

Service Description: Dell On Call HelpDesk Service

Service Overview

The below services provide Customers with 24x7 telephone support for quick and easy answers to common questions about Dell's Supported Products* (the "Services" or "Dell On Call HelpDesk") as part of the Dell On Call suite of services. Services include help with the following topics for Supported Products for the period of time, or on a per incident basis within the period of time, or an unlimited basis, as set forth on Customer's invoice or Welcome Letter:

Available Services	Description of Support
Software Installation and "How to" Support	Help install and set-up common software applications. How to support for common Microsoft and Adobe Applications.
Internet and E-mail Setup and Support	Help set up internet and email accounts with Customer's internet service; troubleshoot common internet and email issues on a Dell PC.
Peripheral Setup and "How To" Support	Help install popular printers, cameras, mice and keyboards; troubleshoot common issues.
Home Network Setup and Troubleshooting	Help set-up and/or diagnose Peer-to-Peer wireless and Ethernet networks between 2 Dell systems and a printer.
Spyware and Virus Diagnosis and Removal	Help troubleshoot and remove most virus and spyware.
Security Setup and Support	Help with basic configuration and installation of key security software (purchased separately by Customer); setup virus scan and personal firewall.
Operating System ("OS") Installation and Support	Help installing, upgrading and setting up Windows Vista™ and XP operating systems not purchased with Customer's Dell PC. Help with re-installations as needed to resolve spyware or virus issues. Help with OS maintenance and "how to" questions.
PC TuneUp	Designed to help Customers optimize the performance of their system and reduce security risks to their system through an agent-assisted session in which the agent runs a set of customizable tasks on the Customer's system.
Data Backup	Help backup customer data from Dell PC to customer-owned external media

*To view a list of supported products and issues covered by Dell On Call HelpDesk Service (the "Supported Products"), see www.dell.com/Delloncall or call 1-866-497-2661. Please note that Supported Products may change at any time without notice to Customers.

By purchasing these Services from Dell, Customer agrees to be bound by all terms and conditions set forth in this document (the "Service Description"). Please read this document carefully and note that Dell may change the terms of Services at any time. Customer acknowledges and agrees that by using the Services after a change becomes effective indicates Customer's agreement to such change.

Dell On Call HelpDesk Service Does Not Include:

- Labor and/or parts replacement for Supported Products. Please see the limited warranty and applicable service for details on parts replacement and repair services on Dell™ Products.
- On-site or At-Home services. (These are separate third party contracts with unique terms and conditions.)
- Support when compatibility of the system to the software is in question or configuration is invalid.
- Third party plug-ins.
- Providing software upgrades or new software releases.
- Support for Supported Products located outside of the United States.
- Support for versions of Supported Products older than the current version (support on older versions is on a commercially reasonable basis).
- Support for freeware or shareware.
- Remote or on-site training services.
- Scripting, programming, database design or web development.
- Product keys for activation.
- Recovery of lost data or software.
- Support due to accidental or intentional damage.
- Any activities not expressly described in this Service Description.

Additional exclusions may be applicable as determined by Dell from time to time and will be posted at www.dell.com/Delloncall.

Support Procedures

Receiving Support. Customer, or persons authorized by Customer, should call **1-866-497-2661** to receive support. A Dell technician will ask for Customer's order number, relevant hardware and software brands, 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.

Service Availability. Dell will use commercially reasonable efforts to keep support available 7 days a week, 24 hours a day, 365 days a year.

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 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.

LIMITATION OF LIABILITY. DELL WILL HAVE NO LIABILITY BEYOND THE REMEDIES SET FORTH HEREIN, INCLUDING BUT NOT LIMITED TO ANY LIABILITY FOR LOSS OR CORRUPTION OF DATA OR SOFTWARE , LOSS OF USE, LOST PROFITS OR LOSS OF BUSINESS. EXCEPT AS EXPRESSLY

PROVIDED HEREIN, DELL WILL NOT BE LIABLE FOR ANY CONSEQUENTIAL, SPECIAL, INDIRECT, OR PUNITIVE DAMAGES, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, OR FOR ANY CLAIM BY ANY THIRD PARTY. CUSTOMER AGREES THAT FOR ANY LIABILITY RELATED TO THE SERVICES, DELL IS NOT LIABLE OR RESPONSIBLE FOR ANY AMOUNT OF DAMAGES ABOVE THE AMOUNT PAID FOR THE APPLICABLE SERVICES. NOTWITHSTANDING ANYTHING IN THIS AGREEMENT TO THE CONTRARY, THE REMEDIES SET FORTH IN THIS AGREEMENT SHALL APPLY EVEN IF SUCH REMEDIES FAIL THEIR ESSENTIAL PURPOSE.

Important Additional Information

Per Incident, Packages and Term. Dell On Call HelpDesk Services can be purchased on a single incident basis, as a multiple incident package for a specified number of incidents that must be used within a set period of time, as an unlimited usage package for a trial period, or as an unlimited usage package on a month-to-month basis. Customer's invoice or Welcome Letter will confirm what support package has been purchased, including the number of incidents and time period, where applicable.

- **Per Incident and Multiple Incident Packages** – Services “per incident” mean that Dell on Call 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 a Customer has agreed that an incident is resolved, Customer will have 72 hours to call back and obtain assistance on the issue before it is closed. For multiple incident package purchases, Customer must use the number of incidents set forth in Customer's invoice or Welcome Letter within the indicated time period. Any incidents not used within the indicated time period will expire, and Customer will not be entitled to any further Services.
- **Month-to-Month Unlimited Usage Package** – This package means that Dell on Call Services will be provided for an unlimited number of incidents via a month-to-month billing agreement for services. Customer will be billed on a monthly recurring basis and all amounts paid will be pre-payments for the monthly billing period.
- **Trial Period Unlimited Usage Package** – This package is only available when purchased with a Supported Product and provides a Customer with an unlimited number of incidents to use Dell on Call Services for a set time period.

Unlimited usage for a trial period or month-to-month is restricted to Services on a single product purchased with the Dell On Call Helpdesk Service and any supported peripherals used with the product.

Refunds. Any return amount is subject to reduction based on a deduction for services rendered. The value of services rendered is based on the average retail price of single incidents offered by Dell on Call HelpDesk Service.

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

Not Transferable. The Services are not transferable. Customer may not use the Services in connection with a service bureau or any other distributing or sharing arrangement, on behalf of any third parties or with respect to any hardware or software not personally owned by the Customer.

Payment. Customers must provide a valid payment method to complete purchase of Service under this Service Description. For Customers purchasing the month-to-month unlimited usage package, billing will occur on a monthly recurring basis pursuant to the Billing Agreement.

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.

No Warranties. CUSTOMER ACKNOWLEDGES AND AGREES THAT GIVEN THE NATURE OF THE

SERVICES, THE SERVICES ARE PROVIDED "AS IS" AND DELL MAKES NO WARRANTIES REGARDING THE SERVICES OR THE RESULTS OF THE SERVICES. DELL DOES NOT WARRANT THIRD PARTY PRODUCTS. DELL IS NOT LIABLE FOR ANY FAILURE OR DELAY IN PERFORMANCE DUE TO ANY CAUSE BEYOND ITS CONTROL.

Third-party software and peripheral products are covered by the warranties provided by the original manufacturer or the seller of the product. Third party warranties may vary from product to product. Customer should consult the applicable product documentation for specific warranty information.

Commercially Reasonable Limits to Scope of Service. In the course of providing the Services, Dell may determine that the issue is beyond the scope of the Services. Dell may use commercially reasonable efforts to refer Customer to the appropriate alternative resource; however, Dell will not transfer Customer directly to an alternate resource. Customer acknowledges that Dell may not be able solve Customer's particular problem.

Service Provider. Dell Marketing L.P. ("Dell"), One Dell Way, Round Rock, Texas 78682.

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 Service Description, its interpretation, or the breach, termination or validity thereof, the relationships which result from this Service Description, Dell's advertising, or any related purchase SHALL, TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, BE GOVERNED BY THE LAWS OF THE STATE OF TEXAS, WITHOUT REGARD TO CONFLICTS OF LAWS RULES.

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

Limited Liability. CUSTOMER'S SOLE AND EXCLUSIVE REMEDY AND DELL'S ENTIRE, COLLECTIVE LIABILITY IN CONTRACT, TORT OR OTHERWISE, UNDER THIS SERVICE DESCRIPTION IS A REFUND OF THE AMOUNTS PAID TO DELL FOR THE SERVICES THAT ARE THE BASIS OF THE CLAIM.

Terms and Conditions. Dell is pleased to provide these Services in accordance with this Services Description, Dell's standard invoice terms and conditions of sale (see

www.dell.com/policy/legal/termsofsale.htm), and Customer's applicable separate signed agreement with Dell (if any).

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