

Service Description

Accidental Damage Service

Introduction

Dell is pleased to provide Dell Accidental Damage Service (the "**Service(s)**") in accordance with this Service Description ("**Service Description**"). Your quote, order form or other mutually-agreed upon form of invoice or order acknowledgment (as applicable, the "**Order Form**") will include the name of the service(s) and available service options that you purchased. For additional assistance or to request a copy of your service contract(s), contact Dell Technical Support or your sales representative.

The Scope of Your Service Agreement

For your one-time payment to Dell as specified on your invoice or other order confirmation (the "**Total Price**") for each product ("**Supported Product**") plus any applicable sales or similar taxes, Dell will provide the Service in accordance with this Agreement for the term of Service specified on such invoice, or other order confirmation.

You must pay a separate Total Price for each Supported Product you wish to be covered by this Agreement. For example, a printer purchased with a notebook system is not covered by the notebook system's service contract. Instead, the printer and the notebook will each need their own service contract. When the Service is purchased for a desktop system, both the desktop and the monitor purchased with the desktop will be covered under the service contract. With regard to each Supported Product covered by this Agreement the following general terms, conditions and exclusions shall apply:

During the term of this Agreement and subject to the limitations in this Agreement, we will repair the Supported Product as necessary to correct any damage to the Supported Product which occurs during the usual and customary usage of the Supported Product and is caused by either accidental damage from handling (including drops and spills) or an electrical surge.

Only parts built in or on the base unit of the Supported Product, including parts or accessories that are required for regular operation of the base unit and shipped at point of sale, such as internal memory, built-in LCD, internal components/switches, built-in buttons, drawers, lids or panels, remote controls, or cables are covered.

This Agreement does not cover externally-attached computers, peripherals, or other devices that may work in conjunction with the Supported Product, and this Agreement does not cover components, cases, television or monitor wall mounts, wiring, or items classified as "accessories" or "consumables" and not built in or on the base unit of the Supported Product, such as batteries that are out of warranty, light bulbs, disposable/replaceable print/ink cartridges, print or photo paper, memory disks, memory cards, SIM cards, disposable memory devices, wire connections, carrying cases, stylus pens, docking stations, external modems, external speakers, game devices, game disks, secondary monitors, external mouse for notebooks, external keyboard for notebooks, or other input/output devices, any other components not internal to the Supported Product for which you purchased Service, or other parts/components requiring regular user maintenance.

If we repair your Supported Product, you understand and agree that we may replace original parts with new or used parts from the original manufacturer, or an equivalent part from a different manufacturer. Replacement parts will be functionally equivalent to the original parts.



In our discretion, we may designate an affiliated company or contract with a third party to complete repairs on the Supported Product.

If we decide that it is necessary to replace the Supported Product rather than repair it, you will receive a Supported Product equivalent to or better than the Supported Product you originally purchased from us, as determined by us in our sole and reasonable discretion.

For any incident that Dell determines is eligible for Service under this Agreement (a "Qualified Incident"), Service coverage is limited to one Qualified Incident per Supported Product per 12 month period commencing from the start date of the term of Service. The ability to submit an incident does not accumulate or carry over to any subsequent 12 month period. However, each Qualified Incident will be applied to the 12 month period during which it is reported, even if such incident is resolved during a subsequent period. Once the Qualified Incident limit is reached, Customer may request repair of the Supported Product for an additional charge.

This is not a contract of insurance. Please read this Agreement carefully, and please note that Dell reserves the right to change or modify any of the terms and conditions set forth in this Agreement at any time. Dell also reserves the right to determine whether and when any such changes apply to both existing and future Customers.

Service Response Level. When you request Service, you must allow Dell to evaluate the Supported Product to determine whether the product qualifies for Service. Dell's technical support agent will inform you of the options available to you to ship your Supported Product to Dell for evaluation and repair. As long as you follow our directions, as specified in the "Cooperate with Technician" section below, Dell will pay all shipping charges for return of the Supported Product to Dell's service facility. In some instances, Dell may make other evaluation and repair methods available to you as part of the Service.

Hardware Only. This Agreement is for hardware only. This Service does not cover software. This software exclusion includes but is not limited to: 1) any defects in or damage (including without limitation virus-inflicted damage) to software preloaded on, purchased with or otherwise loaded on the Supported Product and 2) any software loaded through Custom Factory Integration. In addition, this Service does not cover any other items added through Custom Factory Integration. We will exercise reasonable efforts to, but this Agreement does not guarantee that we will, repair or replace non-software Custom Factory Integration items that may otherwise be excluded components.

Service Limitations. This Agreement does not cover and we are not obligated to repair or replace:

- Any damage to or defect in the Supported Product that is cosmetic. Under this Agreement, we are not obligated to repair wear and tear on the Supported Product and other superficial items, such as scratches and dents that do not materially impair your use of the Supported Product.
- Any Supported Product that anyone other than Dell or a person we designate has tried to repair. We will not provide Service for any product defect that results after repairs to the Supported Product made or attempted by you or any other person not authorized by Dell to repair the Supported Product.
- Any Supported Product that suffers damage in connection with or as a result of incorrect or inadequate Customer Installation. "Customer Installation" shall include any of the following performed by the Customer or any third party on behalf of the customer: (1) unpacking or moving the Supported Product (2) installation or mounting of a Supported Product to a wall or other structure (or removal of the same following installation) and (3)





affixing of brackets or other weight bearing devices designed for mounting or attachment to a wall or other structure (or removal of the same). Customer Installation does not include installation services purchased from Dell.

- Any Supported Product that is lost or stolen. To receive repair or replacement of a Supported Product, you must return the damaged Supported Product to us in its entirety.
- Any Supported Product that is damaged by fire from an external source or that is intentionally damaged or damaged by misuse, abuse, failure to follow instructions provided with the Supported Product, or use of the Supported Product in an incorrect environment. If we find evidence of intentional damage, misuse, abuse, failure to follow instructions provided with the Supported Product, or use of the Supported Product in an incorrect environment, we are not obligated to repair or replace the Supported Product.
- Any recovery or transfer of data stored on the Supported Product. You are solely responsible for all data stored on the Supported Product, and it is your responsibility to complete a backup of all existing data, software, and programs on affected products before receiving services (including telephone support) or shipping products back to Dell. In addition, you are responsible for removing any confidential, proprietary, or personal information and any removable media such as SIM cards, memory cards, CDs, or PC cards. We do not provide you any data recovery services under this Agreement. However, if Dell determines that replacement of a storage device or hard drive is necessary, we will reload, at no charge to you, the then-current version of major application and operating system software you originally purchased from us, including any installed Custom Factory Integration applications. We do not, however, represent or warrant and this Agreement does not obligate us to ensure that any installed Custom Factory Integration applications will be compatible with the replacement Supported Product.
- Preventive maintenance. It is not necessary that you perform any preventive maintenance on the Supported Product to obtain repair or replacement of a Supported Product covered by this Agreement.
- Except as specifically provided herein, any other damages that do not arise from defects in materials or workmanship or ordinary and customary usage of the covered Supported Product.
- Any damages arising from acts of God such as, but not limited to, lightning, flooding, tornado, earthquakes, and hurricanes.

Failure rates of your Supported Products and all components within are constantly monitored. For customers with a history of high incident rates, Dell reserves the right to require such customers to work with Dell to reduce the number of incidents and/or deny requests to continue to purchase this Service.

Additional Limitations for Service Purchased After the Purchase of the Supported Product. Where allowed by law, this Service may also be available for purchase after the date that Customer purchased a product. In those instances, the following conditions and limitations apply:

- Requests for service for the supported product cannot be presented until 30 days after the Service's purchase date, as indicated on customer's invoice, information page or other order confirmation; provided however, that the 30-day waiting period will not apply to customers who extend their service period prior to the expiration of the preceding service term





- Customer is responsible for ensuring that the Supported Product is in normal operating condition at the time Service is purchased. Under no circumstances will Dell be responsible for Service for any damage or defect that existed prior to the Customer's purchase of the Service.
- Dell reserves the right to inspect the Supported Product to confirm that it is in normal operating condition. Dell may, for an additional charge, offer Customer repair options to return the underlying product to normal operating condition.
- If, upon inspection, Dell determines in its sole discretion that the damage or defect for the Supported Product existed before the Service was purchased, then the request for Service will be denied.

Geographic Limitations & Relocation. This Service will be delivered to the site(s) indicated on the Customer's invoice, or other order confirmation. Dell is not obligated to provide Service for any Supported Product located outside of the country or site(s) indicated on Customer's invoice or other order confirmation. Service options, including service levels, technical support hours and onsite response times will vary by geography and certain options may not be available in Customer's location. Dell's obligation to provide Service for a relocated Supported Product is subject to local Service availability and may be subject to additional fees as well as inspection and recertification of the relocated Supported Product at Dell's then current time and materials consulting rates. Support outside of the country in which Customer purchased this Service may be available on a commercially reasonable efforts basis (e.g., not available in all countries, not available on all parts, not available to all Customers). In addition, out of country support will not include any whole unit replacements. Please contact a Dell technical support analyst for additional details.

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.

On-site Obligations. Where Services require on-site performance, Customer will provide (at no cost to Dell) free, safe and sufficient access to Customer's facilities and the Supported Products, including ample working space, electricity, and a local telephone line. A monitor or display, a mouse (or pointing device), and a keyboard must also be provided (at no cost to Dell), if the system does not already include these items.

Maintain Software and Serviced Releases. Customer will maintain software and Supported Products at Dell-specified minimum release levels or configurations as specified on PowerLink for Dell | EMC Storage or EqualLogic™, or as specified on www.support.dell.com for additional Supported Products. 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 on-site technician is also providing assistance. **DELL WILL HAVE NO LIABILITY FOR:**





- ANY OF YOUR CONFIDENTIAL, PROPRIETARY OR PERSONAL INFORMATION;
- LOST OR CORRUPTED DATA, PROGRAMS OR SOFTWARE;
- DAMAGED OR LOST REMOVABLE MEDIA;
- DATA OR VOICE CHARGES INCURRED AS A RESULT OF FAILING TO REMOVE ALL SIM CARDS OR OTHER REMOVABLE MEDIA INSIDE SUPPORTED PRODUCTS THAT ARE RETURNED TO DELL;
- THE LOSS OF USE OF A SYSTEM OR NETWORK;
- AND/OR FOR ANY ACTS OR OMISSIONS, INCLUDING NEGLIGENCE, BY DELL OR A THIRD-PARTY SERVICE PROVIDER.

Dell will not be responsible for the restoration or reinstallation of any programs or data. When returning a Supported Product or part thereof, Customer will only include the Supported Product or part which has been requested by the phone technician.

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.

How to Contact Dell If Your Require Service

Self-Dispatch Support Programs:

For customers enrolled in the Tech Direct Program, Qualified Incidents may be handled by Certified Customer technicians through the submission of a service request to the self-dispatch website or telephone queue for your region. Depending on the nature or extent of the damage, the issue may require that the Supported Product be sent to a Dell-designated repair center.

Chat and E-mail Support

Dell technical support service may be contacted through instant online chat or e-mail available at www.support.dell.com

Telephone-Based Support:

For telephone support requests, contact your Dell support center to speak to a technical support analyst. When you call, diagnosis or troubleshooting under your Dell Limited Hardware Warranty (see www.Dell.com/Warranty), or other underlying warranty or service contract (see www.Dell.com/ServiceContracts) may be required prior to receiving Service under this Agreement. The hours of support shall not include holidays. Please contact your Dell sales or support analyst for additional details. Dell is not liable for any failure or delay in performance due to any cause beyond its control.

General customer responsibilities

Cooperate with Technician. You must cooperate with the technician to ensure that the Supported Product is properly serviced. When you call, a Dell technician will both ask for the





Service Tag number located on your Supported Product and verify your purchase of the Service.

The technician will then ask you a series of questions to assess the extent and cause of damage to the Supported Product. These diagnostic and troubleshooting steps may require more than one call or an extended session, and you may be asked to access the inside of your Supported Product where safe to do so.

If your issue is covered by this Service and that issue is not resolved remotely, then, at our discretion following completion of remote diagnosis or troubleshooting, the technician may send you a replacement part for you to install on the Supported Product.

In some cases, where we can determine over the telephone that a replacement Supported Product will be necessary, we may in our discretion, ship you a replacement Supported Product immediately. However, if you fail to return the damaged Supported Product to us, you agree that you are responsible for the retail price of the replacement Supported Product.

When returning a Supported Product for replacement, unless otherwise directed by your Dell tech support agent, do not include parts not sent to you for replacement (such as battery, battery pack cover, SIM card, memory card, etc.). Dell will not be responsible for any data or voice charges incurred as a result of Customer's failure to remove all SIM cards inside Products returned to Dell. In addition, when returning your Product for replacement, do not send external parts (such as cords, cables, controls, or lens caps).

Payment. Service is only available with the purchase of a Dell product for which Dell currently offers Dell Accidental Damage Service, but it is not necessary that you purchase the Service to buy a Supported Product from us. Our invoice or other order confirmation issued to you for the Supported Product will indicate whether you purchased Dell Accidental Damage Service, and will serve as your receipt. We will provide you a copy of the invoice or other order confirmation and this Agreement within ten (10) days after your purchase of a Supported Product with Service. In addition, the Supported Product will be tagged with a serial number that will indicate your purchase of the Service (the "**Service Tag**").

Limitation of Liability. NEITHER DELL MARKETING L.P. (NOR DELL CANADA INC. FOR CANADIAN PURCHASES) NOR ITS AFFILIATES, PARTNERS, OFFICERS, DIRECTORS, EMPLOYEES OR AGENTS ARE LIABLE TO YOU, OR ANY SUBSEQUENT OWNER OR OTHER USER OF THE SUPPORTED PRODUCT, FOR ANY INCIDENTAL OR CONSEQUENTIAL DAMAGES, INCLUDING, BUT NOT LIMITED TO, LIABILITY OR DAMAGES FOR THE SUPPORTED PRODUCT NOT BEING AVAILABLE FOR USE, LOSS OR CORRUPTION OF DATA OR SOFTWARE, PERSONAL INJURY, DEATH, ANY LOSS DUE TO SUPPORTED PRODUCT FAILURE, OR ANY AND ALL INCIDENTAL, INDIRECT, SPECIAL OR CONSEQUENTIAL DAMAGES ARISING OUT OF OR IN CONNECTION WITH THE USE OR PERFORMANCE OF THE SUPPORTED PRODUCT, EVEN IF YOU HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. BY ENTERING INTO THIS AGREEMENT, YOU EXPRESSLY WAIVE ANY CLAIMS DESCRIBED IN THIS PARAGRAPH. YOU AGREE AND UNDERSTAND THAT WE WILL NOT BE RESPONSIBLE FOR ANY AMOUNT OF DAMAGES ABOVE THE AGGREGATE DOLLAR AMOUNT PAID BY YOU FOR THE PURCHASE OF THE SUPPORTED PRODUCT COVERED BY THIS AGREEMENT. SOME STATES AND JURISDICTIONS DO NOT ALLOW THE EXCLUSION OR LIMITATION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO SOME OR ALL OF THE ABOVE LIMITATION OR EXCLUSION MAY NOT APPLY TO YOU.





Dell Services Terms & Conditions

This Service Description is entered between you, the customer (“you” or “Customer”), and the Dell entity identified on your invoice for the purchase of this Service. This Service is provided subject to and governed by Customer’s separate signed master services agreement with Dell that explicitly authorizes the sale of this Service. In the absence of such agreement, depending on Customer’s location, this Service is provided subject to and governed by either Dell’s Commercial Terms of Sale or the agreement referenced in the table below (as applicable, the “Agreement”). Please see the table below which lists the URL applicable to your Customer location where your Agreement can be located. The parties acknowledge having read and agree to be bound by such online terms.

Customer Location	Terms & Conditions Applicable to Your Purchase of Dell Services	
	Customers Purchasing Dell Services Directly From Dell	Customers Purchasing Dell Services Through an Authorized Dell Reseller
United States	www.dell.com/CTS	www.dell.com/CTS
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	Local www.dell.com country-specific website or www.dell.com/servicedescriptions/global .*	Local www.dell.com country-specific website or www.dell.com/servicedescriptions/global .*
Asia-Pacific-Japan	Local www.dell.com country-specific website or www.dell.com/servicedescriptions/global .*	Service Descriptions and other Dell service documents which you may receive from your seller shall not constitute an agreement between you and Dell but shall serve only to describe the content of Service you are purchasing from your seller, your obligations as a recipient of the Service and the boundaries and limitations of such Service. As a consequence hereof any reference to “Customer” in this Service Description and in any other Dell service document shall in this context be understood as a reference to you whereas any reference to Dell shall only be understood as a reference to Dell as a service provider providing the Service on behalf of your seller. You will not have a direct contractual relationship with Dell with regards to the Service described herein. For the avoidance of doubt any payment terms or other contractual terms which are by their nature solely relevant between a buyer and a seller directly shall not be applicable to you and will be as agreed between you and your seller.
Europe, Middle East, & Africa	Local www.dell.com country-specific website or www.dell.com/servicedescriptions/global .* In addition, customers located in France, Germany and the UK can select the applicable URL below: France: www.dell.fr/ConditionsGeneralesdeVente Germany: www.dell.de/Geschaeftsbedingungen UK: www.dell.co.uk/terms	Service Descriptions and other Dell service documents which you may receive from your seller shall not constitute an agreement between you and Dell but shall serve only to describe the content of Service you are purchasing from your seller, your obligations as a recipient of the Service and the boundaries and limitations of such Service. As a consequence hereof any reference to “Customer” in this Service Description and in any other Dell service document shall in this context be understood as a reference to you whereas any reference to Dell shall only be understood as a reference to Dell as a service provider providing the Service on behalf of your seller. You will not have a direct contractual relationship with Dell with regards to the Service described herein. For the avoidance of doubt any payment terms or other contractual terms which are by their nature solely relevant between a buyer and a seller directly shall not be applicable to you and will be as agreed between you and your seller.

* Customers may access their local www.dell.com website by simply accessing www.dell.com from a computer connected to the Internet within their locality or by choosing among the options at Dell’s “Choose a Region/Country” website available at <http://www.dell.com/content/public/choosecountry.aspx?c=us&l=en&s=gen>.





Customer further agrees that by renewing, modifying, extending or continuing to utilize the Service beyond the initial term, the Service will be subject to the then-current Service Description available for review at www.dell.com/servicesdescriptions/global.

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 or other legal entity, you represent that you have authority to bind such entity to this Service Description, in which case "you" or "Customer" shall refer to such entity. In addition to receiving this Service Description, Customers in certain countries may also be required to execute a signed Order Form.





General Terms

Term and Renewal. The service type, term and the Supported Product you have purchased is recorded on the Customer invoice or on the information page included with your copy of this Agreement; provided that the term of Service purchased may not exceed the length of Customer's underlying Dell limited hardware warranty, or service contract for the Supported Product. Prior to the expiration of your service contract and subject to the limitations set forth in this Agreement, you may extend your service period based on available options then in effect for your Supported Product.

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.

Transferability. Subject to the limitations set forth in this Agreement, Customer may transfer this Service to a third party who purchases Customer's entire Supported Product before the expiration of the then-current service term; provided that Customer is the original purchaser of the Supported Product and this Service, or Customer purchased the Supported Product and this Service from its original owner (or a previous transferee) and complied with all the transfer procedures available at www.support.dell.com. Additional terms, conditions and fees may apply to any such transfer. Please note that if Customer or Customer's transferee moves the Supported Product to a geographic location in which this Service is not available (or is not available at the same price), Customer or Customer's transferee may not have coverage or may incur an additional charge to maintain the same categories of support coverage at the new location. If Customer or Customer's transferee chooses not to pay such additional charge, the Service may be automatically changed to categories of support which are available at such price or a lesser price in such new location with no refund available.

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

Cancellation by You. For US Customers Only - This Agreement is dated as of the invoice date or other start date noted on your invoice. You may cancel this Agreement within thirty (30) days of your receipt of this Agreement by sending written notice to us at:

Dell Marketing L.P.
One Dell Way
Round Rock, Texas 78682
Attn: Service and Support Department

Except as provided in paragraph 5.i. for customers in certain states or jurisdictions, where applicable, if you cancel this Agreement within thirty (30) days of your receipt of it, we will send you a full refund less the cost of claims, if any, made under this Agreement. For example, if no claim has been made under this Agreement and you cancel this Agreement within 30 days of your receipt of it, this Agreement shall be void and we shall send you a full refund of the purchase price of this Agreement. You may not cancel this Agreement after thirty (30) days of your receipt of this Agreement, except as provided in paragraph 5.i. for customers in certain states or jurisdictions.

Cancellation by Dell. We may cancel this Agreement if you fail to pay us the Total Price for the Service in accordance with our invoice terms, make a misrepresentation to us or our agents, or otherwise breach your obligations under this Agreement. If we cancel this Agreement, we will send you written notice of cancellation at the address indicated in our records. The notice will include the reason for cancellation and the effective date of cancellation, which





will not be less than ten (10) days from the date we send notice of cancellation to you, except as provided in paragraph 5.i. for customers in certain states or jurisdictions.

Service must be cancelled separately for each Supported Product.

Entire Agreement. This Agreement 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 Agreement.

Additional Remedies. This Agreement affords you specific legal rights. You may have additional legal rights that vary from jurisdiction to jurisdiction, including those listed below. This Agreement is not a warranty. The Supported Product you purchase from us may also come with a limited hardware warranty from Dell or third party manufacturers of Supported Products we distribute. Please consult the applicable limited warranty statements for your rights and remedies under those limited warranties. (For the Dell Limited Hardware Warranty please see www.Dell.com/Warranty).

Dispute Resolution. Customer and Dell will attempt to resolve any claim, dispute, or controversy (whether in contract, tort, or otherwise) arising out of or relating to this Agreement, Dell's advertising, or any related purchase (a "Dispute") through face-to-face negotiation with persons fully authorized to resolve the Dispute or through mediation utilizing a mutually agreeable mediator, rather than through litigation. The existence or results of any negotiation or mediation will be treated as confidential. Notwithstanding the foregoing, either party will have the right to obtain from a court of competent jurisdiction a temporary restraining order, preliminary injunction, or other equitable relief to preserve the status quo, prevent irreparable harm, avoid the expiration of any applicable limitations period, or preserve a superior position with respect to other creditors, although the merits of the underlying Dispute will be resolved in accordance with this paragraph. In the event the parties are unable to resolve the Dispute within 30 days of notice of the Dispute to the other party, the parties shall be free to pursue all remedies available at law or equity.

Force Majeure. Neither party shall be liable to the other party for any failure to perform any of its obligations (except payment obligations) under this Agreement during any period in which such performance is delayed by circumstances beyond its reasonable control including, but not limited to, acts of God, fire, flood, war, embargo, strike, riot, or the intervention of any governmental authority (a "Force Majeure"). In such event, however, the delayed party must promptly provide the other party with written notice of the Force Majeure. The delayed party's time for performance will be excused for the duration of the Force Majeure, but if the Force Majeure event lasts longer than thirty (30) days, the other party may immediately terminate this Agreement by giving written notice to the delayed party.

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.

- **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.

- **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 Hardware Warranty (see www.Dell.com/Warranty), including any warranty extensions, the provisions of which Limited Hardware Warranty are incorporated by reference herein. Dell's Limited Hardware 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 Hardware Warranty, provided, however, the duration of this Agreement shall not extend beyond the duration of the Limited Hardware Warranty (including any warranty extensions). In the event of a conflict between the provisions of this Agreement and the Limited Hardware Warranty, the provisions of this Agreement shall control.
- **Montana Customers.** Obligations of the provider under this service contract are backed by the full faith and credit of the provider.
- **Oregon Customers.** The obligations of Dell Marketing L.P. under this Agreement are backed by the full faith and credit of Dell Inc. The contact information for both Dell Marketing L.P. and Dell Inc. is One Dell Way, Round Rock, TX 78682, Attn: Service and Support Department, (800) 624-9897.
- **Utah Customers.** Obligations of Dell under this service contract are guaranteed under a service contract reimbursement insurance policy. Should Dell fail to pay or provide service on any claim within 60 days after proof of loss has been filed, Customer is entitled to make a claim directly against the Insurance Company. Coverage afforded under this Agreement is not guaranteed by the Property and Casualty Guaranty Association. This service contract is subject to limited regulation by the Utah Insurance Department. To file a complaint, contact the Utah Insurance Department. Section 5.E. is amended as follows: Dell can cancel the Agreement during the first sixty (60) days of the initial annual term by mailing to Customer a notice of cancellation at least thirty (30) days prior to the effective date of cancellation except that Dell can also cancel the Agreement during such time period for nonpayment of premium by mailing Customer a notice of cancellation at least ten (10) days prior to the effective date of cancellation. After sixty (60) days have elapsed, Dell may cancel the Agreement by mailing a cancellation notice to Customer at least ten (10) days prior to the cancellation date for cancellations due to nonpayment of premium, and thirty (30) days prior to cancellation date for any of the following reasons: (a) material misrepresentation, (b) substantial change in the risk assumed, unless Dell should reasonably have foreseen the change or contemplated the risk when entering into the Agreement, (c) substantial breaches of contractual duties, conditions, or warranties. The notice of cancellation must be in writing to Customer at Customer's last known address and contain all of the following: (1) the order number for Customer's purchase of this Agreement, (2) the date of notice, (3) the effective date of the cancellation and, (4) a detailed explanation of the reason for cancellation.





- **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.

For more information about any of our service offerings, please contact your Dell representative or visit dell.com/services

Availability varies by country. To learn more, customers and Dell Channel Partners should contact your sales representative for more information.

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