

Service Description: Dell Consumer Hardware Service Agreement

THE SERVICES DESCRIBED IN THIS AGREEMENT ARE FOR PRODUCT ISSUES COVERED BY YOUR DELL LIMITED HARDWARE WARRANTY (see www.dell.com/warranty). 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 “U.S. CONSUMER TERMS OF SALE–DIRECT” FOR CONSUMER CUSTOMERS PURCHASING DIRECTLY FROM DELL OR “DELL’S RETAIL PURCHASER END-USER AGREEMENT” FOR CONSUMER CUSTOMERS PURCHASING THROUGH A THIRD PARTY RETAILER (See <http://www.dell.com/terms>). THIS AGREEMENT IS BETWEEN YOU AND DELL MARKETING L.P. OR THE DELL ENTITY AS SPECIFIED IN THE AFOREMENTIONED SIGNED AGREEMENT OR THE APPLICABLE STANDARD DELL TERMS AND CONDITIONS (“DELL” OR “OUR”). ALL CAPITALIZED TERMS AND CONDITIONS NOT DEFINED HEREIN SHALL HAVE THE MEANING SPECIFIED IN THE AFOREMENTIONED SIGNED AGREEMENT OR THE APPLICABLE STANDARD DELL TERMS AND CONDITIONS. **THIS AGREEMENT REQUIRES THE USE OF ARBITRATION ON AN INDIVIDUAL BASIS TO RESOLVE DISPUTES, RATHER THAN JURY TRIALS OR CLASS ACTIONS.**

Products Covered (“Product”): References to “Product(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 Product covered by this Agreement is described in your Product’s invoice or on the information page included with your copy of this Agreement. Excluded from this Agreement are server systems, data storage units, software, optical drives and any additional items (not identified above) sold through Dell’s Electronics, Software & Accessories Division (formerly the 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 Product covered under this Agreement is described in your Product’s invoice.

Scope of Services: The services described in this Agreement are for product issues covered by your Dell Limited Hardware Warranty (see www.dell.com/warranty) Note that issues attributable to software are among the issues that are not covered by your Limited Hardware Warranty. The service type, term, and the covered Product you have purchased is recorded on the Customer invoice or on the information page included with your copy of this Agreement. THIS SERVICE AGREEMENT APPLIES IF CUSTOMER HAS PARTS ONLY, ADVANCED EXCHANGE SERVICE OR MAIL-IN SERVICE (STANDARD RETURN-FORREPAIR SERVICE). 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 Parts Only service, the continental United States, Alaska, and Hawaii for Advanced Exchange and Mail-In services. Service Agreements on plasma not available outside the continental United States.

Diagnosis or Troubleshooting Required: Diagnosis or troubleshooting under your Dell Limited Hardware Warranty (see www.dell.com/warranty) is required prior to receiving service under this Agreement, and diagnostic and troubleshooting steps like those outlined in the “How to Use Your Service” section of this Agreement are an essential aspect of reaching the right resolution for your issue. Those steps may require more than one call or an extended session, and you may be asked to access the inside of your Product where safe to do so. If your Product’s issue is covered by Dell’s Limited Hardware Warranty and that issue is not resolved remotely, then, following completion of diagnosis or troubleshooting, service will be performed as further described under this Agreement.

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

- Parts Only Service
- Advanced Exchange Service
- Mail-In Service (Standard Return-For-Repair Service)

IF YOU HAVE PARTS ONLY SERVICE, THEN THE FOLLOWING SECTION APPLIES TO YOUR PRODUCT:

Parts Only Service. Dell will provide on an exchange basis replacement parts for Dell Products covered under this Agreement when a part in a covered Product requires replacement under the terms of your Dell Limited Hardware Warranty. If Customer's invoice indicates that Parts Only service covers: a) third party hardware included in 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 Product 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. If, after remote diagnosis and troubleshooting, Dell determines that a dispatch is necessary, then Dell will send parts to Customer, usually in 1 or 2 business days following remote diagnosis. Dell will use next-business-day delivery when shipping individual parts to Customer 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. Customer must use the prepaid shipping container to return the defective part to Dell. As specified in Section 10, Customer is obligated to pay at the then-current standard Dell price for any service parts removed from Customer's Product and not properly returned to Dell by Customer. Failure to timely pay for service parts not properly returned to Dell by Customer may result in suspension of Customer's service under this Agreement in accordance with Section 10. Dell uses new and reconditioned 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 ADVANCED EXCHANGE SERVICE, THEN THE FOLLOWING SECTION APPLIES TO YOUR PRODUCT:

Advanced Exchange Service. If, after remote diagnosis and troubleshooting, Dell determines that Customer's Product has experienced a qualified failure that is covered under your Dell Limited Hardware Warranty, then Dell will send a replacement Product to Customer's location in accordance with the procedures set forth in Section 9 of this Agreement. If Customer calls prior to 5:00 p.m. Customer local time, in most cases the replacement Product will be shipped the next business day using next-business-day delivery. Upon receipt of the replacement Product, Customer must return the defective Product to Dell by taking the defective Product to the designated carrier location within the next 3 days. Customer must package the defective Product in the material provided with the replacement Product, and ship the defective Product to Dell's repair facility. This procedure applies to modular Products only (i.e. Electronics, Software & Accessories items such as LCD TVs, projectors or printers); do not attempt to ship back your computer system or monitor using this procedure. When returning a Product for replacement (including but not limited to a mobility Product such as a laptop, tablet, phone, or handset), 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. When returning your Product for replacement, do not send external parts (such as cords, cables, controls, or lens caps). This Agreement does not apply to Products 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 Product to the carrier. Dell will pay standard shipping charges, for shipping your Product in for replacement and for shipping a replacement Product to Customer. Dell reserves the right to send Customer a whole identical or comparable replacement for the Product. If Customer's Advanced Exchange Service covers a projector, Customer is obligated to return the projector bulb with the defective Product. Customer will be obligated to pay, at the current retail price(s) and in accordance with the terms of Section 9, 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 as detailed in Section 9. In addition to the consequences set forth in Section 9, failure to pay for the defective unit within the specified time period will cause the cancellation of this Agreement and may result in other legal steps.

IF YOU HAVE MAIL-IN SERVICE (STANDARD RETURN-FOR-REPAIR SERVICE), THEN THE FOLLOWING SECTION APPLIES TO YOUR PRODUCT:

Mail-In Service (Standard Return-For-Repair Service). If, after remote diagnosis and troubleshooting, Dell determines that Customer's Product requires Mail-In Service (Standard Return-For-Repair Service), then packaging, shipping instructions, and a pre-paid shipping waybill will ordinarily be dispatched to Customer's site, usually in 1 or 2 business days following remote diagnosis. Dell will use next-business-day delivery when shipping the packaging, shipping instructions, and a pre-paid shipping waybill to Customer. Upon receipt of the shipping

supplies, Customer must package the Product in the material required and call the carrier designated on Customer's shipping instructions to arrange a pickup time. When returning a Product for replacement (including but not limited to a mobility Product such as a laptop, tablet, phone, or handset), 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. The carrier will then pick up the Product and return it to Dell with shipping charges prepaid. Customer's Product will be repaired or replaced, and delivered to the carrier for return shipping to Customer using second business day delivery. Standard shipping charges, for shipping the Product in for repair and for shipping it back to Customer, will be paid by Dell. If non-Dell options added to Customer's Product 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 Product or a replacement for portions of the Product rather than repairing and returning the Product that Customer sent for repair. As specified in Section 10, Customer is obligated to pay at the then-current standard Dell price for any service parts removed from Customer's Product and not properly returned to Dell by Customer. Failure to timely pay for service parts not properly returned to Dell by Customer may result in suspension of Customer's service under this Agreement in accordance with Section 10 of this Agreement. Dell uses new and reconditioned parts made by various manufacturers when supplying parts to Customer.

Limits of Support Services. THIS AGREEMENT IS OF LIMITED DURATION AND COVERAGE. This Agreement extends only to uses for which the Product was designed. The services Dell agrees to provide under this Agreement are repair services that are necessary to address issues covered by your Dell Limited Hardware Warranty for the Product or Product component that is 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 Product or Product component in the following instances:

- a. damage resulting from accident, misuse, or abuse of the Product 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 Product 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 Products 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 Product 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:

FORM#: 06.2011DCHS

12.8.11

Page 3

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 Product.
2. **Software/Data Backup.** It is solely Customer's responsibility to complete a backup of all existing data, software, and programs on affected Products before receiving services (including telephone support) or shipping Product(s) back to Dell. 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. **DELL WILL HAVE NO LIABILITY FOR LOSS OF OR RECOVERY OF DATA, PROGRAMS, OR LOSS OF USE OF PRODUCT(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. Product invoice and serial numbers;
 - b. service tag number;
 - c. Product type and model numbers;
 - d. mobile device, phone, or SIM card number;
 - e. current version of the operating system on the affected Product;
 - f. brand names and models of any peripheral devices (such as a modem) attached to the Product;
 - g. the error message received and when it occurs;
 - h. what tasks or functions were being processed or implemented when error occurred; and
 - i. what steps, if any, were taken to solve the problem.
4. **Call For Assistance.** Diagnosis or troubleshooting under your Dell Limited Hardware Warranty (see www.dell.com/warranty) is required prior to receiving service under this Agreement. 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:
 - Limited Hardware Warranty Support: 800-624-9896
 - Customer Service: 800-624-9897
5. **Cooperate with the Technician.** Experience shows that most Product 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 Procedures.** If the technician is unable to resolve the problem over the phone and determines that mail-in service is necessary, the following Standard procedures apply. Dell regrets that it cannot accept Products that are not returned in accordance with these shipping instructions:
 - a. **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 Product that does not clearly and conspicuously display the authorization number on the packaging.

- b. **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.
 - c. **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 on how to contact the carrier during their regular business hours. Jointly Customer and the carrier will arrange for shipping. The Product must be shipped in the Dell provided packaging to the address given to Customer by the technician.
 - d. **Package the Product.** Dell will provide packaging through the freight carrier. Customer is responsible for ensuring that the Product is properly packaged and Customer will bear the full risk of loss or damage for any Product that is returned improperly packaged.
 - e. **Other Shipping Precautions.** Do not send manuals or any non-Dell supplied options with the Product. Prior to shipping, Customer must remove the options and components from the Product as instructed by the technician. When returning a Product for replacement (including but not limited to a mobility Product such as a laptop, tablet, phone, or handset), 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. 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.
- 7. Parts Only Procedure.** If Customer elects not to receive Mail-In services or has Parts Only Service, Customer may receive replacement parts in accordance with this Section. Dell will replace any defective part with new or refurbished parts, if Dell agrees that it needs to be replaced. Customers must return the defective part to Dell. Dell will pay to ship the part to the Customer if Customer uses an address in the United States, (excluding Puerto Rico and U.S. possessions and territories). Otherwise, Dell will ship the part freight collect. Dell will also include a prepaid shipping container with each replacement part for Customer's use in returning the replaced part to Dell. Customer must use the prepaid shipping container to return the defective part to Dell.
- 8. 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 Product. 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.
- 9. Advanced Exchange Terms for All Service Levels.** Dell may offer to provide a replacement part or product ("**Replacement Item**") to a Customer on an Advanced Exchange basis, regardless of the original level of service purchased by the Customer. Before providing an Advanced Exchange, Dell may require a valid credit card number and credit authorization or payment for the Replacement Item from you prior to sending you such Replacement Item. We will not charge your credit card for the Replacement Item, or we will refund your payment for such Replacement Item as long as: 1) you return the original part or product to us within 10 days of your receipt of the Replacement Item and 2) we confirm that your product issue is covered under the Dell Limited Hardware Warranty. If we do not receive your original part or product within 10 days, we will charge your credit card for the then-current standard price for the Replacement Item, or, if payment was required in advance of shipment, will not refund your payment. If upon receipt of your original part or product, we determine that your product issue is not covered under the Dell Limited Hardware Warranty, then you will be given the opportunity to return the Replacement Item, at your sole expense, within ten (10) days from the date we contact you regarding the lack of coverage for your issue, and if you do not return the Replacement Item, then we will charge your credit card for the then-current standard price for the Replacement Item, or, if payment was required in advance of shipment, then we will not refund your payment. If you require a Replacement Item but do not wish to provide credit authorization or payment pursuant to this Paragraph, you will not receive an Advanced Exchange, but you can receive a Replacement Item by first returning the original part or product to Dell.
- 10. Parts and Product Ownership.** All service parts removed from Customer's Product and any

original products for which Customer received a replacement product become the property of Dell. Customer is obligated to pay at the then-current standard Dell price for any service parts removed from Customer's Product and any original products for which Customer received a replacement product that are not properly returned to Dell by Customer. **IF YOU FAIL TO PAY DELL FOR ANY PART OR PRODUCT, THEN DELL MAY CANCEL THIS AGREEMENT, SUSPEND YOUR WARRANTY AND/OR SERVICE SUPPORT ON ANY DELL PRODUCT YOU MAY OWN UNTIL THE APPLICABLE AMOUNT IS PAID, AND/OR TAKE OTHER LEGAL STEPS.** A suspension of warranty or service for failure to properly return a part or product will not toll the term of your warranty or service, and such warranty or service will still expire in accordance with its original term.

11. **Parts.** Dell uses new, used, and reconditioned parts made by various manufacturers, and the parts provided to Customer may be new, used or reconditioned.

Important Additional Information

Notices. Any written notices provided by you to Dell must be sent to the following address: Dell Marketing L.P., One Dell Way, Round Rock, TX 78682, Attn: Service and Support Department.

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 Product prior to the effective date of the upgrade.

Cancellation. YOU MAY CANCEL THIS AGREEMENT BY PROVIDING TO DELL AT LEAST THIRTY (30) DAYS WRITTEN NOTICE OF THE DECISION TO CANCEL. DELL WILL ISSUE A REFUND TO YOU FOR ANY UNUSED PORTION OF THE SERVICE TERM FOR WHICH YOU HAVE PAID. IF MORE THAN THIRTY (30) DAYS HAVE TRANSPIRED FOR THE CURRENT CONTRACT YEAR, THEN A REFUND WILL NOT BE PAID FOR THAT CURRENT CONTRACT YEAR. THE BASE LIMITED HARDWARE WARRANTY 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 PRODUCT.

DELL MAY IMMEDIATELY CANCEL THIS AGREEMENT AND YOU WILL NOT BE ENTITLED TO A REFUND IF YOU FAIL TO MAKE ANY PAYMENT WHEN DUE, IF YOU FAIL TO PROPERLY RESTRAIN A PET, IF YOU THREATEN OUR TECHNICIAN EITHER VERBALLY OR PHYSICALLY, IF YOUR LOCATION OR THE GENERAL AREA WHERE THE PRINTER IS LOCATED IS INFESTED WITH INSECTS, RODENTS, PESTS, BIOHAZARDS, HUMAN OR ANIMAL EXCREMENT AND/OR CHEMICALS AS REASONABLY DETERMINED TO BE UNSAFE BY OUR TECHNICIAN.

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.

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 Product before the expiration of the then-current service term, provided Customer is the original purchaser of the Product and this Agreement, or Customer purchased the Product 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://support.dell.com/support/topics/global.aspx/support/change_order/tag_transfer

- Using the Fax: Fax a completed a 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 Product 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. THIS AGREEMENT REQUIRES THE USE OF ARBITRATION ON AN INDIVIDUAL BASIS TO RESOLVE ANY AND ALL DISPUTES OR CONTROVERSIES BETWEEN CUSTOMER AND DELL, RATHER THAN JURY TRIALS OR CLASS ACTIONS, ACCORDING TO THE TERMS IN DELL'S U.S. TERMS OF SALE (see www.dell.com/terms).

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 PRODUCT 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 PRODUCT, 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. 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 30 days of receipt of this Agreement, you will receive a full refund if no claims have been made against the contract. If any claim has been made against the contract, then you will receive a pro-rata refund based on the retail value of any service performed. 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.
- 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 or suspend 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 or suspension, which will not be less than fifteen (15) days after the date we send you the notice of cancellation or suspension, you will have the right to contact us to cancel the contract in lieu of suspension. In addition, in the case of cancellation, 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 Inc. A subsidiary or affiliate of Dell Inc. that meets the requirements to issue, sell or offer for sale service contracts in Nevada (including any certificate of registration that may be required) may assume the rights and obligations under this Agreement. In the event of such assumption, the subsidiary or affiliate will become obligated to the contract holder pursuant to the terms of this service contract. Dell may also assign its administrative obligations to a third party that meets the requirements to fulfill such administrative obligations in Nevada (including any certificate of registration that may be required).

- 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 <http://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.
- 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.
- 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. The arbitration provisions in this Agreement do not apply to the extent those provisions are expressly prohibited by Oregon law. Those laws may give you certain rights, such as a right to exhaust internal appeals prior to arbitration and a right to arbitrate in Oregon (unless you and Dell agree otherwise) with Oregon law as the governing law.
- Oklahoma Customers. Dell Inc. shall be considered the obligor on the service obligations hereunder.
- 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. "The arbitration provisions in this Agreement do not apply to the extent those provisions are expressly prohibited by Washington law. Those laws, including Wash. Rev. Code 48.110.070(14) and the state Uniform Arbitration Act (Wash. Rev. Code 7.04A *et seq.*), may give you certain rights, such as a right to arbitrate in Washington at a location in closest proximity to your permanent residence (unless you and Dell agree otherwise)."
- 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. The arbitration provisions in this Agreement shall apply to the extent those provisions are not expressly prohibited by Wyoming law. To the extent required by Article 19, Section 8 of the Constitution of the State of Wyoming, 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 that both parties want the arbitration to be binding. The final determination in any proceeding instituted pursuant to the arbitration provisions set forth in this Agreement may be submitted to a court of competent jurisdiction in accordance with Sections 1-36-101 to -119 of the Wyoming Statutes.

Terms and Conditions: Dell is pleased to provide these services to Consumers in accordance with this Service Description and the applicable "U.S. Consumer Terms of Sale-Direct" or "Retail Purchaser End-User Agreement" at <http://www.dell.com/terms/>.

