parts and 3 – 5 day business delivery for plasma televisions, with shipping prepaid in both cases. Dell will include a prepaid shipping container with each part for Customer's use in returning the replaced part to Dell. Spare parts provided under this Agreement may be new, used or reconditioned. Dell may provide spare parts made by various manufacturers when supplying parts to Customer. This Parts only service does not cover damage due to external causes, including accident, problems with electrical power, servicing by untrained people or not in accordance with Dell's procedures, abuse and misuse.

IF YOU HAVE A TYPE 7 SERVICE AGREEMENT, THEN THE FOLLOWING SECTION APPLIES TO YOUR SYSTEM:

Type 7 Service Agreement. Standard Return-For-Repair- "Mail-In" Service agreement. After it is determined that Your System (defined as a Dell notebook computer purchased in the United States only containing a processing unit (CPU) and Dell specified optional hardware products that were factory-installed in the notebook computer prior to delivery to you) requires "Mail-In" Service, a carrier will be dispatched to your site with proper packaging the same day if you call prior to 12:00 p.m. local time to pick up your system and return it to Dell with shipping charges prepaid. Your System will be repaired or replaced, and delivered to the carrier for return shipping to you using overnight delivery, generally within one (1) business day after receipt of the System at the repair facility. Standard overnight shipping charges for shipping your System in for repair and for shipping it back to you will be paid by Dell. If non-DELL options added to your System are found to be the cause of your reported problem, a service charge may be applied. Dell reserves the right to send you a whole replacement for the System or a replacement for portions of the System rather than repairing and returning the System that you sent for repair. All service parts removed from your System become Dell's property. You will be obligated to pay, at the current retail price(s), for any service parts you wish to retain.

IF YOU HAVE A TYPE 8 SERVICE AGREEMENT, THEN THE FOLLOWING SECTION APPLIES TO YOUR SYSTEM:

Type 8 Service Agreement. Standard Return-For-Repair "Ship-Back" Service agreement. After it is determined that your System, (defined as a Dell desktop computer purchased in the United States only containing a processing unit (CPU) and Dell specified optional hardware products that were factory-installed in the System prior to delivery to you) requires "Ship-Back" Service, the Dell technician will work with you on the phone to determine the nearest carrier location. Prepaid packaging material will be dispatched to that carrier location, and ordinarily will arrive by 12:00 p.m. local time the following day if you call prior to 7:00 p.m. eastern standard time. You must then take your desktop System to the carrier location within the next 3 days after your call, package it in the material provided, and provide it to the carrier to be shipped via standard 3-5 day ground shipping to Dell's repair facility. This procedure applies to the desktop unit only; do not attempt to ship back your monitor using this procedure. This contract does not apply to systems returned to Dell's repair facility using procedures other than those set forth herein, and neither Dell nor the carrier can be responsible for damage caused during transit of the system to the carrier. Standard 3-5 day ground shipping charges for shipping your System in for repair and for shipping it back to you will be paid by Dell. Once your System arrives at the repair facility, Dell will repair or replace your system. Generally, you can expect your system to be returned to you 10-14 business days (excluding holidays) after you call Dell to report your problem and arrange for shipping of the prepaid packaging material. If non-DELL options added to your System are found to be the cause of your reported problem, a service charge may be applied. Dell reserves the right to send you a whole identical or comparable replacement for the System or a replacement for portions of the System rather than repairing and returning the System that you sent for repair. All service parts removed from your System become Dell's property. You will be obligated to pay, at the current retail price(s), for any service parts you wish to retain.

IF YOU HAVE A TYPE 9 AGREEMENT, THEN THE FOLLOWING SECTION APPLIES TO YOUR SYSTEM:

Type 9 Service Agreement. 4-Hour Parts Only Service. If you follow these procedures, a replacement part will, in most cases, be dispatched to arrive at your location within four (4) hours after dispatch (during your Principal Period of Maintenance (PPM)), Monday through Friday, 8:00 a.m. to 6:00 p.m. excluding regularly observed holidays. If the replacement part is dispatched after 4:00 p.m. local time, the replacement part may not arrive at your location until the following business day. Customer must report each instance of System failure to Dell technical support in advance to obtain Dell's concurrence that a part should be replaced and to have Dell ship the replacement part. Dell will include a prepaid shipping container with each part for Customer's use in returning the replaced part to Dell.

IF YOU HAVE A TYPE 10 AGREEMENT, THEN THE FOLLOWING SECTION APPLIES TO YOUR SYSTEM:

Type 10 Service Agreement. 4-Hour Part Only Service. If you follow these procedures, a replacement part will, in most cases, be dispatched to arrive at your location for On-Site Service within four (4) hours after dispatch, twenty-four hours a day, seven (7) days a week (including holidays). If your invoice indicates that your Type 10 service covers third party hardware included in a Retail Point-of-Sale solution, then Dell will provide whole unit exchanges of such third party hardware rather than exchanging individual parts. Customer must report each instance of System failure to Dell technical support in advance to obtain Dell's concurrence that a part should be replaced and to have Dell ship the replacement part. Dell will include a prepaid shipping container with each part for Customer's use in returning the replaced part to Dell.

IF YOU HAVE A TYPE 11 AGREEMENT, THEN THE FOLLOWING SECTION APPLIES TO YOUR SYSTEM:

Type 11 Service Agreement. Advanced Exchange Service agreement. If Dell has determined that your System has experienced a qualified failure, Dell will ship a replacement System to your location. If you call prior to 5:00 p.m. customer local time, in most cases the replacement System will be shipped the next business day. Upon receipt of the replacement System, you must return your defective System to Dell by taking the defective System to the designated carrier location within the next 3 days. You must package the defective System in the material provided with the replacement System, and ship the defective System to Dell's repair facility. This procedure applies to modular Systems only (i.e. Software & Peripheral items such as projectors or printers); do not attempt to ship back your computer system or monitor using this procedure. When returning your System for replacement, do not send external parts (such as cords, cables, controls, or lens caps). This contract does not apply to Systems returned to Dell's facility using procedures other than those set forth herein, and neither Dell nor the carrier can be responsible for damage caused during transit of the system to the carrier. Dell will pay standard shipping charges, for shipping your System in for replacement and for shipping a replacement System to you. Dell reserves the right to send you a whole identical or comparable replacement for the System. If your Type 11 Service covers a projector, you are obligated to return the projector bulb with the defective system. You will be obligated to pay, at the current retail price(s), if you retain the projector or the projector bulb. If the defective unit is not returned within ten (10) days, you agree to pay Dell for the replacement unit upon receipt of invoice. Failure to honor the invoice within ten (10) days after receipt will cause the cancellation of this Agreement and may result in other legal steps

IF YOU HAVE A TYPE 12 SERVICE AGREEMENT, THEN THE FOLLOWING SECTION APPLIES TO YOUR SYSTEM:

Type 12 Service Agreement. Standard Return-For-Repair "Mail-In" Service agreement. After it is determined that Your System requires "Mail-In" Service, packaging, shipping instructions, and a pre-paid shipping waybill will ordinarily be dispatched to your site the next business day. Upon receipt of the shipping supplies, you must package the system in the material required and call the carrier designated on your shipping instructions to arrange a pickup time. The carrier will then pick up your system and return it to Dell with shipping charges prepaid. Your System will be repaired or replaced, and delivered to the carrier for return shipping to you using second business day delivery, generally within one (1) business day (excluding holidays) after receipt of the System at the repair facility. Standard shipping charges, for shipping your System in for repair and for shipping it back to you, will be paid by Dell. If non-DELL options added to your System are found to be the cause of your reported problem, a service charge may be applied. Dell reserves the right to send you a whole replacement for the System or a replacement for portions of the System rather than repairing and returning the System that you sent for repair. All service parts removed from your System become Dell's property. You will be obligated to pay, at the current retail price(s), for any service parts you wish to retain.

IF YOU HAVE A TYPE 13 SERVICE AGREEMENT, THEN THE FOLLOWING SECTION APPLIES TO YOUR SYSTEM:

Type 13 Service Agreement. 8-Hour Service. If you follow these procedures and your service location is between 126-200 miles from the nearest parts stocking location, a service technician will, in most cases, be dispatched to arrive at your location for On-Site Service within eight (8) hours after dispatch, twenty-four (24) hours a day, seven (7) days a week (including holidays).

IF YOU HAVE A TYPE 14 SERVICE AGREEMENT, THEN THE FOLLOWING SECTION APPLIES TO YOUR SYSTEM
(Server, Desktop or Portable):

Type 14 Service Agreement - The Keep Your Hard Drive service relates solely to hard drive failures covered by the hardware warranty included with your computer purchase. Dell will only replace a failing hard drive that was purchased from Dell and installed in a Dell computer, excluding items purchased through Dell's Software and Peripherals group, either at the time of system purchase or as a customer kit and which is still under warranty.

Customer must report each instance of hard drive failure to Dell technical support in accordance with your hardware service agreement. If Dell determines that the hard drive has experienced a failure covered by the applicable warranty, Dell will ship the replacement hard drive prepaid, using same day or next-business-day delivery, as applicable to service agreement type purchased. Returning the failed hard drive to Dell is not required as part of this service agreement. It is the responsibility of the customer to destroy the hard drive and/or ensure that sensitive, classified or proprietary data is destroyed or remains secure. Upon request, the customer is also responsible for providing Dell the piece part identification (PPID) information of the failed hard drive.

The Keep Your Hard Drive service is not available for any systems returned under Dell's Total Satisfaction Policy. Any systems returned under the Total Satisfaction Policy must include the hard drive, or you may be subject to a charge for the hard drive. In such cases, you will be entitled to a refund for the amounts paid for the Keep Your Hard Drive service.

Dell reserves the right to cancel this agreement if abuse of this service agreement is determined by reviewing customers drive replacement history or if the customer refuses to provide PPID information or adequate detail to validate that a contact covered drive failure has occurred.

IF YOU HAVE A TYPE 15 SERVICE AGREEMENT, THEN THE FOLLOWING SECTION APPLIES TO YOUR SYSTEM :

Type 15 Service Agreement – On-Site Exchange Service agreement. If Dell has determined that your System has experienced a qualified failure, Dell will ship a replacement System to your location. If you call prior to 5:00 PM customer local time, in most cases the replacement system will be shipped to you within 3 – 5 business days. Once the system arrives at the designated location, then, in most cases, Dell will deliver the replacement System, package the defective System in the material provided, and take the

defective System to the designated carrier location within the next 3 days. This procedure applies to your covered System only. When returning your System for replacement, do not send external parts (such as cords, cables, controls, or lens caps).

This contract does not apply to Systems returned to Dell's facility using procedures other than those set forth herein, and neither Dell nor the carrier can be responsible for damage caused during transit of the System to the carrier. Dell will pay standard shipping charges, for shipping your System in for replacement and for shipping a replacement System to you. Dell reserves the right to send you a whole identical or comparable replacement for the System. If you do not allow Dell to return the defective unit within ten (10) days, you agree to pay Dell for the replacement unit upon receipt of invoice. Failure to honor the invoice within ten (10) days after receipt will cause the cancellation of this Agreement and may result in other legal steps.

b. Limits of Support Services THIS AGREEMENT IS OF LIMITED DURATION AND COVERAGE. This Agreement extends only to original purchasers of the System located within the United States as determined by Dell, and to any person who buys the System and this Agreement from the original purchaser or a subsequent transferee, as long as all transfer procedures have been complied with. This Agreement extends only to uses for which the System was designed. Except as stated below, the services Dell agrees to provide under this Agreement are repair services that are necessary because of any existing defect or a defect occurs in materials or workmanship in the System or in any System component covered by this Agreement. Preventive maintenance is not included. Installation, de-installation, or relocation services and operating supplies are not included. Repairs necessitated by software problems, or as a result of alteration, adjustment, or repair by anyone other than Dell (or its representatives) are not included. Dell is not obligated to repair any System or System component which has been damaged as a result of: (i) accident, misuse, or abuse of the System or component (such as, but not limited to, use of incorrect line voltages, use of incorrect fuses, use of incompatible, defective, or inferior devices, supplies, or accessories, improper or insufficient ventilation, or failure to follow operating instructions) by anyone other than Dell (or its representatives), (ii) an act of God such as, but not limited to, lightning, flooding, tornado, earthquakes, and hurricanes, or (iii) the moving of the System from one geographic location to another or from one entity to another.

LIMITATION OF REMEDY. YOUR EXCLUSIVE REMEDY AND DELL'S ENTIRE, COLLECTIVE LIABILITY IN CONTRACT, TORT OR OTHERWISE, UNDER THIS AGREEMENT IS THE REPAIR OF THE DEFECTIVE SYSTEM OR COMPONENTS IN ACCORDANCE WITH THIS AGREEMENT. IF DELL IS UNABLE TO MAKE SUCH REPAIR, YOUR EXCLUSIVE REMEDY AND DELL'S ENTIRE LIABILITY WILL BE THE PAYMENT OF ACTUAL DAMAGES NOT TO EXCEED THE CHARGE PAID BY YOU OR, IF NO CHARGE WAS PAID, THE THENCURRENT PUBLISHED CHARGES FOR THIS AGREEMENT. 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 STATE TO STATE. SOME STATES DO NOT ALLOW THE EXCLUSION OR LIMITATION OF (i) INCIDENTAL OR CONSEQUENTIAL DAMAGES OR (ii) IMPLIED WARRANTIES, SO THE ABOVE EXCLUSIONS MAY NOT APPLY.

Neither Dell nor you may institute any action in any form arising out of this Agreement 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.

With regard to any services that are not within the coverage of this Agreement, it will be within Dell's discretion whether to perform the services, and, if Dell elects to perform the services, the services will be subject to an additional charge to be paid by you.

3. Your Responsibilities.

To receive service and support, you are responsible for complying with the following:

- a. Valid Service Contract** Dell must have received payment for Support within 30 days of the date of invoice. Customer shall pay an additional fee of 1.5% per month for invoices not paid within such 30-day period. If you are currently not entitled to Support, then you should submit a valid credit card number to purchase appropriate Support for the Covered Product.
- b. Prepare for the Call** You will help the technician serve you better if you have the following information and materials ready when you call: your System's invoice and serial numbers; service tag number; model and model numbers; 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.

Dell End User Service Contract- Terms and Conditions (Page 5 of 7)

- c. Call For Assistance. For service support call one of the following toll free numbers based on your type of business. These phone lines are answered twenty-four (24) hours a day, seven days a week, including regularly observed holidays:

For Small Businesses:

Technical Support & Customer Service 800-456-3355

For National Accounts, Medical Institutions, Value Added Resellers (VARs):

Technical Support & Customer Service 800-822- 8965

For Government Agencies (local, state, or federal), or Educational Institutions:

Technical Support & Customer Service 800-234-1490

- d. Explain Your Problem to the Technician. Now you are ready to describe the problem you are having with your System. Let the technician know what error message you are getting and when it occurs; what you were doing when the error occurred; and what steps you may have already taken to solve the problem.
- e. Cooperate with the technician. Experience shows that most System problems and errors can be corrected over the phone as a result of close cooperation between the user and the technician. Listen carefully to the technician and follow the technician's directions.
- f. If the technician is unable to resolve the problem over the phone and determines that Mail-In or Ship Back Service is necessary, the following Standard procedures apply. Dell regrets that it cannot accept Systems that are not returned in accordance with these shipping instructions:
- 1). Software/Data Backup. You understand and agree that we are not responsible for any loss of software or data. You should back up the software and data on your System's hard disk drive and on any other storage device(s) in the System.
 - 2). Display the Return Authorization Number. Please print the authorization number you obtain from the technician clearly and conspicuously on the outside of the prepaid packaging. Unfortunately, Dell will have to refuse to service, and will return to you, any System that does not clearly and conspicuously display the authorization number on the packaging.
 - 3). Explain the Problem in Writing. Please enclose a brief description of the problem encountered, the error message received, and the suspected defect you discussed with the technician over the phone.
 - 4). Shipping. Following the problem diagnosis, if you call during our carrier's regular business hours, the technician will transfer you to Dell's designated freight carrier, explain the situation to the carrier and turn any further shipping actions over to the carrier. If you call outside of our carrier's regular business hours, we will provide you with information to contact our carrier during their regular business hours. Jointly you and the carrier will arrange for shipping. The System must be shipped in the Dell provided packaging to the address given to you by the technician.
 - 5). Package Your System. Dell will provide packaging through our Freight Carrier. You will be responsible for ensuring that the System is properly packaged and you will bear the full risk of loss or damage for any System that is returned improperly packaged.
 - 6). Other Shipping Precautions. Do not send your manuals or any non-Dell supplied options with your System. Prior to shipping, you must remove the options and components from your System as instructed by the technician.
 - 7). If You Miss The Carrier Visit (Type 7- Mail-In Service). If you or your authorized representative is not at the location when the carrier arrives, he or she will leave a delivery attempt notice and will attempt redelivery. If you and the carrier are unable to coordinate the drop off, you will need to call Dell and schedule another carrier visit and you may be subject to an additional charge.
 - 8). If You Fail to Pick up the Prepaid Packaging Materials and Ship your System (Type 8 – Ship Back Service). If you fail to pick up the prepaid packaging materials and ship your System within 3 days of your call, you will need to call Dell and schedule another drop-off and you may be subject to an additional charge.

- g. Parts Only Agreement Payment Procedure.** If you elect not to receive Mail-In or Ship Back services you may receive Dell's Parts Only Replacement Procedure (Type 6). Customer will pay Dell for replacement parts when the replaced part isn't returned to Dell within 15 days of the date the replacement was shipped by Dell, and for parts used to repair systems not covered by this Agreement. Parts will be priced at Dell's then current standard prices. If a payment due from Customer is late and not because it is disputed in good faith, Dell may, in its discretion, refuse to ship parts or respond to technical and support inquiries until the late payment is made.

UNTIL YOU HAVE COMPLIED WITH THE ABOVE PROCEDURES, DELL CANNOT DISPATCH A SERVICE TECHNICIAN TO PERFORM ON-SITE REPAIRS.

The hours of Support shall not include regular holidays that include New Year's Day, Good Friday, Memorial Day, Independence Day, Labor Day, Thanksgiving and Christmas Day, and the day after Thanksgiving and Christmas Day. Dell is not liable for any failure or delay in performance due to any cause beyond its control. IN any event, if Dell's ability to render support services is impaired by circumstances beyond Dell's control, Dell may terminate this Contract, in any event, you will receive a refund for any unused portion of your service term for which you had paid.

4. General Terms:

- a. Term and Renewal:** Prior to the expiration of your service contract, you may upgrade your service level or extend your service period based on available options then in effect. Any upgrades will not apply to conditions pre-existing the effective date of the upgrade.
- b. Claims of Confidentiality or Proprietary Rights:** You agree that any information or data disclosed or sent to Dell, over the telephone, electronically or otherwise, is not confidential or proprietary to you.
- c. Cancellation:** You may cancel this Agreement by providing to Dell at least thirty (30) days written notice of your 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.
- d. Entire Agreement:** This Contract is the entire agreement between you and Dell with respect to its subject matter and none of Dell's employees or agents may orally vary the terms and conditions of this Contract.
- e. Assignment:** Dell reserves the right to assign its right and obligations under this Agreement to a qualified third party designated by Dell without notice to You. In the event of such an assignment, Dell will no longer be responsible for any performance obligations under this Agreement or any other liability associated with this Agreement.
- f. Warranty Exclusion:** Dell makes no warranty, either express or implied, including, but not limited to, any implied warranties of merchantability and fitness for a particular purpose. Dell expressly disclaims all warranties.

5. Customer Replaceable Units and Whole Unit Replacement. If the telephone technician determines that the defective unit is one that is easily disconnected and reconnected, such as a keyboard, monitor, hard drives in portable computers, or any other component designated from time to time as a component that may be replaced by the customer, you may receive such component to install without a service technician arriving on site. Also, if the telephone technician determines that the System is one that should be replaced as a whole unit; a whole replacement unit with a prepaid return mailing label for the defective return may be sent directly to you. If a service technician delivers the replacement unit to you in person, you must relinquish the defective unit to the service technician. If you do not relinquish the defective unit to the service technician as required above, or if (in the event the replacement unit was not delivered in person by a service technician) the defective unit is not returned within ten (10) days, you agree to pay Dell for the replacement unit upon receipt of invoice. Failure to honor the invoice within ten (10) days after receipt will cause the cancellation of this Agreement and may result in other legal steps.

6. Parts Ownership. All service parts removed from your System become the property of Dell. You will be obligated to pay at the current retail price(s) for any service parts removed from your System and retained by you. Dell uses new and reconditioned parts made by various manufacturers in performing warranty repairs.

7. Parts Stocked. Based on our experience, we have stocked parts in various locations throughout the United States and other regions of the world. Selected parts may not be stocked in the location closest to your site. If a part that is needed to repair your System has to come from another location, it will be shipped using overnight delivery.

8. Transfer of this Agreement. Subject to the limitations set forth in this Agreement, you may transfer this Agreement to anyone who buys your entire System before the Termination Date of this Agreement, provided you are the original purchaser of the System and this Agreement, or you have purchased the System and this Agreement from its original owner (or a previous transferee) and have complied with all the transfer rules in this Agreement.

Please note that if you move your System to a geographic location in which the Service coverage is not available at the same price as you paid for this Agreement, you may incur an additional charge to maintain the same categories of Service coverage at the new location. If you chose not to pay such additional charge, your Service may be automatically changed to categories of Service that are available at such price or a lesser price in such new location with no refund available. Additionally, if (i) you transfer your Agreement to a buyer who will move the System to a geographic location in which the Service coverage is not available at the same price as you paid for the Agreement, or (ii) if the transferee (i.e., the buyer) of this Agreement wishes to change the Service coverage, then you may incur an additional charge for such transfer fee discussed above.

TO TRANSFER THIS AGREEMENT:

- **Use the Internet:**
Complete the On-Line Transfer Form located within Dell's Service and Support section at:
<https://support.dell.com/dellcare/tagtransfer.aspx>
- **Questions in regards to an ownership transfer**
Call (800) 822-8965 for:
Small Business
Medium & Large Business
Internet Service Providers
- **OR**

Call (800) 234-1490 for:
State & Local Government
Federal government
Education
Healthcare