



**CompleteCare™
Accidental Damage Service
for Business Customers**

Services Agreement - Terms and Conditions

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/terms>). 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 DELL MARKETING L.P. OR THE DELL ENTITY AS SPECIFIED IN THE AFOREMENTIONED SIGNED AGREEMENT OR DELL'S STANDARD INVOICE TERMS AND CONDITIONS ("DELL", "WE", "US", OR "OUR"). ALL CAPITALIZED TERMS AND CONDITIONS NOT DEFINED HEREIN SHALL HAVE THE MEANING SPECIFIED IN THE AFORMENTIONED SIGNED AGREEMENT OR DELL'S STANDARD INVOICE TERMS AND CONDITIONS.

For your one-time payment to us as specified on your invoice (the "Total Price") for each computer or computer-related device ("Computer Device") plus any applicable sales or similar taxes, 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. **If you purchased CompleteCare for a Computer:**
 - 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.
 - 3). **Limitations.** Your purchase of this Agreement for a computer does not cover peripheral devices or components such as (without limitation) docking stations, external modems, external speakers, game devices, carrying cases, secondary monitors, external mouse on notebooks, external keyboard on notebooks, power/AC adapters, and other components not internal to the Computer Device; however, CompleteCare Service may be purchased separately for certain peripherals as specified in paragraph 1.b. below.
 - b. **If you purchased CompleteCare for a Peripheral:**
 - 1). **Scope.** 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. Covered peripherals for which you may purchase a separate CompleteCare contract may include devices such as handhelds/PDAs, printers, digital cameras, monitors, plasma or LCD televisions, or projectors.
 - 2). **Limitations.** This Agreement does not cover externally-attached computers, peripherals, or other devices that may work in conjunction with the covered peripheral, and this Agreement does not cover components, cases, television or monitor wall mounts, wiring, or items 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 peripheral Computer Device for which you purchased CompleteCare, or other parts/components requiring regular user maintenance.

- c. Other Limitations for all Covered Computer Devices: This Agreement is for hardware only. CompleteCare Service does not cover software. This software exclusion includes but is not limited to: 1) any defects in or damage (including without limitation virus-inflicted damage) to software preloaded on, purchased with or otherwise loaded on the Computer Device and 2) any software loaded through Custom Factory Integration. In addition, CompleteCare does not cover any other items added through Custom Factory Integration. We will exercise reasonable efforts to, but this Agreement does not guarantee that we will, repair or replace non-software Custom Factory Integration items that may otherwise be excluded components.

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 Device which occurs during the usual and customary usage of the Computer Device because:
- An electrical surge damages the Computer Device's internal circuitry, or
 - You accidentally drop the Computer Device (in the case of Notebooks and/or Peripherals) or the Computer Device is otherwise accidentally damaged from handling including damage to:
 - The keyboard if you spill liquid.
 - 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 suffers damage in connection with or as a result of incorrect or inadequate Customer Installation. "Customer Installation" shall include any of the following performed by the Customer or any third party on behalf of the customer: (1) unpacking or moving the Computer Device (2) installation or mounting of a Computer Device to a wall or other structure (or removal of the same following installation) and (3) affixing of brackets or other weight bearing devices designed for mounting or attachment to a wall or other structure (or removal of the same). Customer Installation does not include third party installation services purchased from Dell.
 - 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.
 - Except as specifically provided herein, any other damages that do not arise from defects in materials or workmanship or ordinary and customary usage of Computer Device or handheld peripheral device.
 - Any damages arising from acts of God.
- 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 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 Computer Device or ship you a replacement Computer Device depending on our assessment of the damage to the Computer Device. In some cases, where we can determine over the telephone that a replacement Computer Device will be necessary, we may in our discretion, ship you a replacement Computer Device 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 for which Dell currently offers CompleteCare, 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 provide 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 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. For example, if no claim has been made under this Agreement and you cancel this Agreement within 30 days of your receipt of it, this Agreement shall be void and we shall send you a full refund of the purchase price of 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.

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 hardware warranty from Dell or third party manufacturers of Computer Devices we distribute. Please consult the applicable limited warranty statements for your rights and remedies under those limited warranties. (For the Dell Limited Hardware Warranty please see www.dell.com/warranty).
- g. Binding Arbitration. ANY CLAIM, DISPUTE, OR CONTROVERSY (WHETHER IN CONTRACT, TORT, OR OTHERWISE, WHETHER PREEXISTING, PRESENT OR FUTURE, AND INCLUDING STATUTORY, CONSUMER PROTECTION, COMMON LAW, INTENTIONAL TORT AND EQUITABLE CLAIMS) BETWEEN CUSTOMER AND DELL SHALL BE RESOLVED EXCLUSIVELY AND FINALLY BY BINDING ARBITRATION ADMINISTERED BY THE NATIONAL ARBITRATION FORUM (NAF) ACCORDING TO THE TERMS IN DELL'S U.S. TERMS AND CONDITIONS OF SALE (See www.dell.com/terms).
- h. State Specific Provisions. The terms stated in this paragraph are specific to warranties and services purchased for a separate charge in certain states. If you are not a permanent resident of the state identified in each paragraph below at the time you purchase the service for a separate charge, then you are not eligible for these rights and/or remedies. We are not obligated to provide the service under these terms except in the states specified below.
- Hawaii Customers. If you cancel this Agreement pursuant to the procedures for cancellation set forth in 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 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.
 - New York Customers. If you cancel this Agreement pursuant to the procedures for cancellation set forth in this Agreement 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. In addition to the services specified under this Agreement, Dell will provide repair and replacement services as to defects in materials or workmanship, or wear and tear, to the extent provided in Dell's Limited Hardware Warranty (see <http://www.dell.com/warranty>), including any warranty extensions, the provisions of which Limited Hardware Warranty are incorporated by reference herein. Dell's Limited Hardware Warranty may be included with the purchase and in the price of the covered hardware. Such incorporation by reference shall not enlarge or diminish your rights or Dell's obligations under the Limited Hardware Warranty, provided, however, the duration of this Agreement shall not extend beyond the duration of the Limited Hardware Warranty (including any warranty extensions). In the event of a conflict between the provisions of this Agreement and the Limited Hardware Warranty, the provisions of this Agreement shall control.
 - Oregon Customers. The obligations of Dell Marketing L.P. under this Agreement are backed by the full faith and credit of Dell Inc. The contact information for both Dell Marketing L.P. and Dell Inc. is One Dell Way, Round Rock, TX 78682, Attn: Service and Support Department, (800) 624-9897. The arbitration provisions in this Agreement do not apply to the extent those provisions are expressly prohibited by Oregon law. Those laws may give you certain rights, such as a right to exhaust internal appeals prior to arbitration and a right to arbitrate in Oregon (unless you and Dell agree otherwise) with Oregon law as the governing law.