



## Services Agreement - Terms and Conditions

### CompleteCare™

BY ACCEPTING THE SERVICES AND SUPPORT DESCRIBED ON YOUR INVOICE, YOU AGREE TO BE BOUND BY AND ACCEPT THE TERMS AND CONDITIONS HEREIN. PLEASE READ THIS AGREEMENT IN ITS ENTIRETY. THESE TERMS AND CONDITIONS (THIS "AGREEMENT") WILL SUPPLEMENT, AND IF IN CONFLICT WITH WILL CONTROL, THE TERMS AND CONDITIONS OF ANY APPLICABLE SIGNED AGREEMENT BETWEEN YOU AND DELL (INCLUDING WITHOUT LIMITATION, DELL'S STANDARD KEY CUSTOMER PURCHASE AGREEMENT) OR, IN THE ABSENCE OF SUCH AN AGREEMENT, DELL'S STANDARD INVOICE TERMS AND CONDITIONS OF SALE (see <http://www.dell.com/policy/legal/termsofsale.htm>). DELL'S STANDARD INVOICE CONTAINING A DESCRIPTION OF THE PRODUCT YOU PURCHASED IS HEREBY INCORPORATED BY REFERENCE IN ITS ENTIRETY INTO THIS AGREEMENT. THIS AGREEMENT IS BETWEEN YOU AND THE DELL ENTITY ("DELL" OR "OUR") AS SPECIFIED IN THE AFOREMENTIONED SIGNED AGREEMENT OR DELL'S STANDARD INVOICE TERMS AND CONDITIONS. ALL CAPITALIZED TERMS AND CONDITIONS NOT DEFINED HEREIN SHALL HAVE THE MEANING SPECIFIED IN THE AFOREMENTIONED SIGNED AGREEMENT OR DELL'S STANDARD INVOICE TERMS AND CONDITIONS.

For your one-time payment to us as specified on Appendix A – Pricing Table (the "Total Price") – for each computer or computer-related device ("Computer Device") plus any applicable sales or similar taxes, Dell Marketing L.P. ("we", "us" or "Dell") will provide you with CompleteCare Service pursuant to the following terms and conditions:

1. **Covered Computer Devices:** You must pay a separate Total Price for each Computer Device you wish to be covered by this Agreement. With regard to each Computer Device covered by this Agreement the following general terms, conditions and exclusions shall apply:

- a. **Computers.**

- 1). **Notebooks.** Only the central processing unit, internal keyboard, internal hard drives, and the computer's built-in LCD are covered.
- 2). **Desktops.** Only the central processing unit, keyboard, mouse, internal hard drives, and the computer's original monitor (when invoiced as part of system order purchase) are covered.

Your purchase of this Agreement for a computer does not cover peripheral devices, such as docking stations, external modems, external speakers, game devices, carrying cases, secondary monitors, external mouse on notebooks, external keyboard on notebooks, and other components not internal to the Computer Device (CompleteCare Service may be purchased for certain peripherals as specified in paragraph 1.b. below). This Agreement is for hardware only. CompleteCare Service does not cover any defects in or damage (including without limitation virus-inflicted damage) to software preloaded on, purchased with or otherwise loaded on the Computer Device, including without limitation Custom Factory Integration items. We will exercise reasonable efforts to, but this Agreement does not guarantee that we will, repair or replace Custom Factory Integration items that may otherwise be excluded components.

- b. **Peripherals.** Only parts built in or on the base unit, including parts or accessories that are required for regular operation of the unit and shipped at point of sale, such as internal memory, built-in LCD, internal components/switches, built-in buttons, drawers, lids or panels, remote controls, synchronization cradles, or cables are covered. (Peripherals include devices such as handhelds/PDA's, printers, digital cameras, monitors, or projectors.)

This Agreement does not cover externally-attached peripheral devices, components, cases, or wiring classified as "accessories" or "consumables" and not built in or on the base unit, such as batteries, light bulbs, disposable/replaceable print/ink cartridges, print or photo paper, memory disks, disposable memory devices, wire connections, carrying cases, stylus pens, docking stations, external modems, external speakers, game devices, game disks, secondary monitors, external mouse or other input/output devices, any other components not internal to the Computer Device, or other parts/components requiring regular user maintenance. CompleteCare Service does not cover any software shipped with peripherals.

2. **Scope of Services:**

- a. **Repair and Replacement Service.** During the term of this Agreement and subject to the limitations in this Agreement, we will repair or replace the Computer Device as necessary to correct any damage to the Computer

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Device. For example, under this Agreement, we will repair or replace the Computer Device if it is damaged because:

- You spill liquid on the keyboard
- You accidentally drop the Computer Device
- An electrical surge damages the Computer Device's internal circuitry
- The LCD/monitor cracks or shatters in extreme temperatures

If we repair your Computer Device, you understand and agree that we may replace original parts with new or used parts from the original manufacturer, or a different one. Replacement parts will be functionally equivalent to the original parts. In our discretion, we may designate an affiliated company or contract with a third party to complete repairs on the Computer Device.

If we decide that it is necessary to replace the Computer Device rather than repair it, you will receive a Computer Device equivalent to or better than the Computer Device you originally purchased from us, as determined by us in our sole and reasonable discretion.

**b. Limits of Support Services.** This Agreement does not cover and we are not obligated to repair or replace:

- Any Computer Device located outside of the United States (the fifty (50) states and the District of Columbia).
- Any damage to or defect in the Computer Device that is cosmetic only or otherwise does not affect Computer Device functionality. Under this Agreement, we are not obligated to repair reasonable wear and tear on the Computer Device and other superficial items, such as scratches and dents that do not materially impair your use of the Computer Device.
- Any Computer Device that anyone other than Dell or a person we designate has tried to repair. Any repair or attempted repair on the Computer Device covered by this Agreement by any party other than us or someone we designate will void and cancel this Agreement. We will not reimburse you for any repairs that you or another person make or attempt to make to the Computer Device.
- Any Computer Device that is lost or stolen. To receive repair or replacement of a Computer Device, you must return the damaged Computer Device to us in its entirety.
- Any Computer Device that is damaged by fire from an external source or that is intentionally damaged. If we find evidence of intentional damage, we are not obligated to repair or replace the Computer Device.
- Any recovery or transfer of data stored on the Computer Device. You are solely responsible for all data stored on the Computer Device. We do not provide you any data recovery services under this Agreement. However, if hard drive replacement is necessary, we will reload, at no charge to you, the then-current version of major application and operating system software you originally purchased from us, including any installed Custom Factory Integration applications. We do not, however, represent or warrant and this Agreement does not obligate us to ensure that any installed Custom Factory Integration applications will be compatible with the replacement Computer Device.
- Preventive maintenance. It is not necessary that you perform any preventive maintenance on the Computer Device to obtain repair or replacement of a Computer Device covered by this Agreement.

**c. Limitation of Liability.** NEITHER DELL MARKETING L.P. NOR ITS AFFILIATES, PARTNERS, OFFICERS, DIRECTORS, EMPLOYEES OR AGENTS ARE LIABLE TO YOU, OR ANY SUBSEQUENT OWNER OR OTHER USER OF THE COMPUTER DEVICE, FOR ANY INCIDENTAL OR CONSEQUENTIAL DAMAGES, INCLUDING, BUT NOT LIMITED TO, LIABILITY OR DAMAGES FOR THE COMPUTER DEVICE NOT BEING AVAILABLE FOR USE, LOSS OR CORRUPTION OF DATA OR SOFTWARE, PERSONAL INJURY, DEATH, OTHER INDIRECT LOSS DUE TO COMPUTER DEVICE FAILURE, OR ANY AND ALL INCIDENTAL, INDIRECT, SPECIAL OR CONSEQUENTIAL DAMAGES ARISING OUT OF OR IN CONNECTION WITH THE USE OR PERFORMANCE OF THE COMPUTER DEVICE, EVEN IF YOU HAVE ADVISED US OF THE POSSIBILITY OF SUCH DAMAGES. BY ENTERING INTO THIS AGREEMENT, YOU EXPRESSLY WAIVE ANY CLAIMS DESCRIBED IN THIS PARAGRAPH. YOU AGREE AND UNDERSTAND THAT WE WILL NOT BE RESPONSIBLE FOR ANY AMOUNT OF DAMAGES ABOVE THE AGGREGATE DOLLAR AMOUNT PAID BY YOU FOR THE PURCHASE OF THE COMPUTER DEVICE COVERED BY THIS AGREEMENT. SOME STATES DO NOT ALLOW THE EXCLUSION OR LIMITATION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO SOME OR ALL OF THE ABOVE LIMITATION OR EXCLUSION MAY NOT APPLY TO YOU.

### **3. Your Responsibilities:**

**a. General.** To receive the CompleteCare Service, you are responsible for complying with the following:

- 1). Cooperate with Technician. You must cooperate with the technician to ensure that the Computer Device is properly serviced. At our discretion, the technician will either send you a replacement part for you to install

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on the Computer Device or give you directions to ship the Computer Device to our repair facility. So long as you follow our directions, we will pay all shipping charges for return of the Computer Device to our repair facility. Once at our repair facility, we may repair the Product or ship you a replacement Product depending on our assessment of the damage to the Product. In some cases, where we can determine over the telephone that a replacement Product will be necessary, we may in our discretion, ship you a replacement Product immediately. However, if you fail to return the damaged Computer Device to us, you agree that you are responsible for the retail price of the replacement Computer Device.

- 2). Payment. CompleteCare Service is only available with the purchase of a Dell notebook computer, Dell desktop computer, Dell projector, Dell handheld or other peripheral or system falling under a category listed in Appendix A, but it is not necessary that you purchase CompleteCare Service to buy a Computer Device from us. Our invoice to you for the Computer Device will indicate whether you purchased CompleteCare Service, and will serve as your receipt. We will mail you a copy of the invoice and this Agreement within ten (10) days after your purchase of a Computer Device with CompleteCare Service. In addition, the Computer Device will be tagged with a serial number that will indicate your purchase of CompleteCare Service (the "Service Tag").

**b. How and When to Use.**

- 1). The hours of Support shall not include regular holidays which include New Year's Day, Good Friday, Memorial Day, Independence Day, Labor Day, Thanksgiving and Christmas Day, and the day after Thanksgiving and Christmas Day. Dell is not liable for any failure or delay in performance due to any cause beyond its control.
- 2). Dell Marketing L.P., One Dell Way, Round Rock, Texas 78682, is the only party obligated to provide service under this Agreement. **To initiate a service request under this Agreement, you must call our service department at 1-800-BUY-DELL (289-3355).** When you call, a Dell technician will ask for the Service Tag number located on your Computer Device. Once the technician has verified your purchase of CompleteCare Service, he or she will ask you a series of questions to assess the extent and cause of damage to the Computer Device.

**4. General Terms:**

- a. Term and Renewal. This Agreement begins on the date you receive the Computer Device from us and expires on the contract expiration date corresponding to the 1, 2, 3 or 4 year CompleteCare Service term purchased. The term of this Agreement may not be extended or renewed.
- b. Claims of Confidentiality or Proprietary Rights. You agree that any information or data disclosed or sent to Dell, over the telephone, electronically or otherwise, is not confidential or proprietary to you.
- c. Transferability. You may transfer this Agreement to subsequent owners of the Computer Device. We will provide CompleteCare Service for the term of this Agreement to all subsequent owners of the Computer Device, but before we provide CompleteCare Service to a subsequent owner, it is the responsibility of the subsequent Computer Device owner to provide us with Service Tag and/or invoice information to verify the purchase of CompleteCare Service by the Computer Device's original owner.
- d. Cancellation. This Agreement is dated as of the date you receive the Computer Device from us. You may cancel this Agreement within thirty (30) days of your receipt of this Agreement by sending written notice to us at:

Dell Marketing L.P.  
One Dell Way  
Round Rock, Texas 78682  
Attn: Service and Support Department

Except as provided in paragraph 4.h. for customers in certain states, where applicable, if you cancel this Agreement within thirty (30) days of your receipt of it, we will send you a full refund less the cost of claims, if any, made under this Agreement. You may not cancel this Agreement after thirty (30) days of your receipt of this Agreement, except as provided in paragraph 4.h. for customers in certain states.

We may cancel this Agreement if you fail to pay us the Total Price for CompleteCare Service in accordance with our invoice terms, make a misrepresentation to us or our agents, or otherwise breach your obligations under this Agreement. We will not cancel this Agreement for any other reason. If we cancel this Agreement, we will send you written notice of cancellation at the address indicated in our records. The notice will include the reason for cancellation and the effective date of cancellation, which will not be less than ten (10) days from the date we send notice of cancellation to you, except as provided in paragraph 4.h. for customers in certain states.

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CompleteCare Service must be cancelled separately for each Computer Device.

- e. Entire Agreement. This Agreement is the entire agreement between you and Dell with respect to its subject matter and none of Dell's employees or agents may orally vary the terms and conditions of this Agreement.
- f. Additional Remedies. This Agreement affords you specific legal rights. You may have additional legal rights that vary from state to state, including those listed below. This Agreement is not a warranty. The Computer Device you purchase from us may also come with a limited warranty from Dell or third party manufacturers of Computer Devices we distribute. Please consult our limited warranty statements for your rights and remedies under those limited warranties.
- g. Arbitration. You agree that, except as set forth in this paragraph, any and all claims or disputes arising out of or in connection with or in relation to this Agreement will be resolved by final and binding arbitration. However, this arbitration provision does not apply to any claim we may have against you for non-payment of monies owed for the purchase of this Agreement or the Computer Device or any security interest we have in the Computer Device covered by this Agreement. All arbitration proceedings will be held in the office of the American Arbitration Association closest to your permanent residence. Any arbitration that arises out of this Agreement will be held in accordance with the American Arbitration Association's Commercial Arbitration Rules. The Federal Arbitration Act, 9 U.S.C. § 1, *et seq.*, shall govern all arbitration proceedings under this Agreement.
- h. State Specific Provisions. The terms stated in this paragraph are specific to certain states. If you are not a permanent resident of the state identified in each paragraph below at the time you purchase CompleteCare Service, you are not eligible for these rights and/or remedies. We are not obligated to provide CompleteCare Service under these terms except in the states specified below.
- Alabama, Georgia and Kentucky Customers. The obligations of Dell under this Agreement are backed by the full faith and credit of Dell.
  - California and Illinois Customers. You may cancel this Agreement at any time by following the procedures for cancellation in paragraph 4.d. of this Agreement. If you cancel this Agreement after thirty (30) days of your receipt of this Agreement, you are entitled to a pro-rata refund as follows: Refund = The Total Price minus (a) the number of days from the date you receive the Computer Device until we receive notice of your cancellation divided by the term of this Agreement; (b) 0.1 multiplied by the Total Price; and (c) the cost of any repair or replacement provided to you before cancellation.
  - Hawaii Customers. If you cancel this Agreement pursuant to paragraph 4.d. of this Agreement and we fail to refund the purchase price of this Agreement to you within forty-five (45) days after your cancellation, we are obligated to pay you a penalty of 10% per month of the amount of the refund due and owing to you. Your right to cancel this Agreement pursuant to paragraph 4.d. above only applies to the original owner of the Agreement and may not be transferred to subsequent owners of the Agreement. The obligations of Dell under this Agreement are backed by the full faith and credit of Dell.
  - Nevada Customers. You may cancel this Agreement at any time by following the procedures for cancellation in paragraph 4.d. of this Agreement. If you cancel this Agreement within twenty (20) days after your receipt of this Agreement and you have not made a claim under this Agreement, you are entitled to a full refund of the Total Price. If you cancel this Agreement any time after twenty (20) days after your receipt of this Agreement or if you cancel this Agreement and have made a claim at any time under this Agreement, you are entitled to a refund of the unearned premium calculated on a pro rata basis, minus a cancellation fee of 10% of the Total Price. We may cancel this Agreement for any reason within seventy (70) days after your receipt of this Agreement. We may cancel this Agreement thereafter only if:
    - You fail to pay an amount when due;
    - You are convicted of a crime that results in additional CompleteCare Service;
    - It is discovered that you committed fraud or made a material misrepresentation in obtaining this Agreement or submitting a claim;
    - It is discovered that you engaged in an act or omission, or violated a condition of this Agreement, after the date of this Agreement which substantially and materially increases the CompleteCare Service; or
    - A material change occurs to the nature or scope of the CompleteCare Service that causes it to be substantially and materially increased beyond that contemplated as of the date of this Agreement.

If we cancel this Agreement as provided above, we will send you written notice at the address indicated in our records. The notice will include the effective date of the cancellation, which will not be less than fifteen (15) days after the date we send you the notice of cancellation. In addition, you will be entitled to a refund of the unearned premium calculated on a pro rata basis. If we fail to deliver to you within forty-five (45) days

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any unearned premium to which you are entitled as provided above, you will be entitled to an additional amount equal to 10% of the Total Price for every thirty (30) days such refund is delayed beyond the 45-day period. The obligations of Dell under this Agreement are backed by the full faith and credit of Dell.

- **New York Customers.** If you cancel this Agreement pursuant to paragraph 4.d. above and we fail to refund the purchase price of this Agreement to you within thirty (30) days after your cancellation, we are obligated to pay you a 10% penalty per month of the amount of the refund due and owing to you. The obligations of Dell under this Agreement are backed by the full faith and credit of Dell.
- **North Carolina Customers.** You are entitled to written notification before the sale of a service agreement that the purchase of a service agreement is not required either to purchase or obtain financing on the Computer Device. You may cancel this Agreement at any time by following the procedures for cancellation in paragraph 4.d. of this Agreement. If you cancel this Agreement after thirty (30) days of your receipt of this Agreement, you are entitled to a pro-rata refund as follows: Refund=The Total Price minus (a) the number of days from the date you receive the Computer Device until we receive notice of your cancellation divided by the term of this Agreement; (b) 0.1 multiplied by the Total Price; and (c) the cost of any repair or replacement provided to you before cancellation.
- **South Carolina Customers.** If you cancel this Agreement pursuant to paragraph 4.d. above and we fail to refund the purchase price of this Agreement to you within forty-five (45) days after your cancellation, we are obligated to pay you a 10% penalty per month of the amount of the refund due and owing to you. Your right to cancel this Agreement pursuant to paragraph 4.d. above only applies to the original owner of the Agreement and may not be transferred to subsequent owners of the Agreement. If we cancel this Agreement, we will send you written notice of the cancellation at least fifteen (15) days prior to the effective date of cancellation. The obligations of Dell under this Agreement are backed by the full faith and credit of Dell. If we do not timely resolve such matters within sixty (60) days of proof of loss, you may contact the South Carolina Department of Insurance, Post Office Box 100105, Columbia, South Carolina 29202-3105, or (800) 768-3467.
- **Texas Customers.** If you cancel this Agreement pursuant to paragraph 4.d. above and we fail to refund the purchase price of this Agreement to you within forty-five (45) days after your cancellation, we are liable to you for a penalty of no more than 10% per month of the amount of the refund due and owing to you. Your right to cancel this Agreement pursuant to paragraph 4.d. above only applies to the original owner of the Agreement and may not be transferred to subsequent owners of the Agreement. The obligations of Dell under this Agreement are backed by the full faith and credit of Dell. Any unresolved complaints concerning Dell or questions concerning the regulation of service contract providers may be addressed to: Texas Department of Licensing and Regulation, P.O. Box 12157, Austin, Texas 78711-2157, telephone (512) 463-6599 or (800) 803-9202 (within Texas).
- **Washington Customers.** If you cancel this Agreement pursuant to paragraph 4.d. above and we fail to refund the purchase price of this Agreement to you within thirty (30) days after your cancellation, we are obligated to pay you a penalty of 10% per month of the amount of the refund due and owing to you. Your right to cancel this Agreement pursuant to paragraph 4.d. above only applies to the original owner of the Agreement and may not be transferred to subsequent owners of the Agreement. The obligations of Dell under this Agreement are backed by the full faith and credit of Dell.
- **Wyoming Customers.** If you cancel this Agreement pursuant to paragraph 4.d. above and we fail to refund the purchase price of this Agreement to you within forty-five (45) days after your cancellation, we are obligated to pay you a penalty of 10% per month of the amount of the refund due and owing to you. Your right to cancel this Agreement pursuant to paragraph 4.d. above only applies to the original owner of the Agreement and may not be transferred to subsequent owners of the Agreement. The obligations of Dell under this Agreement are backed by the full faith and credit of Dell. The final determination in any arbitration proceeding instituted pursuant to paragraph 4.g. may be submitted to a court of competent jurisdiction in accordance with Section 1-36-101 of the Wyoming Statutes.

**Appendix A – Pricing Table**

<b>Dimension™ Desktops</b>	<b>Price</b>
1 year CompleteCare Accidental Damage Service	\$39
2 year CompleteCare Accidental Damage Service	\$69
3 year CompleteCare Accidental Damage Service	\$99
4 year CompleteCare Accidental Damage Service	\$119
<b>Inspiron™ Notebooks</b>	<b>Price</b>
1 year CompleteCare Accidental Damage Service	\$99
2 year CompleteCare Accidental Damage Service	\$129
3 year CompleteCare Accidental Damage Service	\$169
4 year CompleteCare Accidental Damage Service	\$199
<b>Latitude™ Notebooks</b>	<b>Price</b>
3 year CompleteCare Accidental Damage Service	\$169
4 year CompleteCare Accidental Damage Service	\$199
<b>Projectors</b>	<b>Price</b>
1 year CompleteCare Accidental Damage Service	\$99
2 year CompleteCare Accidental Damage Service	\$169
3 year CompleteCare Accidental Damage Service	\$239
<b>Handhelds</b>	<b>Price</b>
1 year CompleteCare Accidental Damage Service	\$29
2 year CompleteCare Accidental Damage Service	\$39
3 year CompleteCare Accidental Damage Service	\$49