



Service Description

Dell Pay As You Need Service

A. Service Overview

Dell is pleased to provide Pay As You Need Services (the “**Service**” or “**Services**”) in accordance with this Service Description.

This Service provides Customers (defined below) with telephone support to help answer common questions about Dell’s Supported Products as part of the Dell Pay As You Need suite of services. Services include telephone support for issues related to software, networking, third-party software, virus or malware, data and security for Supported Products on a per incident basis, as set forth on Customer’s invoice. Additional categories of Services may be available from time to time and Dell may discontinue certain Services without further notice. Please contact your Dell sales representative or a Dell technical support specialist for a current list of available Services.

Available Services	Description of Support
Software Application & OS Support	Help with operating system (OS) installation and configuration support and additional assistance with questions or issues on common applications including accounting software, productivity suites, databases and utilities. Basic installation of most third party software. Software support is limited to certain software titles, which does not need to be purchased from Dell.
Networking Networking & Wireless Support	Help setting-up and/or diagnosing peer-to-peer wireless and Ethernet networks between two Dell systems and/or a printer.
Third Party Third Party Troubleshooting & Collaborative Support	Help troubleshooting select third-party software, printer hardware and peripheral hardware.
Virus Free Virus/Spyware Support & Remediation	Help troubleshooting and removing or reducing the impact of many virus and spyware applications.
Data Data Migration, Backup & File Transfer Support	Help copying data from one hard drive to another and data migration from one system to another. Formatting and preparing drive receiving data transfer to operate in host system. Help backing up customer data from Dell PC to customer owned external media. Help using software utilities to recover missing or corrupt files where ever possible. Some files may not be recoverable.
Security Protected PC Support	Help with basic configuration and installation of key security software (purchased separately by Customer). Help with installation and configuration of security software and help setting up virus scans and personal firewalls.

Please read this Service Description carefully and note that Dell reserves the right to change or modify any of the terms and conditions set forth in this Service Description at any time.

B. Terms & Conditions Overview

This agreement (“**Agreement**” or “**Service Description**”) is made between the customer (“**you**” or “**Customer**”) and the Dell entity identified on Customer’s invoice. By purchasing these Services from Dell, Customer agrees to be bound by all terms and conditions set forth in this document. Customer agrees that renewing, modifying, extending or continuing to utilize the Services beyond the initial term is subject to the then-current Service Description available for review at www.Dell.com/ServiceContracts.



C. Support Services

This Service provides expanded technical phone support during the hardware warranty period applicable to Customer's Supported Product(s). Support can be purchased on a per incident basis. The price of the Service will vary depending on the complexity of the issue. This Service includes:

- Direct telephone access during business hours Dell Technical Support for troubleshooting assistance and remediation of issues.
- Remote software-based troubleshooting assistance for many common support issues, when available and with Customer's consent, in which Dell technical support agents connect directly to the user's system over a secure internet connection to expedite and enhance the troubleshooting process.
- The price of the Service is determined by complexity of the issue, with three pricing "Tiers" (as defined in the table below). The Tier of complexity is established by the technical support agent at the time of the Customer's call.

Examples of Tier 1, 2 & 3 Support Issues

Tier 1 Support	<ul style="list-style-type: none"> • Antivirus / spyware installation and setup • Third-party software and hardware installation (webcams, modems, external storage, PDAs, fax, digital media players) • Connecting a computer to an existing network • Education on backup / recovery (walking through use of CDs or external hard drive)
Tier 2 Support	<ul style="list-style-type: none"> • Internet browser conflicts, compatibility and advanced web applications • Applications configuration and usage (Windows OS, Microsoft Office, how-to, installation errors, burning software, etc.) • Networking and wireless usage (media center, file sharing, mapping drives, etc.) • Partition creation
Tier 3 Support	<ul style="list-style-type: none"> • Malware / spam / virus removal • Operating systems (Non-data destructive – parallel install, data backup and then OSRI) • New network setup with router and systems • System enhancement (cleaning up system, registry and startup programs)

D. Supported Products

This Service is available on select Dell OptiPlex™, Latitude™, Precision™, Vostro™, PowerEdge™, PowerEdge SC™, PowerVault™, PowerConnect™, Dell EqualLogic™, Dell | EMC Storage Systems™ and select Dell printers, which are purchased in a standard configuration. This Service may be available on additional products. Please contact your Dell sales representative or a Dell technical support specialist for a current list of Supported 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.

E. Service Procedures & Dell Responsibilities

Receiving Support. Customer, or persons authorized by Customer, should call Dell Technical Support to receive support. A Dell technician will ask for Customer's order number, relevant hardware and software brands, service tag, and model or version numbers. To receive Services, Customer must confirm that Customer (a) has full access to the hardware and/or software that is the basis of the problem, and (b) has completed a back-up of any software or data that may be impacted by the Supported Product.

Step One: Call for Assistance

- For telephone support requests, contact Dell Technical Support. Telephone support numbers are available at www.support.dell.com.



- Call from a location which includes physical access to the Supported Product if needed during phone-based troubleshooting.
- Provide the Service Tag number and other information as requested by the technical support agent. The analyst will verify Customer's Supported Product, applicable Service Description and confirm any expiration of Services.

Step Two: Assist with Phone-based Troubleshooting

- When requested, identify error messages received and when they occur; what activities preceded the error message; and what steps Customer has already taken to attempt to solve the problem.
- The technical support agent will guide the Customer through a series of troubleshooting steps to help diagnose and resolve the issue.

Service Availability. This Service is available during local business hours; excluding local national holidays.

Order Number. Customer must maintain the confidentiality of the order number provided by Dell in connection with these Services. **Dell is not responsible for unauthorized use of a Customer's contract and/or order number.**

Spyware/Virus Removal. Customer acknowledges that alteration or removal of some spyware and virus programs may impair the performance of certain programs. In addition, altering or removing such programs may be restricted by certain software licenses. It is Customer's responsibility to examine such licenses and to ensure that the procedures performed as part of these Services will not affect these licenses, or, if they do, that the effect on such licenses or system performance is acceptable to Customer. Customer further acknowledges that these Services cannot guarantee that additional spyware and viruses will not return to or appear on a Customer's system after Services have been rendered.

Copying of Files. Dell is not permitted by law to copy pirated or copyrighted materials. Customer acknowledges that Customer owns the copyright or has a license to make copies to all of the files on their system and that Customer does not have any files on their system which would cause Dell to be liable for copyright infringement if those files were copied by Dell as part of the Services, including but not limited to, music files, motion picture files or photographic files that are subject to copyright restrictions. Customer accepts responsibility for, and agrees to indemnify and hold Dell harmless from, any and all liability, damages, claims or proceedings arising out of Customer's failure to remove any such files from their system prior to calling Dell for Services.

Third Party (Collaborative Support). Dell Pay As You Need Services offers third party troubleshooting through Collaborative Support. If a problem arises with certain third party products commonly utilized in conjunction with Customer's Supported Product, Dell will provide a single point of contact, as set forth herein, until problems are isolated and escalated to the third party product vendor. Specifically, Dell will contact the third party vendor and create a problem incident on behalf of Customer, providing the necessary problem documentation. Once a vendor is engaged, Dell will monitor the problem resolution process and obtain status and resolution plans from the vendor until the vendor resolves the problem by either providing a resolution, steps towards a resolution, workaround, configuration changes, or escalation of a bug report. Upon the Customer's request, Dell will initiate management escalation procedures within Dell and/or the vendor organization.

To be eligible for Collaborative Support, Customer must have the appropriate active support agreements and entitlement with the respective third party vendor. Once isolated and reported, the third party vendor provides technical problem support and resolution for Customer's problem. **DELL WILL NOT BE RESPONSIBLE FOR THE PERFORMANCE OF OTHER VENDORS' PRODUCTS OR SERVICES.** Customer agrees to indemnify and hold Dell harmless for any claims related to those third party products for which Customer has sought collaborative support to be coordinated through Dell.

View current Collaborative Support partners at the following URL:

http://www.dell.com/content/topics/global.aspx/services/cst/core_software_troubleshooting?c=us&cs=555&l=en&s=biz

Please note that partners may change at any time without notice to Customers.

Software Troubleshooting. Dell Pay As You Need Services offers software troubleshooting with Collaborative Support (as set forth above) for select applications, operating systems, and firmware on Supported Products (the "Covered Software Products") over the telephone, or by transmission of software and other information through electronic means, or by shipping software and/or other information to Customer. Covered Software Products include select end-user Client (Desktop, Notebook) and Server/Storage applications. Please contact Dell Technical Support for an updated list of Covered Software Products.

Limits on Dell OEM Software Troubleshooting Service. Dell does not warrant that any particular question will be resolved or that the Covered Software Product will produce any particular result. Situations giving rise to Customer's questions must be reproducible on a single system (*i.e.*, one central processing unit with its workstation and other peripherals). Dell may conclude



that a software issue is sufficiently complex or that Customer's Supported Product is of a nature that precludes effective analysis of the question through telephone support. Customer understands and accepts that Dell may be unable to resolve questions of this sort, and Customer understands and accepts that Customer is required to make independent arrangements with the publisher of the software at issue for resolution of such questions.

F. Customer Responsibilities

1. **Authority to Grant Access.** Customer represents and warrants that it has obtained permission for both Customer, any end-user not identical to Customer, and Dell to access and use the Supported Product, the data on it, including but not limited to any personally identifiable information, 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.
2. **Cooperate with Phone Analyst.** Customer agrees to cooperate with and follow the instructions given by Dell phone analyst. 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.
3. **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 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.

G. Not Included With This Service:

- Labor and/or parts replacement for Supported Products. Please see your limited hardware warranty and applicable service contract for details on parts replacement and repair services on Dell Products.
- On-site services.
- Support when compatibility of the system to the software is in question or configuration is invalid.
- Freeware written plug-ins for applications and operating systems.
- Providing software upgrades or new software releases.
- Support for versions of Supported Products older than the current version (support on older versions may be available on a best reasonable efforts basis).
- Support for freeware or shareware.
- Remote or on-site training services.
- Product keys for activation.
- Recovery of lost data or software.
- Support due to accidental or intentional damage.
- Other activities such as, installation, de-installation, relocation, preventative maintenance, training assistance, remote administration or any activities or services not expressly described in this Service Description.
- Accessories, supply items, media replacement, operating supplies, peripherals or parts such as batteries, frames, and covers or support thereon.
- Direct third party product support or support of versions not currently supported by the manufacturer, vendor or partner.
- Advanced wireless, networking or remote installation, set-up, optimization and configuration of applications beyond those described in this Service Description.
- Scripting, programming, database design/implementation, Web development or recompiled kernels.

H. Important Additional Information

1. **Commercially Reasonable Limits to Scope of Service.** Dell may refuse to provide Services if, in its opinion, providing the Services creates an unreasonable risk to Dell or Dell's Service providers or is beyond the scope of Services. Dell is not liable for any failure or delay in performance due to any cause beyond its control. Service extends only to uses for which the Supported Product was designed.
2. **Optional Services.** Optional services (including installation, consulting, managed, and professional, support or training services) may be available for purchase from Dell and will vary by Customer location. Optional services may require a



separate agreement with Dell. In the absence of such agreement, optional services are provided pursuant to this Agreement.

3. **Assignment.** Dell may assign this Service and/or Service Description to qualified third party service providers.
4. **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
 - 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.

5. **Per Incident.** Services "per incident" mean that Services will address a single issue or problem for a Customer on a Supported System as set forth in this Service Description and include follow-up calls, as reasonable and necessary, on the same issue. Once an incident is resolved, Customer will have 72 hours to call back and obtain follow-up assistance as necessary on the issue before it is closed. Packages of "incidents" may also be available for purchase.
6. **Term and Renewal.** Customer may utilize the Services prior to their expiration date, if any, for the number of incidents indicated on Customer's Dell invoice. Any applicable expiration policy will be indicated to Customer on their invoice or communicated during the sale of the Services to Customer.

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