

Service Description: Dell On Call HelpDesk Service for Commercial Customers

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 (as defined herein) 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. This Service is provided in connection with Customer’s separate signed master services agreement with Dell or, in the absence of such agreement, Dell’s Customer Master Services Agreement (“CMSA”), which can be obtained at www.dell.com/servicecontracts and is incorporated by reference in its entirety herein.

Service Overview

The below services provide Customers with 24x7 telephone support for quick and easy answers to common questions (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. Additional services may be available at www.dell.com/Delloncall:

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. 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 contact Dell on Call at the toll-free telephone number(s) at www.dell.com/Delloncall 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.

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.

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.

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