

## Service Description: Consumer Hardware Service Agreement

BY ACCEPTING THE SERVICES AND SUPPORT DESCRIBED ON YOUR INVOICE, YOU ("CUSTOMER") 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 AGREEMENT 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.

**Products Covered ("System"):** References to "System(s)" in this Agreement mean Dell-branded hardware that is sold as new, purchased in the United States, and in a standard configuration(s) at the time of purchase. The type of System covered by this Agreement is described in your System's invoice and may include the following: Dell desktop and notebook computers, workstation computers, TVs, Axims, DJs and displays/CRTs. Excluded from this Agreement are server systems, data storage units, software, optical drives and any additional items (not identified above) sold through Dell's Software and Peripherals Division or Dell Factory Outlet, or items 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 System's invoice.

**Scope of Services:** The service Type, Term, and the Covered Product you have purchased is recorded on the Customer invoice. THIS SERVICE AGREEMENT APPLIES IF CUSTOMER HAS A TYPE 6, 7, 8, 11, OR 12 SERVICE AGREEMENT. For purposes of this Agreement, all references to time mean the Customer's local time, unless otherwise stated. Unless otherwise specified, references to the United States include the continental United States, Alaska, Hawaii, and Puerto Rico for Type 6 and 7, the continental United States, Alaska, and Hawaii for Type 8, 11 or 12. Service Agreements on plasma not available outside the continental United States.

**Service Type. This Hardware Service Description covers the following Service Types:**

- Parts Only Service: Type 6
- Return-For-Repair-"Mail-In" Service: Type 7
- Return-For-Repair "Ship-Back" Service: Type 8
- Advanced Exchange Service: Type 11
- Standard Return-For-Repair "Mail-In" Service Agreement: Type 12

**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 Customer's invoice indicates that 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 hardware warranty 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 Customer's System requires “Mail-In” Service, a carrier will be dispatched to Customer's site with proper packaging the same day if Customer calls prior to 12:00 p.m. local time to pick up the System and return it to Dell with shipping charges prepaid. Customer's System will be repaired or replaced, and delivered to the carrier for return shipping to Customer using overnight delivery, generally within one (1) business day after receipt of the System at the repair facility. Standard overnight shipping charges for shipping the System in for repair and for shipping it back to Customer will be paid by Dell. If non-Dell options added to Customer's System are found to be the cause of the reported problem, a service charge may be applied. Dell reserves the right to send Customer a whole replacement for the System or a replacement for portions of the System rather than repairing and returning the System that Customer sent for repair. All service parts removed from Customer's System become Dell's property. Customer is obligated to pay, at the current retail price(s), for any service parts Customer wishes 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 Customer's System requires “Ship-Back” Service, the Dell technician will work with Customer 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 Customer calls prior to 7:00 p.m. eastern standard time. Customer must then take the desktop System to the carrier location within the next 3 days after Customer's 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 Agreement 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 the System in for repair and for shipping it back to Customer will be paid by Dell. Once Customer's System arrives at the repair facility, Dell will repair or replace the System. Generally, Customer can expect the System to be returned to Customer 10-14 business days (excluding holidays) after Customer calls Dell to report the problem and arrange for shipping of the prepaid packaging material. If non-Dell options added to Customer's System are found to be the cause of the reported problem, a service charge may be applied. Dell reserves the right to send Customer 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 Customer sent for repair. All service parts removed from Customer's System become Dell's property. Customer is obligated to pay, at the current retail price(s), for any service parts Customer wishes to retain.

**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 Customer's System has experienced a qualified failure, Dell will ship a replacement System to Customer's location. If Customer calls 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, Customer must return the defective System to Dell by taking the defective System to the designated carrier location within the next 3 days. Customer 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 LCD TVs, 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 Agreement 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 Customer. Dell reserves the right to send Customer a whole identical or comparable replacement for the System. If Customer's Type 11 Service covers a projector, Customer is obligated to return the projector bulb with the defective system. Customer will be obligated to pay, at the current retail price(s), if Customer retains the projector or the projector bulb. If the defective unit is not returned within ten (10) days, Customer agrees 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 Customer's System requires "Mail-In" Service, packaging, shipping instructions, and a pre-paid shipping waybill will ordinarily be dispatched to Customer's site the next business day. Upon receipt of the shipping supplies, Customer must package the System in the material required and call the carrier designated on Customer's shipping instructions to arrange a pickup time. The carrier will then pick up the System and return it to Dell with shipping charges prepaid. Customer's System will be repaired or replaced, and delivered to the carrier for return shipping to Customer 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 the System in for repair and for shipping it back to Customer, will be paid by Dell. If non-Dell options added to Customer's System are found to be the cause of the reported problem, a service charge may be applied. Dell reserves the right to send Customer a whole replacement for the System or a replacement for portions of the System rather than repairing and returning the System that Customer sent for repair. All service parts removed from Customer's System become Dell's property. Customer is obligated to pay, at the current retail price(s), for any service parts Customer wishes to retain.

**Limits of Support Services. THIS AGREEMENT IS OF LIMITED DURATION AND COVERAGE.** 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 liable for any failure or delay in performance due to any cause beyond Dell's control.

In addition, Dell is not obligated to repair any System or System component in the following instances:

- a. damage resulting from 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);
- b. damage resulting from an act of God such as, but not limited to, lightning, flooding, tornado, earthquakes, and hurricanes;
- c. failure due to an external factor (fire, flood, failures or fluctuations of electrical power or air conditioning);
- d. repairs due to excessive use, wear and tear;
- e. the loading of software, software configurations or any data files;
- f. the moving of the System from one geographic location to another or from one entity to another; or
- g. where Dell determines there is no trouble found (e.g., the error cannot be re-created).

This Agreement 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.

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 Customer.

## How to Use Your Service

**Customer's Responsibilities. To receive service and support, you are responsible for complying with the following:**

1. **Valid Service Contract.** Payment terms are within Dell's sole discretion, and, unless otherwise agreed to by Dell, Dell must have received payment for services 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 Customer is currently not entitled to service, then Customer should submit a valid credit card number to purchase appropriate service for the System.
2. **Software/Data Backup.** It is solely Customer's responsibility to complete a backup of all existing data, software, and programs on affected Systems before receiving services (including telephone support). **DELL WILL HAVE NO LIABILITY FOR LOSS OF OR RECOVERY OF DATA, PROGRAMS, OR LOSS OF USE OF SYSTEM(S).** You understand and agree that under no circumstances will Dell be responsible for any loss of software, programs, or data -even if technicians have attempted to assist you with your backup, recovery or similar services. Any such assistance is beyond the scope of any Dell warranty and this Service Agreement. The assistance is provided in Dell's sole discretion and without any guarantee or warranty of any kind. Neither does Dell provide any guarantee or warranty of any kind with respect to any third-party product that a technician may use in assisting you.
3. **Requesting Service. Be prepared to provide the following information to the technician when requesting this Service:**
  - a. system invoice and serial numbers;
  - b. service tag number;
  - c. System type and model numbers;
  - d. current version of the operating system on the affected System;
  - e. brand names and models of any peripheral devices (such as a modem) attached to the System;
  - f. the error message received and when it occurs;
  - g. what tasks or functions were being processed or implemented when error occurred; and
  - h. what steps, if any, were taken to solve the problem.
4. **Call For Assistance.** For service support call one of the following toll free numbers. These phone lines are answered twenty-four (24) hours a day, seven days a week, including regularly observed holidays:
  - Hardware Warranty Support: 800-624-9896
  - Customer Service: 800-624-9897

5. **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.
6. **Mail-In or Ship Back Procedures.** 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:
7. **Display the Return Authorization Number.** Please print the authorization number obtained 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 Customer, any System that does not clearly and conspicuously display the authorization number on the packaging.
8. **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.
9. **Shipping.** Following the problem diagnosis, if Customer calls during the carrier's regular business hours, the technician will transfer Customer to Dell's designated freight carrier, explain the situation to the carrier and turn any further shipping actions over to the carrier. If Customer calls outside of the carrier's regular business hours, Customer will receive information how to contact the carrier during their regular business hours. Jointly Customer and the carrier will arrange for shipping. The System must be shipped in the Dell provided packaging to the address given to Customer by the technician.
10. **Package the System.** Dell will provide packaging through the freight carrier. Customer is responsible for ensuring that the System is properly packaged and Customer will bear the full risk of loss or damage for any System that is returned improperly packaged.
11. **Other Shipping Precautions.** Do not send manuals or any non-Dell supplied options with the System. Prior to shipping, Customer must remove the options and components from the System as instructed by the technician.
12. **If Customer Misses The Carrier Visit (Type 7-Mail-In Service).** If Customer or Customer's 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 Customer and the carrier are unable to coordinate the drop off, Customer will need to call Dell and schedule another carrier visit, and Customer may be subject to an additional charge.
13. **If Customer Fails to Pick up the Prepaid Packaging Materials and Ship the System (Type 8 – Ship Back Service).** If Customer fails to pick up the prepaid packaging materials and ship the System within 3 days of Customer's call, Customer will need to call Dell and schedule another drop-off. Customer may be subject to an additional charge.
14. Business day shipping/delivery does not include weekends or regular holidays such as New Year's Day, Good Friday, Memorial Day, Independence Day, Labor Day, Thanksgiving and/or Christmas Day.
15. **Parts Only Agreement Payment Procedure.** If Customer elects not to receive Mail-In or Ship Back services, Customer may receive Dell's Parts Only Replacement Procedure (Type 6). Customer will pay Dell for replacement parts when the replaced part is not 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.
16. **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, Customer may receive such component to install without a service technician arriving on site. Dell reserves the right to send Customer a whole identical or comparable replacement for the System. A whole replacement unit with a prepaid return mailing label for the defective

return may be sent directly to Customer. Customer must relinquish the defective unit. If Customer does not return the defective unit within ten (10) days, Customer agrees 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.

17. **Parts Ownership.** All service parts removed from Customer's System become the property of Dell. Customer is obligated to pay at the current retail price(s) for any service parts removed from Customer's System and retained by Customer. Dell uses new and reconditioned parts made by various manufacturers in performing warranty repairs.

18. **Parts Stocked.** Spare parts provided under this Service Agreement may be new, used or reconditioned.

### Important Additional Information

**Claims of Confidentiality or Proprietary Rights.** Customer agrees that any information or data disclosed or sent to Dell, over the telephone, electronically or otherwise, is not confidential or proprietary to Customer.

**Renewal and Upgrades.** Prior to the expiration of this Service Agreement, Customer may upgrade the Service Type or extend the term based on available options then in effect in accordance with Dell's then-current procedures. Any upgrades will not apply to conditions existing with the System prior to the effective date of the upgrade.

**Cancellation.** Customer 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 Customer for any unused portion of the service term for which Customer has 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 warranty may not be cancelled. Cancellation of extended warranties or additional services at any time after the order is placed may reduce any applicable discount and may require return of the complete system.

Dell, at its discretion, may terminate service with 30 days notice to Customer, in which case, Customer will be entitled to a refund subject to the above conditions. Dell reserves the right to immediately suspend or terminate services if Dell, in its sole discretion, determines that services are being misused and/or Customer has not complied with the terms and conditions of this Service Agreement.

**Transfer of Service Description.** Subject to the limitations set forth in this Service Agreement, Customer may transfer this Agreement to a third party who buys Customer's entire System before the expiration of the then-current service term, provided Customer is the original purchaser of the System and this Agreement, or Customer purchased the System and this Agreement from its original owner (or a previous transferee) and complied with all the transfer rules set forth in this Agreement. A transfer fee may apply.

### To Transfer This Agreement:

- Use the Internet: Complete the On-Line Transfer Form located within Dell's Service and Support section at: [http://dell.com/us/en/dhs/topics/sbtopic\\_015\\_ccare.htm](http://dell.com/us/en/dhs/topics/sbtopic_015_ccare.htm).
- Using the Fax: Fax a completed request to transfer to Fax #: (512) 728-8063.

**Geographic Limitations.** The services described in this Service Agreement will only be available to original purchasers of the System located within the United States as determined by Dell, and to any person who receives this Service Agreement through a transfer from the original buyer in accordance with Dell's transfer procedures. Some services may be limited to the product's original shipment location.

The services may not be available on all products in all locations, and additional charges, terms, and conditions may apply in certain locations. If Customer elects not to pay such additional charge, Dell may change Customer's Service Type to a Service Type that is available at such price or a lesser price in such new location with no refund available. Service Agreements on plasmas are not available outside the continental United States.

**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 Customer. 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.

**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.

**Governing Law.** THE PARTIES AGREE THAT THIS AGREEMENT, ANY SALES THERE UNDER, OR ANY CLAIM, DISPUTE OR CONTROVERSY (WHETHER IN CONTRACT, TORT, OR OTHERWISE, WHETHER PREEXISTING, PRESENT OR FUTURE, AND INCLUDING STATUTORY, COMMON LAW, AND EQUITABLE CLAIMS) BETWEEN CUSTOMER AND DELL arising from or relating to this Agreement, its interpretation, or the breach, termination or validity thereof, the relationships which result from this Agreement, Dell's advertising, or any related purchase SHALL, TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, BE GOVERNED BY THE LAWS OF THE STATE OF TEXAS, WITHOUT REGARD TO CONFLICTS OF LAWS RULES.

**Binding Arbitration.** ANY CLAIM, DISPUTE, OR CONTROVERSY (WHETHER IN CONTRACT, TORT, OR OTHERWISE, WHETHER PREEXISTING, PRESENT OR FUTURE, AND INCLUDING STATUTORY, COMMON LAW, INTENTIONAL TORT AND EQUITABLE CLAIMS) BETWEEN CUSTOMER AND DELL, its agents, employees, principals, successors, assigns, affiliates (collectively for purposes of this paragraph, "Dell") arising from or relating to this Agreement, its interpretation, or the breach, termination or validity thereof, the relationships which result from this Agreement (including, to the full extent permitted by applicable law, relationships with third parties who are not signatories to this Agreement), Dell's advertising, or any related purchase SHALL BE RESOLVED EXCLUSIVELY AND FINALLY BY NON-BINDING ARBITRATION ADMINISTERED BY THE NATIONAL ARBITRATION FORUM (NAF) under its Code of Procedure then in effect (available via the Internet at <http://www.arb-forum.com/>, or via telephone at 1-800-474-2371). The arbitration will be limited solely to the dispute or controversy between customer and Dell. NEITHER CUSTOMER NOR DELL SHALL BE ENTITLED TO JOIN OR CONSOLIDATE CLAIMS BY OR AGAINST OTHER CUSTOMERS, OR ARBITRATE ANY CLAIM AS A REPRESENTATIVE OR CLASS ACTION OR IN A PRIVATE ATTORNEY GENERAL CAPACITY. This transaction involves interstate commerce, and this provision shall be governed by the Federal Arbitration Act 9 U.S.C. sec. 1-16 (FAA). Dell will be responsible for paying any arbitration filing fees and fees required to obtain a hearing to the extent such fees exceed the amount of the filing fee for initiating a claim in the court of general jurisdiction in the state in which you reside. Each party shall pay for its own costs and attorneys' fees, if any. However, if any party prevails on a statutory claim that affords the prevailing party attorneys' fees, or if there is a written agreement providing for fees, the Arbitrator may award reasonable fees to the prevailing party, under the standards for fee shifting provided by law. Information may be obtained and claims may be filed with the NAF at P.O. Box 50191, Minneapolis, MN 55405.

**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 THEN CURRENT 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 Customer 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.

**Entire Agreement.** This Agreement is the entire agreement between Customer 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 Agreement.

**State-Specific Provisions.** The terms stated in this paragraph are specific to warranties and services purchased for a separate charge in certain states. If you are not a permanent resident of the state identified in each paragraph below at the time you purchase the service for a separate charge, then you are not eligible for these rights and/or remedies. We are not obligated to provide the service under these terms except in the states specified below.

- Alabama, Georgia and Kentucky Customers. The obligations of Dell under this Agreement are backed by the full faith and credit of Dell.
- California and Illinois Customers. You may cancel this Agreement at any time by following the procedures for cancellation set forth in this Agreement. If you cancel this Agreement after thirty (30) days of your receipt of this Agreement, you are entitled to a pro-rata refund as follows: Refund = The Total Price minus (a) the number of days from the date you receive the covered hardware until we receive notice of your cancellation divided by the term of this Agreement; (b) 0.1 multiplied by the Total Price; and (c) the cost of any repair or replacement provided to you before cancellation.
- Florida Customers. The terms stated in this paragraph are specific to permanent residents of Florida who purchase both the hardware and this Agreement for personal, family or household purposes. If you are not a permanent resident of Florida at the time you purchase the hardware and this Agreement for personal, family or household purposes, then you are not eligible for these rights and/or remedies. You may cancel this Agreement at any time by following the procedures for cancellation set forth in this Agreement. In the event you cancel this Agreement, you are entitled to a refund, which shall be based upon 90 percent of the unearned pro-rata purchase price less any claims that have been paid or less the cost of repairs made on your behalf. In the event the contract is canceled by Dell, the refund shall be based upon 100 percent of the unearned pro-rata purchase price. Arbitration of any and all claims and disputes arising solely out of the terms and conditions of this Agreement is non-binding unless the parties agree in writing at the time a claim is asserted or a demand for arbitration is made that both parties want the arbitration to be binding. This Agreement shall be governed by the laws of the State of Texas; however, to the extent such governing law is expressly prohibited by Florida's laws governing service warranty associations in certain instances, then the laws of Florida shall govern in such instances. No fees for service transfer or downgrading due to geographic limitations apply. If service downgrades are required as a result of transferring the hardware to a new location, then you may cancel this Agreement and receive a pro-rata refund as set forth immediately above. **Dell Marketing L.P.** is a licensed service warranty association in Florida, and it is the issuer of this Agreement.
- Hawaii Customers. If you cancel this Agreement pursuant to the procedures for cancellation set forth in this Agreement and we fail to refund the purchase price of this Agreement to you within forty-five (45) days after your cancellation, we are obligated to pay you a penalty of 10% per month of the amount of the refund due and owing to you. Your right to cancel this Agreement only applies to the original owner of the Agreement and may not be transferred to subsequent owners of the Agreement. The obligations of Dell under this Agreement are backed by the full faith and credit of Dell.
- Nevada Customers. You may cancel this Agreement at any time by following the procedures for cancellation set forth in this Agreement. If you cancel this Agreement within twenty (20) days after your receipt of this Agreement and you have not made a claim under this Agreement, you are entitled to a full refund of the Total Price. If you cancel this Agreement any time after twenty (20) days after your receipt of this Agreement or if you cancel this Agreement and have made a claim at any time under this Agreement, you are entitled to a refund of the unearned premium calculated on a pro rata basis, minus a cancellation fee of 10% of the Total Price. We may cancel this Agreement for any reason within seventy (70) days after your receipt of this Agreement. We may cancel this Agreement thereafter only if:
  - You fail to pay an amount when due;
  - You are convicted of a crime that results in additional service under this Agreement;
  - It is discovered that you committed fraud or made a material misrepresentation in obtaining this Agreement or submitting a claim;



- It is discovered that you engaged in an act or omission, or violated a condition of this Agreement, after the date of this Agreement which substantially and materially increases the service due under this Agreement; or
- A material change occurs to the nature or scope of the service that causes it to be substantially and materially increased beyond that contemplated as of the date of this Agreement.

If we cancel this Agreement as provided above, we will send you written notice at the address indicated in our records. The notice will include the effective date of the cancellation, which will not be less than fifteen (15) days after the date we send you the notice of cancellation. In addition, you will be entitled to a refund of the unearned premium calculated on a pro rata basis. If we fail to deliver to you within forty-five (45) days any unearned premium to which you are entitled as provided above, you will be entitled to an additional amount equal to 10% of the Total Price for every thirty (30) days such refund is delayed beyond the 45-day period. You are not required to pay a deductible to receive the service. The service covers only the types of defects expressly identified in this Agreement. Any other defects in the hardware existing prior to the date of this Agreement are not covered by the service. Repairs initiated or completed without Dell's prior approval will not be covered under this service contract. The obligations of Dell under this Agreement are backed by the full faith and credit of Dell.

- New York Customers. If you cancel this Agreement pursuant to the procedures for cancellation set forth in this Agreement and we fail to refund the purchase price of this Agreement to you within thirty (30) days after your cancellation, we are obligated to pay you a 10% penalty per month of the amount of the refund due and owing to you. The obligations of Dell under this Agreement are backed by the full faith and credit of Dell. In addition to the services specified under this Agreement, Dell will provide repair and replacement services as to defects in materials or workmanship, or wear and tear, to the extent provided in Dell's Limited Warranty (see <http://www.dell.com/content/topics/global.aspx/policy/en/policy?c=us&l=en&s=gen&~section=010>), including any warranty extensions, the provisions of which Limited Warranty are incorporated by reference herein. Dell's Limited Warranty may be included with the purchase and in the price of the covered hardware. Such incorporation by reference shall not enlarge or diminish your rights or Dell's obligations under the Limited Warranty, provided, however, the duration of this Agreement shall not extend beyond the duration of the Limited Warranty (including any warranty extensions). In the event of a conflict between the provisions of this Agreement and the Limited Warranty, the provisions of this Agreement shall control.
- North Carolina Customers. You are entitled to written notification before the sale of a service agreement that the purchase of a service agreement is not required either to purchase or obtain financing on the covered hardware. You may cancel this Agreement at any time by following the procedures for cancellation set forth in this Agreement. If you cancel this Agreement after thirty (30) days of your receipt of this Agreement, you are entitled to a pro-rata refund as follows: Refund = The Total Price minus (a) the number of days from the date you receive the covered hardware until we receive notice of your cancellation divided by the term of this Agreement; (b) 0.1 multiplied by the Total Price; and (c) the cost of any repair or replacement provided to you before cancellation.
- South Carolina Customers. If you cancel this Agreement pursuant to the procedures for cancellation set forth in this Agreement and we fail to refund the purchase price of this Agreement to you within forty-five (45) days after your cancellation, we are obligated to pay you a 10% penalty per month of the amount of the refund due and owing to you. Your right to cancel this Agreement only applies to the original owner of the Agreement and may not be transferred to subsequent owners of the Agreement. If we cancel this Agreement, we will send you written notice of the cancellation at least fifteen (15) days prior to the effective date of cancellation. The obligations of Dell under this Agreement are backed by the full faith and credit of Dell. If we do not timely resolve such matters within sixty (60) days of proof of loss, you may contact the South Carolina Department of Insurance, Post Office Box 100105, Columbia, South Carolina 29202-3105, or (800) 768-3467.
- Texas Customers. If you cancel this Agreement pursuant to the procedures for cancellation set forth in this Agreement and we fail to refund the purchase price of this Agreement to you within forty-five (45) days after your cancellation, we are liable to you for a penalty of no more than 10% per month of the amount of the refund due and owing to you. Your right to cancel this Agreement only applies to the

original owner of the Agreement and may not be transferred to subsequent owners of the Agreement. The obligations of Dell under this Agreement are backed by the full faith and credit of Dell. Any unresolved complaints concerning Dell or questions concerning the regulation of service contract providers may be addressed to: Texas Department of Licensing and Regulation, P.O. Box 12157, Austin, Texas 78711-2157, telephone (512) 4636599 or (800) 803-9202 (within Texas).

- Washington Customers. If you cancel this Agreement pursuant to the procedures for cancellation set forth in this Agreement above and we fail to refund the purchase price of this Agreement to you within thirty (30) days after your cancellation, we are obligated to pay you a penalty of 10% per month of the amount of the refund due and owing to you. Your right to cancel this Agreement only applies to the original owner of the Agreement and may not be transferred to subsequent owners of the Agreement. The obligations of Dell under this Agreement are backed by the full faith and credit of Dell.
- Wisconsin Customers. **This warranty is subject to limited regulation by the Office of the Commissioner of Insurance.** Dell Inc. shall be considered the obligor on the service obligations hereunder.
- Wyoming Customers. If you cancel this Agreement pursuant to the procedures for cancellation set forth in this Agreement and we fail to refund the purchase price of this Agreement to you within forty-five (45) days after your cancellation, we are obligated to pay you a penalty of 10% per month of the amount of the refund due and owing to you. Your right to cancel this Agreement only applies to the original owner of the Agreement and may not be transferred to subsequent owners of the Agreement. The obligations of Dell under this Agreement are backed by the full faith and credit of Dell. The final determination in any arbitration proceeding instituted pursuant to the arbitration provisions set forth in this Agreement may be submitted to a court of competent jurisdiction in accordance with Section 1-36-101 of the Wyoming Statutes.

**Terms and Conditions: Dell is pleased to provide these services to Consumers in accordance with this Service Description and the Terms of Sale at <http://www.dell.com/>.**

