

Service Description: Adamo Premium Services (US ONLY)

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With **Adamo Premium Service** (the "Service" or "Services"), you have (i) rapid access to comprehensive telephone support 24 hours a day, seven days a week with Dell's trained North American technicians to provide phone-based technical support assistance for Adamo branded products under the terms and conditions of the limited hardware warranty for your system and (ii) 24x7 telephone support for quick and easy answers to questions about your Adamo system that are outside the scope of the limited hardware warranty, as more fully described herein.

Check your invoice to determine whether your Service is effective for a 90-day term, a 1-year term, or a 3-year term from the date of purchase

Adamo Premium Service Overview: During the term of your Adamo Premium Service:

- Dell assigns a trained support team available 24 hours per day, seven days per week to provide phone-based technical support assistance for your Adamo system.
- When Customer calls Dell's technical support contact number and enters Customer's express service code, Customer will be routed directly to Customer's assigned technical support team.
- Customer may contact and request a response from the assigned team by e-mail.
- Customer may request a scheduled telephone support time.
- Customer may request a specific technician for support and Dell will make commercially reasonable efforts to connect the Customer with the requested technician.
- Dell will provide Customers with quick and easy answers to common questions about your Adamo system. Services include help with the following topics for your Adamo System:

Available Services Description

Available Service	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 the Customer's Adamo system.
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 the Customer's Adamo system and another Dell systems and/or 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™ 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 Adamo system.
Data Backup	Help backup customer data from Customer's Adamo system to customer- owned external media

Limits on Adamo Premium Service

- Service extends only to Adamo Systems that are purchased and located within the United States.
- Service includes English only language support.
- Service does not include any additional parts, replacement, dispatching, or on-site service beyond that included in the limited hardware warranty for your Adamo system.
- Service does not expand, abridge, or otherwise in any way modify any warranties or other service contracts that accompany your Adamo system.
- Service does not include the preventive maintenance, installation, de-installation, or relocation services and operating supplies, or repairs necessitated by software problems or as a result of alteration, adjustment, or repair by anyone other than Dell (or its representatives).
- Service only applies to the Adamo system's original hardware and software configuration that shipped from Dell.
- Dell is not obligated to troubleshoot or repair any Adamo system that has been damaged as a result of (i) accident, misuse, or abuse of the Adamo System or components of the Adamo System (such as, but not limited to, use of incorrect line voltages, use of incorrect fuses, use of incompatible devices or accessories, improper or insufficient ventilation, or failure to follow operating instructions) by anyone other than Dell (or its representatives), (ii) an act of God such as, but not limited to, lightning, flooding, tornado, earthquakes, and hurricanes, or (iii) moving the Adamo System from one geographic location to another or from

one entity to another.

The Services do not include:

- Support in any language other than English.
- Labor and/or parts replacement for Adamo System. Please see the limited hardware warranty and applicable service for details on parts replacement and repair services on Adamo Systems.
- 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 Adamo Systems originally purchased or located outside of the United States.
- 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.

Furthermore, this Service **does not** include:

- Support for Adamo products purchased from Dell through an employee purchase program.
- Support for the installation of internal hardware.
- Expired Warranty Support –Additional fees apply for support of systems with expired limited hardware warranties.

Support Procedures

Customer Responsibilities:

Before Dell provides support:

- **Complete a backup of all existing data and programs on affected storage systems. If you are sending the hard drive with your system, BEFORE YOU SHIP IT TO DELL, you are responsible for backing up the data on the drive and for removing any confidential, proprietary, or personal information. Dell is not responsible for: any of your confidential, proprietary, or personal information; lost or corrupted data or; damaged or lost removable media. **DELL WILL HAVE NO LIABILITY FOR LOSS OR RECOVERY OF DATA OR PROGRAMS.****
- Ensure that software is at minimum release levels and configurations as specified by Dell on the original product invoice.
- Install remedial replacement parts, patches, software updates, or subsequent releases as directed by Dell.
- Ensure that the supported system's express service code is always used when requesting Service.

Receiving Support

To receive Adamo Premium Service support, call 1-800-624-9896 (Home and home office) or 1-800-822-8965 (Employees and Affiliates purchase programs) and enter the system's express service code when prompted. Be prepared to provide Dell with: (a) contact name (b) phone number (c) e-mail address and (d) Adamo model number.

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.**

Commercially Reasonable Limits to Scope of Service.

In the course of providing Services for your Adamo system, 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.

Important Additional Information about Adamo Premium Service

By using Adamo Premium Service, Customer agrees to be bound by all terms and conditions set forth in this 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 using the Services after a change becomes effective indicates Customer's agreement to such change.

Service Availability. Dell will use commercially reasonable efforts to make the Services available 7 days a week, 24 hours a day, 365 days a year. Dell may modify its service delivery model in the event of circumstances arising beyond its reasonable control. Hold times may be affected by multiple variables including, but not limited to, time of day, product release cycle, product recall occurrences, and total number of Customers.

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.

Reassignment. Dell reserves the right to reassign Customer to a different team.

Refunds. Within 30 days of invoice date, refund amounts for multiple-incident packages will be reduced by the value of the number of incident used. After that period, no refund will be available (except as otherwise required by law).

Cancellation. Dell may cancel the Services at any time during the Service term if: Customer fails to pay the total price for this Service in accordance with the invoice terms; Customer fails to abide by the terms of this Service Description, or; Customer repeatedly misuses the Services for out of scope issues. Additionally, Dell may, at its discretion, terminate the Services on thirty (30) days notice to Customer, in which case Customer will be entitled to a pro-rated refund of any unearned fees for the Services that Customer paid.

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.

Third Party Warranties. In order to provide this Service, Dell may have 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 or its authorized representative, works on the hardware or software. It is Customer's responsibility to ensure that Dell's performance of these Services will not affect the warranty, 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 DELL SERVICES MAY HAVE ON THOSE WARRANTIES.**

Governing Law. THE PARTIES AGREE THAT THIS AGREEMENT, ANY SALES THEREUNDER, 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, and 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 that 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.

Miscellaneous. If any provision of this Service Description is void or unenforceable, the parties agree to delete that provision and the parties agree that the remaining provisions of this Service Description will continue to be in effect.

Terms and Conditions. Dell is pleased to provide these Services in accordance with this Service Description, the terms and conditions of Dell's standard invoice terms and conditions of sale (see <http://www.dell.com/policy/legal/termsofsale.htm>), and any other terms and conditions delivered to the Customer in writing.

Transfer of the Services The Service plan (if still in effect) may be transferred with the Adamo system if the current owner transfers ownership of the Adamo system and records the transfer with Dell. The limited hardware warranty on Dell-branded memory may not be transferred. Customer may record transfers by going to Dell's Web site:

- Individual Home Consumer, go to www.dell.com/us/en/dhs/topics/sbtopic_015_ccare.htm
- Home Office, Small, Medium, Large, or Global Commercial Customer, go to www.dell.com/us/en/biz/topics/sbtopic_ccare_nav_015_ccare.htm
- If you do not have Internet access, call your customer care representative or call 1-800-624-9897.

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