Service Description

Dell System Track Services

1. Service Overview

Dell System Track Services (the “Service(s)”) are available on select products (“Supported Products”) for the term indicated on Customer’s invoice.

This Service Description (“Service Description”) is entered among you the customer (“you” or “Customer”) and the Dell entity identified on your invoice for the purchase of this Service. This Service is provided in connection with Customer’s separate signed master services agreement with Dell that explicitly authorizes the sale of this Service (as defined below) or, in the absence of such agreement, Dell’s terms of sale applicable to commercial customers, which is available at www.Dell.com/Terms or your local Dell.com website and incorporated by reference in its entirety herein.

By placing your order for the Services, utilizing the Services or associated software, or by clicking/checking the “I Agree” button or box on the Dell.com website in connection with your purchase or within a Dell software 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, which case “you” or “Customer” shall refer to such entity.

2. Scope of Services

System Track Services Summary:

- Data & Device Security Service provides data and device protection.
- Standard Theft Recovery Service provides standard theft recovery services including the ability to disable the machine at the hardware level through Intel’s Anti Theft technology.
- Geotechnology Service provides access to a web-based portal enabling customer to track their Supported Products’ geographic location.
- Advanced IT Assets Management provides access to a web-based portal for customer to generate asset reports and manage their asset policies.

Available on following Supported Products:

- System Track (“Point-of-Sale” or “POS”) Service is factory installed and available on select Dell Latitude™ notebooks, Dell Precision™ notebooks and OptiPlex desktop computers. Supported Products are added regularly so please contact your Dell sales representative for the most up-to-date list of which Services are available on your Dell products.
- System Track (“After-Point-of-Sales” or “APOS”) Service is available on select Dell and non-Dell computer systems. Customers can view the validated available product list at: www.absolute.com/bios
- System Track Anti Theft Service utilizes Intel’s Anti Theft technology is available on select Dell and non-Dell computer systems. Customers can view the validated available product list at: http://antitheft.intel.com/find-a-laptop.aspx

The Supported Product covered under this Service Description is identified on Customer’s Dell invoice. Each Supported Product is tagged with an identification number (the “Service Tag”). A separate service agreement must be purchased by the Customer for each Supported Product. When the Services are purchased independently and separately from the product hardware purchasing APOS customer will be given license numbers (the “License(s)”). Please refer to the Service Tag on your Supported Product or the License(s) when contacting Dell for this Service. Detailed service steps and additional requirements for your use of the System Track Services are set forth on the Dell Online Portal at www.Dell.com/SystemTrack. This Service is provided by Dell through a third party service provider.

The features of your service includes

1. Customers with Data & Device Security Service:

Customer’s Supported Products will be pre-configured with a persistence software module embedded in the BIOS (or the firmware) and a software agent (“Software Agent” or “Agent”) installed in the operating system. The Software Agent is installed by Dell factory when Customer purchases this service together with new systems, or is installed by Customer when they purchase this service independently and separately from product hardware purchasing as After-Point-of-Sales. The persistence module allows the Agent to survive operating system reinstallations, hard drive reformat, and even hard drive replacements by automatically re-installing itself after such activities. The
Software Agent makes regularly scheduled communication (or the “Call(s)”) over the internet to a Dell facility that supports System Track services (the “Monitoring Center”) and provides asset and location data on each Call.

The System Track software agent can be installed on non-Dell branded products. However, the software agent persistence capability is only available on select products. Not all products support the persistence capability. Customers who purchase System Track separate from their Dell hardware purchase should review the product list at www.absolute.com/bios to validate whether their products support persistence capability.

In order to ensure full functionality, automatic periodic software or version updates to the Agent will be downloaded and installed on Customer’s Supported Product when the Agent communicates with the Monitoring Center. The service term begins on the date the System Track Data and Device Security Service is purchased for the term indicated on the invoice.

Communication between the Software Agent and the Monitoring Center uses reliable technology that is “Agent” initiated, TCP-based, and always encrypted. Customers are able to access the details of their Supported Products, online, 24x7 through a secure, password-protected website portal (the “Customer Center Portal” or “Customer Center”) located at www.Dell.com/SystemTrack.

Customers can set-up data & device protection commands through the Customer Center Portal, so that sensitive data on a stolen or missing computer may be retrieved and/or deleted the next time the computer Calls the Monitoring Center. These commands include:

A. **Retrieve critical files.** Customer can initiate the commands through the Customer Center Portal to start file retrieval when next time the computer calls in to the Monitoring Center. Customer may define the files by the specific directory that they want to retrieve.

   Once the file is successfully retrieved, it will be stored in a secure location within the customer account and accessible only by authorized users. In the event customer requests file retrieve and data delete in parallel, the delete action will NOT be performed until the file retrieval is successfully completed. Please note that the larger size of file for retrieval equates to more time required for completing the request. File retrieving is silent and runs in the background of the Support Products. Customer may stop the request of retrieving critical files at anytime and request Dell to perform data deletion when they believe appropriate.

B. **Remotely delete sensitive data.** Customer can initiate the commands through the Customer Center Portal to delete certain data files when the computer next Calls in to the Monitoring Center. Customer may define the files by the specific directory that they want to delete. Once deleted, data cannot be recovered from the computer by any means. When the command is successfully executed, a log file is generated within the Customer Center account, confirming the data was deleted. There are three different types of data delete commands:

   i. Specific Files/Directories
   ii. All files except Operating System
   iii. All files including Operating System

   Performing data delete commands may decrease the chance of recovering a stolen computer because the remote activity may alert the thief and encourage the disposal of the computer. If a data delete command is successfully executed to remove all files including the Operating System the computer will become inoperable and unrecoverable unless the operating system is reinstalled and the computer connects to the internet.

C. **Lock-down the system.** Customer can initiate the command through the Customer Center Portal to remotely lock down the Supported Product at the Operating System level following the next time the computer Calls the Monitoring Center. Once the system lock is successfully performed, a persistent message will be displayed on the computer screen. The message may encourage the end user to contact their IT Administrator or return the computer. The message will remain active on the device for the remainder of the service term. If the Theft Recovery Service is initiated, Customer acknowledges that the System Lock-down commands can only be initiated by the Theft Recovery Officers (identified by Customer) at their discretion on behalf of Customer, as part of the recovery service.

   In addition, lock-down is done at the hardware level through Intel’s Anti Theft technology. Customer can initiate the process to remotely lock or unlock a machine which notifies CPU to lock down the machine once connected to the Internet.

   Please note that performance of system lock-down activity may decrease the chance to recover the stolen computer since it may alert the thief and encourage the disposal of your computer.

All features and functionalities within the Data & Device Security category must be executed by pre-authorized staff members. Authorization forms are available within the Documents section of the Customer Center and must be signed and submitted before this functionality will be activated within the Customer’s account.

2. Customers with Standard Theft Recovery Service:

   Customer’s Supported Products will be pre-configured with a persistence software module embedded in the BIOS (or the firmware) and with a Software Agent (or “Agent”) installed in the operating system. The Software Agent is installed by Dell factory when Customer purchases this service together with new systems, or is installed by Customer when they purchase this service independently and separately.
from product hardware purchasing as After-Point-of-Sales. The persistence module allows the Agent to survive operating system reinstallations, hard drive reformat, and even hard drive replacements. The Software Agent makes regularly scheduled “calls” over the internet to the Monitoring Center and provides asset and location data on each call.

The System Track software agent can be installed on non-Dell branded products. However, the software agent persistence capability is only available on select products. Not all products support the persistence capability. Customers who purchase System Track separate from their Dell hardware purchase should review the product list at www.absolute.com/bios to validate whether their products support persistence capability.

The System Track software agent utilizing Intel’s Anti Theft technology can be installed on non-Dell products. Customers need to validate with manufactures to confirm HW/SW compatibility with Intel’s Anti Theft technology and can review the product list at Intel’s 


In order to ensure its full functionality, there may be periodic updates to the Agent when it communicates with the Monitoring Center. The service term begins on the date the System Track Recovery Service is purchased for the term indicated on the invoice.

The Software Agent retains an Electronic Serial Number that uniquely identifies the computer. When a computer installed with the Software Agent connects to the internet or uses a direct dial-up modem connection, the Agent contacts the Monitoring Center to report the computer’s location (either its internet protocol – IP address or the phone number from which it is dialing). Communication between the Software Agent and the Monitoring Center uses reliable technology that is client-initiated, TCP-based, and always encrypted. This message is brief, silent and requires no prompting by, or interaction with the Customer. Customers are able to access the details of the computers in their account, online, 24x7 through a secure, password-protected Customer Center Portal located at www.Dell.com/SystemTrack.

Customers must contact Dell System Track support or their hardware warranty technical support in accordance with Customer’s applicable service agreement when a computer is stolen. Contact information for Dell System Track support is available at www.Dell.com/SystemTrack. The recovery service begins when a Customer files a report online in their Customer Center account at www.Dell.com/SystemTrack. Customer must include details of the theft report filed with the Customer’s local law enforcement/local police.

If for some reason Customer is unable to file the report online, they may call Dell System Track support to fax or relay the information over the phone.

Once a computer is reported and flagged as stolen on the Customer Center, the Software Agent calls to the Monitoring Center with increasing frequency – every 15 minutes (compared to daily calls before the Supported Product was reported stolen). This will assist the Theft Recovery team in their efforts.

Upon the first post-theft Agent call, Dell System Track Theft Recovery Team will begin work to attempt recovery of the stolen computer. The team will forensically mine the computer using a variety of procedures and techniques. The System Track Theft Recovery Team will provide any useful information to local law enforcement officials to assist them in the recovery of the computer.

Dell does not guarantee that it will be able to recover every Supported Product. The Customer will be informed of the status of their computer’s recovery through email or their Customer Center Portal.

3. Customers with Geotechnology Service:

Dell provides access to entitled Customers to use geographic location tracking functions (the “Geotechnology”) within their account at Customer Center Portal. Geotechnology allows Customers to track and monitor the physical location of their Supported Products.

Computers must be equipped with a compatible GPS module and/or a properly functioning Wireless card. The geographical location information of these Supported Products will be captured and reported into the Monitoring Center and visible within the Customer Center account. Location information will be archived so Customers may view current and historical information.

Customer acknowledges the location displayed within the Customer Center is an estimated geographic location based on data that is reliant upon available location technology on the entitled system, wireless ISP partner’s coverage, GPS signals coverage and strengths, etc. A Geolocation Tracking Feature Authorization Form must be signed and submitted before this functionality will be activated within the Customer’s account. The authorization form is available within the Documents section of the Customer Center.

4. Customers with Advanced IT Assets Management:

Customers can manage Supported Products within their Customer Center account at www.Dell.com/SystemTrack. Advanced IT Asset Management Service allows Customers to monitor changes in asset information including user identification, physical location and the installation of hardware/software.

Based on the information communicated by the Software Agent to the Monitoring Center, a Customer can generate reports including Hardware Asset Reports, Software Asset Reports, Security Asset Report, Lease Management Reports, Account Management Reports, Call History Loss/Control Reports and Computer Location Reports, etc. to better manage their Supported Products. They can also create alerts. If certain conditions occur – for example if prohibited hardware is installed on a machine – Customer will be alerted so they can investigate the situation and determine if further action is required.
Excluded Services

- Insurance for stolen computer
- Guarantee that all Supported Products will be recovered
- Guarantee that all Data and Device Security commands will be implemented
- Recovery of remotely deleted data
- If this Service is being used by Customer on an evaluation or trial basis then the following terms apply:
  - It is provided “AS-IS” without any representations and/or warranties whatsoever (whether express or implied);
  - No refunds allowed;
  - Theft recovery services are not provided.

Service Specific Customer Responsibilities

- Customer acknowledges that it is their full responsibility to keep their log-in and user password information secure and confidential. It is the Customer’s responsibility to manage access authorization and transfer within their organization. Dell holds no responsibility for any misuse of the portal caused by unauthorized access sharing.
- Customer acknowledges that the software and the Services are designed to track and manage the assets information and configuration of a computer, and thereby, may, by extension, explore and monitor the use and location of the individual using the computer. It is Customer’s responsibility to use the Service only in accordance with applicable data protection and privacy laws and to obtain all permissions and consents necessary, including but not limited to any notification requirements to affected employees.
- Customer must make sure the System Track software agent provided with the purchase of System Track Service is properly installed.
- Customer must activate the Service Online at http://TrackingAndRecovery.Dell.com and connect to the internet from time to time.
- Customer is required to maintain the security of log in credentials used to access their Customer Center account.
- Additional requirements for your use of the System Track service are set forth on the Dell Online Portal at http://TrackingAndRecovery.Dell.com. Customer must review and comply with such requirements to use System Track Services.
- All features and functionality within the Data & Device Security category must be executed by pre-authorized staff members. Authorization forms are available within the Documents section of the Customer Center and must be signed and submitted before this functionality will be activated within the Customer’s account.
- Customer must report their Supported Products stolen to local law enforcement within the jurisdiction of the theft.
- Customer must complete and submit a theft report in their Customer Center account within 7 days of discovery of the theft and in no case more than 90 days after the actual date of the theft. The report must include the file number from the official police report.

3. Methods of Contacting Dell for Services

Methods of Contacting Dell for Service for Telephone Service

Should you need to speak with a representative about the service, you can connect with a representative from our Unified Services Help Desk through the following phone numbers:

- Argentina: 0800-666-0790
- Australia: 1800 735 620
- Austria: 82024053053
- Belgium: +31 20 674 5254
- Brazil: 0800-891-2263
- Brunei: 8011055
- Canada: 1-866-637-9165
- Chile: 1230-020-0301
- China: 4008812104
- Colombia: 01-800-915-6636
- Czech Republic: 420225372848
- Denmark: 45 3287 5039
- El Salvador: 0046 859005650
- Finland: 0207 53 3591
- France: 0825-387-673
- Germany: 496997923351
- Greece: 30 210 8128930
- Hong Kong: 34166959
- India: 1800 425 2072
- Ireland: 1850964095
Important Additional Information About Your Service

1. Supported Products

This Service is available on select Dell & non-Dell computer systems. Supported Products are added regularly so please contact your Dell sales representative for the most up-to-date list of which Services are available on your Dell products.

Each Supported Product is tagged with a serial number (the "Service Tag"). A separate service agreement must be purchased by the Customer for each Supported Product. For example, a printer purchased with a laptop system is not covered by the laptop system's service contract; the printer and the laptop will each need their own service contract. Please refer to the Service Tag on your Supported Product when contacting Dell for this Service.

When the Services are purchased independently and separately from the product hardware purchasing, APOS customer will be given License numbers.

2. Term of Service

This Agreement commences on the date you place your order and continues through the Term of Service. The “Term of Service” begins on the purchase date and extends for the term indicated on the Order Form. The number of systems, licenses, installations, deployments, managed end points or end-users for which Customer has purchased any one or more Services (defined below), the rate or price, and the applicable Term of Service for each is indicated on Customer’s order form or other mutually-agreed upon form of invoice, order acknowledgment or purchase order (collectively, “Order Form”). Purchases of Services under this Agreement shall be solely for Customer’s own internal use and not for resale or service bureau purposes.

3. Customer Responsibilities

A. Authority to Grant Access. Customer represents and warrants that it has obtained permission for both Customer and Dell to access and use the Supported Product, the data on it, and all hardware and software components included in it, 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.

B. Cooperate with Phone Analyst and On-site Technician. Customer agrees to cooperate with and follow the instructions given by Dell phone analyst and its on-site technicians. 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 analyst or technician.

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

D. Maintain Software and Serviced Releases. Customer must maintain software and Supported Product(s) 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 Product(s) eligible for this Service.

E. Data Backup. Complete a backup of all existing data and programs on all affected systems prior to the delivery of this Service by Dell. DELL WILL HAVE NO LIABILITY FOR LOSS OR RECOVERY OF DATA OR PROGRAMS or loss of use of system(s) arising out of this Service or related support activities or any act or omission, including negligence, by Dell or a third-party service provider.

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F. 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. It is Customer's responsibility to 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 DELL SERVICES MAY HAVE ON THOSE WARRANTIES.

4. Important Additional Information

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

B. Cancellation. Dell may cancel this Service at any time during the Service term for any of the following reasons:

- Customer fails to pay the total price for this Service in accordance with the invoice terms;
- Customer refuses to cooperate with the assisting analyst or on-site technician; or
- Customer fails to abide by all of the terms and conditions set forth in this Service Description.

If Dell cancels this Service, Dell will send Customer written notice of cancellation at the address indicated on Customer's invoice. The notice will include the reason for cancellation and the effective date of cancellation, which will be not less than ten (10) days from the date Dell sends notice of cancellation to Customer, unless state law requires other cancellation provisions that may not be varied by agreement. IF DELL CANCELS THIS SERVICE PURSUANT TO THIS PARAGRAPH, CUSTOMER SHALL NOT BE ENTITLED TO ANY REFUND OF FEES PAID OR DUE TO DELL.

C. Geographic Limitations & Relocation. This Service will be delivered to the site(s) indicated on the Customer's invoice. This Service is not available at all locations. Service options, including service levels, technical support hours and onsite response times will vary by geography and certain options may not be available for purchase in Customer's location. Dell’s obligation to supply the Services to relocated Supported Products is subject to local service availability and may be subject to additional fees, and to inspection and recertification of the relocated Supported Products at Dell’s then current time and materials consulting rates. Customer will provide Dell with sufficient and safe access to Customer’s facilities at no cost to Dell for Dell to fulfill Dell’s obligations.

D. Transfer of Service. Subject to the limitations set forth in this Service Description, Customer may transfer this Service to a third party who purchases Customer’s entire Supported Product before the expiration of the then-current service term, provided 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. A transfer fee may apply. 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) as Customer paid for this Service, Customer may not have coverage or may incur an additional charge to maintain the same categories of support coverage at the new location. If Customer chooses not to pay such additional charges, Customer’s Service may be automatically changed to categories of support which are available at such price or a lesser price in such new location with no refund available.

For more information about any of our service offerings, please contact your Dell representative or visit www.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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