

RODNEY LARSON
2803 E 38TH ST APT 301
MINNEAPOLIS, MN 55406-4416

Thank you for your recent purchase from Dell. As part of your order, you purchased a Service Plan Agreement that provides in-home service for your Dell product. The Service Plan Agreement is referenced on your Dell invoice as "TWG In-Home Service after Remote Diagnosis," and the Agreement is provided by National Product Care Company and administered by Dell Marketing L.P. This document contains important information about the Service Plan Agreement including the terms and conditions.

Please save this Agreement with your important documents. In the event that you lose this Agreement, please be aware that a copy is posted at www.dell.com/servicecontracts. We appreciate your business and welcome the opportunity to serve you.

For convenience, the details of your Service Plan Agreement are shown below. The term of this Agreement begins on the effective date. Please note that this document is not a bill for additional amounts. The Agreement price reflected below was included in the overall price of your order from Dell.

SERVICE PLAN AGREEMENT Information Page								
RODNEY LARSON 2803 E 38TH ST APT 301 MINNEAPOLIS, MN 55406-4416				Sales Rep:DELL & ACCESS Technical Support: 1-800-624-9896 Customer Support: 1-800-624-9897				
This agreement covers the item(s) listed below:								
DESCRIPTION	MODEL	SERIAL NO.	DELL INVOICE NO.	SEQUENCE NO.	EFFECTIVE DATE	SERVICE	TERM	AGREEMENT PRICE
INSPIRON N4010	4IN		577134450	39	1/11/2011	Labor Only	12 months	53.00
DEC - (07/10)								

Thank you again for giving us the opportunity to serve you.

National Product Care Company

Consumer In-Home Hardware Service After Remote Diagnosis

Please take the time to read the following Terms and Conditions under which We, the obligor defined below, agree to provide the In-Home repair services for System issues covered by Your Dell Limited Hardware Warranty (see www.dell.com/warranty). This Agreement is between You and Us. We are not an agent for Dell, Inc. or its affiliates ("Dell") and do not have the authority to act on behalf of Dell. The purchase price for this Agreement is stated on Your Information Page. Purchase of this Agreement is not required for purchase of the System. Any required parts are provided under Dell's Limited Hardware Warranty. This form describes the service You will have in return for payment by You.

1. DEFINITIONS:

- A. "Obligor", "We", "Us" and "Our" mean the company obligated under this Agreement, **National Product Care Company, 175 West Jackson Blvd, Chicago, Illinois, 60604**, except in Arizona, Florida, Oklahoma and Wisconsin, where it is **SERVICE SAVER, INCORPORATED, 175 West Jackson Blvd, Chicago, Illinois, 60604**; in Florida, the license number is: 80173; in Texas, where it is **National Product Care Company dba Texas National Product Care Company, Inc., 175 West Jackson Blvd, Chicago, Illinois, 60604**; or in Maine, where it is the manufacturer.
- B. "You" and "Your" mean the purchaser of the System(s) and any authorized transferee/assignee of the purchaser.
- C. "Administrator" means Dell Marketing L.P. One Dell Way, Round Rock, TX 78682 (877) 293-1197.
- D. "System" means the Dell product covered under this Agreement as described on Your Information Page. The System can be comprised of the following components: monitor; central processing unit (CPU); input device (such as a keyboard); a data storage device (such as a disk drive); and any other components that are described specifically on Your Information Page or are standard components (at the time of purchase) of the model of the Dell System You purchased.
- E. "Servicer" means In-Home Technician dispatched by the Administrator on Our behalf.
- F. "Agreement" means the terms, conditions, limitations and exclusions, including the Information Page.
- G. "Dell's Limited Hardware Warranty" means Your Dell Limited Hardware Warranty provided by Dell for Your System.

2. SERVICE ONLY REPAIR PLAN:

- A. **Term:**
The term of this Agreement begins on the date specified on the Information Page for this Agreement and continues for the period indicated on such Information Page. In the event Your System is being serviced by a Servicer when this Agreement expires, the term of this Agreement will be extended until the covered repair has been completed.
- If renewed, the renewed service agreement's term and coverage begin upon expiration of Your current Agreement and continue for the period indicated on the Information Page for the renewal service agreement.
- B. **Coverage:**
If Your System's failure is covered by Dell's Limited Hardware Warranty and that failure is not resolved remotely and In-Home service by a Servicer is required, then a Servicer will be dispatched by the Administrator, following completion of diagnosis or troubleshooting, as further described under this Agreement. This Agreement will only involve such services as are required to restore Your System's operational capability. The System must fail during normal usage. Any required parts will be provided pursuant to the Dell Limited Hardware Warranty.
- C. **Limit of Liability:**
Your exclusive remedy and Our entire liability in contract, tort or otherwise, under this Agreement is the repair of the defective system or components in accordance with this Agreement. If We are unable to make such repairs, Your exclusive remedy and Our entire liability will be the payment of actual damages not to exceed the charge paid by You in the preceding twelve (12) months for this Agreement or, if no charge was paid, the then-current published annual charges for this type of agreement. Under no circumstances will We, Dell, Administrator, or Servicer be liable to You or any other person for any damages, including, without limitation, any indirect, incidental, special, or consequential damages, expenses, cost, profits, lost savings or earnings, lost or corrupted data, or other liability arising out of or related to this Agreement, or out of the installation, deinstallation, use of, or inability to use the System, or out of the use of any service materials provided hereunder.

3. WHAT TO DO WHEN YOUR SYSTEM FAILS TO OPERATE:

- A. **Steps Required under Your Dell Limited Hardware Warranty:**
- Call for Telephone-based Assistance.** Diagnosis or troubleshooting under Your Dell Limited Hardware Warranty (see www.dell.com/warranty) is required prior to receiving In-Home service under this Agreement. For service support call one of the following:
 - Technical Support (800) 624-9896
 - Customer Service (800) 624-9897
 - Prepare for the Call.** You will help the telephone technician serve You better if You have the following information and materials ready when You call: Your System's invoice and serial numbers; service tag number; model and model numbers; the current version of the operating System You are using; and the brand names and models of any peripheral devices (such as a modem) You are using. Please also tell the telephone technician the full address of Your System's location. **Prior to requesting service, it is Your responsibility to back up the software and data on Your System's hard disk drive and on any other storage device(s) in the System.**
- B. **Explain Your Problem to the Telephone Technician.** Now You are ready to describe the problem You are having with Your System. Let the telephone technician know what error message You are getting and when it occurs; what You were doing when the error occurred; and what steps You may have already taken to solve the problem.
- C. **Cooperate with the Telephone Technician to Solve Your Problem.** Experience shows that most System problems and errors can be corrected over the phone as a result of close cooperation between the user and the telephone technician. Listen carefully to the telephone technician and follow the telephone technician's suggestions. Diagnostic or troubleshooting steps under the Dell Limited Hardware Warranty are an essential aspect to reaching the right resolution for Your issue. These steps may require more than one call or an extended session, and You may be asked to access the inside of Your System where safe to do so.
- D. **Parts Provided Pursuant to Dell's Limited Hardware Warranty**
Customer Replaceable Units and Whole Unit Replacement. If during telephone-based troubleshooting the telephone technician determines that the defective unit is one that is easily disconnected and reconnected, such as a keyboard, monitor, hard drives in portable

Consumer In-Home Hardware Service After Remote Diagnosis

computers, or any other component designated from time to time as a component that may be replaced by the customer, You may receive such component to install without a Servicer arriving to perform In-Home service.

If the telephone technician determines that the System is one that should be replaced as a whole unit, a whole replacement unit with a prepaid return mailing label for the defective return may be sent directly to You. You are required to return the defective unit within ten (10) days.

If the telephone technician determines that the defective unit is one that is not easily disconnected and reconnected, You authorize the Servicer

to act as Your service agent to deliver the replacement unit to You in person and to return the defective unit to Dell.

Warranty Parts. If the telephone technician determines that Your System needs a replacement part, a part will be dispatched pursuant to Dell's Limited Hardware Warranty following completion of the diagnosis or troubleshooting. You authorize the Servicer to act as Your service agent to handle the delivery and return of the Dell Limited Hardware Warranty parts necessary to render In-Home repairs. You may incur a charge if You fail to allow the Servicer to return non-working/unused units or warranty part(s) to Dell. If the replacement unit is not delivered in person by the Servicer, You may then incur a charge from Dell if You fail to return the non-working/unused units or warranty part(s) to Dell within the ten (10) day return period.

4. IN-HOME SERVICE INFORMATION:

- If Your System's issue is covered by Dell's Limited Hardware Warranty and that issue is not resolved remotely, the Administrator will dispatch a Servicer, following completion of the diagnosis or troubleshooting, as described under this Agreement.

Until You have complied with the above procedures, the Administrator cannot dispatch a Servicer to perform In-Home repairs.

- Both the performance of service and service response times depend upon the time of day Your call is received, the service alternative You purchased, parts availability, geographical restrictions, weather conditions and the terms of this Agreement. If You follow the procedures detailed in this Agreement and In-Home service by a Servicer is required, then, in most cases, the Administrator will dispatch a Servicer to arrive at Your location for service the next business day during Your Principal Period of Maintenance, or "PPM", as follows:
 - **In-Home Service.** The PPM is Monday through Friday, excluding regularly observed holidays. If the Servicer is dispatched for service after 5:00 p.m., then the Servicer may take an additional business day to arrive at Your location.
 - **Nights and Weekends In-Home Service.** The PPM for Nights and Weekends Service is 8:00 a.m. to 9:00 p.m., Monday through Friday, and Saturday and Sunday from 8:00 a.m. through 5:00 p.m., excluding regularly observed holidays. If the Servicer

is dispatched for service after 5:00 PM, then the Servicer may take an additional business day to arrive at Your location. If the Servicer is dispatched on a Thursday after 5:00 p.m., Nights and Weekends Service is unavailable on the following Friday, Saturday and Sunday, and the Servicer may take an additional business day to arrive at Your location. The service alternative You purchased is recorded on Your Information Page.

- **Time.** All references to time mean the customer's local time.
- **Holidays** Regular holidays shall include New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, and Christmas Day, unless You are otherwise notified by the Administrator.
- **An Adult Must Be Present At Residences.** An adult must be present at all times during the Servicer's visit.
- **Assistance You must Provide.** The Servicer must receive full access to the System and have working space, electricity, and a local telephone line. If these requirements are lacking, then We are not obligated to provide service under this Agreement.
- **If You Miss The Service Visit.** If You or Your authorized representative is not at the location when the Servicer arrives, We regret that the Servicer cannot service Your System. The Servicer will leave a card to let You know he or she was there. If this occurs, You may be required to pay an additional charge for a follow-up service call.

5. WHAT IS NOT COVERED:

- A. PARTS;
- B. PRODUCTS NOT COVERED BY DELL'S LIMITED HARDWARE WARRANTY;
- C. PRODUCT REPAIRS THAT ARE A RESULT OF A RECALL;
- D. PERIODIC CHECKUPS AND/OR PREVENTATIVE MAINTENANCE AS DIRECTED BY ANYONE OTHER THAN US OR OUR REPRESENTATIVES;
- E. INHERENT PRODUCT DEFECTS OR PARTS FAILURE DUE TO A RECALL;
- F. ANY AND ALL PRE-EXISTING CONDITIONS THAT OCCUR PRIOR TO THE EFFECTIVE DATE OF THIS AGREEMENT AND/OR ANY PRODUCT SOLD "AS-IS" INCLUDING BUT NOT LIMITED TO FLOOR MODELS, DEMONSTRATION MODELS, ETC.;
- G. REPAIRS DUE TO NORMAL WEAR AND TEAR UNLESS TIED TO A FAILURE AND ITEMS NORMALLY DESIGNED TO BE PERIODICALLY REPLACED BY YOU DURING THE LIFE OF THE SYSTEM, DAMAGE FROM ACCIDENT, ABUSE, MISUSE, MISHANDLING, INTRODUCTION OF FOREIGN OBJECTS INTO THE SYSTEM, UNAUTHORIZED MODIFICATIONS OR ALTERATIONS TO A SYSTEM, ANY SYSTEM WITH REMOVED OR ALTERED SERIAL NUMBERS, FAILURE TO FOLLOW THE MANUFACTURER'S INSTRUCTIONS, AND EXTERNAL CAUSES INCLUDING THIRD PARTY ACTIONS, FIRE, THEFT, INSECTS, ANIMALS, EXPOSURE TO WEATHER CONDITIONS, EXTREME TEMPERATURE, WINDSTORM, SAND, DIRT, HAIL, EARTHQUAKE, FLOOD, WATER, ACTS OF GOD OR CONSEQUENTIAL LOSS OF ANY NATURE;
- H. LOSS OR DAMAGE CAUSED BY WAR, INVASION OR ACT OF FOREIGN ENEMY, HOSTILITIES, CIVIL WAR, REBELLION, RIOT,

STRIKE, LABOR DISTURBANCE, LOCKOUT, OR CIVIL COMMOTION;

- I. INCIDENTAL, CONSEQUENTIAL OR SECONDARY DAMAGES OR DELAY IN RENDERING SERVICE UNDER THIS AGREEMENT, OR LOSS OF USE DURING THE PERIOD WHILE AWAITING SERVICE;
- J. ANY PRODUCT USED IN A COMMERCIAL SETTING OR ON A RENTAL BASIS;
- K. FAILURES THAT OCCUR OUTSIDE OF THE 50 STATES OF THE UNITED STATES OF AMERICA, INCLUDING THE DISTRICT OF COLUMBIA;
- L. UNAUTHORIZED REPAIRS;
- M. ACCESSORIES USED IN CONJUNCTION WITH A SYSTEM;
- N. ANY IN-HOME SERVICE BY A SERVICER NOT DISPATCHED BY THE ADMINISTRATOR;
- O. SERVICE WHERE NO PROBLEM CAN BE FOUND;
- P. FAILURES WHICH ARE NOT REPORTED WITHIN THE TERM OF THIS AGREEMENT;
- Q. FAILURE AS A RESULT FROM RUST OR CORROSION ON ANY SYSTEM OR PART;
- R. INCORRECT CONNECTION OF SIGNAL LEADS OR INCORRECT ELECTRICAL SUPPLY AND FAILURE OR IMPROPER USE OF ANY ELECTRICAL SOURCE;
- S. ABNORMAL VARIATION OF ELECTRICITY;
- T. DAMAGE INCURRED WHILE MOVING THE SYSTEM TO ANOTHER LOCATION;
- U. MODIFICATIONS TO MEET CHANGES IN FEDERAL, STATE OR LOCAL CODES AND REGULATIONS;

Consumer In-Home Hardware Service After Remote Diagnosis

- V. ANY RELATED NETWORK PROBLEMS OR ANY SERVICE THAT WOULD BE UNIQUE TO THE SYSTEM'S OPERATION ON A NETWORK;
- W. ANY LOSS OF ANY SOFTWARE OR DATA;
- X. INSTALLATION, DE-INSTALLATION, OR RELOCATION SERVICES AND OPERATING SUPPLIES;
- Y. REPAIRS NECESSITATED BY THE LOADING OF SOFTWARE, SOFTWARE CONFIGURATIONS OR ANY DATA FILES;

6. CONDITIONS:

A. Renewal:

Prior to the expiration of Your Agreement, You may extend Your Agreement term based on the available options then in effect for Your System. Agreement extensions may be purchased by calling the Administrator at (877) 293-1197.

B. Transferability:

Subject to the limitations set forth in this Agreement, You may transfer this Agreement to anyone who buys Your entire System before the expiration of Your Agreement term (as specified on Your Information Page), provided You are the original purchaser of the System and this Agreement, or You have purchased the System and this Agreement from its original owner (or a previous transferee) and have complied with all the transfer rules in this Agreement.

To Transfer This Service Agreement:

- Using the Internet: Complete the on-line form located at: <http://www.support.dell.com>
- Using Fax: Fax a completed request to Fax #: (512) 728-8063

C. Territories:

This Agreement between You and Us is valid on System(s) purchased in the United States only, and the services to be provided under this Agreement apply only in the continental United States, Alaska, and Hawaii, and only to the extent such services address issues covered by Your System's Dell Limited Hardware Warranty (see www.dell.com/warranty).

D. Dispute Resolution- Arbitration:

This Agreement requires binding arbitration if there is an unresolved dispute between You and Us concerning this Agreement (including the cost of, lack of or actual repair or replacement arising from a failure). Under this Arbitration provision, You give up Your right to resolve any dispute arising from this Agreement by a judge and/or a jury. You also agree not to participate as a class representative or class member in any class action litigation, any class arbitration or any consolidation of individual arbitrations. In arbitration, a group of three arbitrators (each of whom is an independent, neutral third party) will give a decision after hearing Your and Our positions. The decision of a majority of the arbitrators will determine the outcome of the arbitration and the decision of the arbitrators shall be final and binding and cannot be reviewed or changed by, or appealed to, a court of law.

To start arbitration, either You or We must make a written demand to the other party for arbitration. This demand must be made within one (1) year of the earlier of the date the failure occurred or the dispute arose. You and We will each separately select an arbitrator. The two arbitrators will select a third arbitrator called an "umpire." Each party will each pay the expense of the arbitrator selected by that party. The expense of the umpire will be shared equally by You and Us. Unless otherwise agreed to by You and Us, the arbitration will take place in the county and state in which You live. The arbitration shall be governed by the Federal Arbitration Act (9 U.S.C.A. § 1 et. seq.) and not by any state law concerning arbitration. The rules of the American Arbitration Association (www.adr.org) will apply to any arbitration under this Agreement. The laws of the state of Illinois (without giving effect to its conflict of law principles) govern all matters arising out of or relating to

this Agreement and all transactions contemplated by this Agreement, including, without limitation, the validity, interpretation, construction, performance and enforcement of this Agreement.

E. Cancellation:

You may cancel this Agreement for any reason at any time. Please contact the Administrator at (877) 293-1197. If You cancel Your Agreement within thirty (30) days of receipt of Your Agreement, You will receive a full refund. If You cancel after thirty (30) days of receipt of Your Agreement, You will receive a pro-rata refund based on the time expired less a twenty-five dollar (\$25) cancellation fee, or ten percent (10%) of the purchase price (whichever is less), less the cost of claims paid.

We may cancel this Agreement for fraud, material misrepresentation or non-payment by You; or if required to do so by a regulatory authority.

Notice of such cancellation will be in writing and given at least thirty (30) days prior to cancellation. If We cancel, the return premium is based upon one-hundred percent (100%) of the unearned pro-rata premium.

We also may immediately cancel this Agreement and You will not be entitled to a refund if You fail to make any payment when due, if You fail to provide a location that is a home or office environment that is conducive to computer repair, if You insist on service to be provided at varying locations, if You fail to properly restrain a pet, if You threaten the Servicer either verbally or physically, if Your location or the general area where the System is located is dangerous, infested with insects, rodents pests, biohazards, human or animal excrement and/or chemicals as reasonably determined to be unsafe by the Servicer.

Neither We nor You may institute any action in any form arising out of this Agreement more than eighteen (18) months after the cause of action has arisen, or in the case of nonpayment, more than eighteen (18) months from the date of last payment.

F. Entire Agreement:

This is not a contract of insurance. This is the entire Agreement between the parties, it supersedes all prior oral and written proposals and communications pertaining to the subject matter hereof, and no representation, promise or condition not contained herein shall modify these items. The Obligor under this Agreement is insured by a policy of insurance issued by Virginia Surety Company, Inc., 175 West Jackson Blvd, Chicago, Illinois, 60604, (800) 209-6206, providing coverage in the event the Obligor refuses to pay a valid claim, ceases to operate, or is bankrupt. If We do not pay a claim within sixty (60) days of submitting the claim, the claim can be submitted to the insurer at the above address.

Consumer In-Home Hardware Service After Remote Diagnosis

7 STATE VARIATIONS:

State Variations: The following state variations will control if inconsistent with any other provisions:

- (1) **In Arizona:** In Section 3 "WHAT IS NOT COVERED," exclusion (F) is removed. The following statement is added to Section 6.D "Dispute Resolution - Arbitration": Arbitration does not preclude the Arizona consumer's right to file a complaint with the Arizona Department of Insurance, Consumer Affairs Division 800-325-2548. The following statement is added to section 6.E "Cancellation": No claim incurred or paid will be deducted from the amount to be returned in the event of cancellation. See also (22) below.
- (2) **In Arkansas:** The following statement is added to Section 6.F "Entire Agreement": If We do not pay a claim within sixty (60) days of submitting the claim, the claim can be submitted to the insurer at the above address. A claim submitted to the insurer may include a claim of the unearned premium in the event of a cancellation. The following is added to this Agreement: This Agreement excludes pre-existing conditions. See also (21) below.
- (3) **In California:** The following statement is added to Section 6.D "Dispute Resolution - Arbitration": This arbitration provision does not prohibit a California resident from following the process to resolve complaints as outlined by the California Bureau of Electronic and Appliance Repair (BEAR). To learn more about this process, You may contact BEAR at 1-800-952-5210, or You may write to Department of Consumer Affairs, 3485 Orange Grove Avenue, North Highlands, California, 95660, or You may visit their website at www.bear.ca.gov. Section 6.E "Cancellation" is amended as follows: In the event You cancel this Agreement within sixty (60) days of receipt of this Agreement, You shall receive a full refund of any payments made by You under this Agreement. In the event You cancel this Agreement after sixty (60) days of receipt of this Agreement, You shall receive a pro-rata refund of any amount paid based upon elapsed time less an administrative fee not to exceed ten percent (10%) of the price of this Agreement or twenty-five dollars (\$25.00), whichever is less, and less any claims that have been paid or repairs that have been made.
- (4) **In Connecticut:** The following statement is added to Section 6.D "Dispute Resolution - Arbitration": The State of Connecticut has established an arbitration process to settle disputes arising from service agreements. If You purchased this Agreement in Connecticut, You may pursue arbitration to settle disputes between You and the provider of this Agreement. A written complaint may be mailed to: State of Connecticut, Insurance Department, P. O. Box 816, Hartford, CT 06142-0186, Attn: Consumer Affairs. The written complaint must contain a description of the dispute, the purchase price of the System, the cost of repair and a copy of this Agreement. The following statement is added to section 6.E "Cancellation": You may cancel this Agreement if You return the System, or if the System is sold, lost, stolen or destroyed. See also (22) below.
- (5) **In Florida:** Section 6.D "Dispute Resolution - Arbitration" is removed. Section 6.E "Cancellation" is amended as follows: If You cancel this Agreement, You will receive a pro-rata refund based upon ninety percent (90%) of the unearned pro-rata premium less the cost of any claims paid or repairs made on Your behalf. If We cancel this Agreement, return of premium shall be based upon one hundred percent (100%) of unearned pro-rata premium.
- (6) **In Georgia:** In Section 3 "WHAT IS NOT COVERED", exclusion (F) is changed to: "Any and all pre-existing conditions known by You that occur prior to the effective date of this Agreement and/or any costs to repair any product sold used, damaged or "as-is" including but not limited to floor models, demonstration models, etc." Section 6.D "Dispute Resolution - Arbitration" is removed. Section 6.E "Cancellation" is amended as follows: If You cancel after sixty (60) days of receipt of Your Agreement, You will receive a pro-rata refund of the Agreement price. We may not cancel this Agreement except for fraud, material misrepresentation, or nonpayment by You. Any refund owed and not paid as required is subject to a penalty equal to twenty-five percent (25%) of the refund owed and interest of eighteen percent (18%) per year until paid; however, such penalty shall not exceed fifty percent (50%) of the amount of the refund. If We cancel this Agreement, notice of such cancellation will be in writing and given at least thirty (30) days prior to cancellation. Cancellation will comply with Section 33-24-44 of the Code of Georgia. Claims paid and cancellation fees shall not be deducted from any refund owed as a result of cancellation. See also (22) below.
- (7) **In Michigan:** The following statement is added to Section 2.A. "Term": If performance under this Agreement is interrupted because of a strike or work stoppage at Our place of business, the effective period of the Agreement shall be extended for the period of the strike or work stoppage.
- (8) **In Missouri:** The following statement is added to Section 6.F "Entire Agreement": If We do not pay a claim within sixty (60) days of submitting the claim, the claim can be submitted to the insurer at the above address. A claim submitted to the insurer may include a claim for return of the unearned premium in the event of a cancellation. See also (21) below.
- (9) **In Nevada:** You are not required to pay a deductible to receive the service. The following statement is added to Section 6.D "Dispute Resolution - Arbitration": The laws of the state of Nevada (without giving effect to its conflict of law principles) govern all matters arising out of or relating to this Agreement and all transactions contemplated by this Agreement, including, without limitation, the validity, interpretation, construction, performance and enforcement of this Agreement. Section 6.E "Cancellation" is replaced with the following:
No claim incurred or paid will be deducted from the amount to be returned in the event of cancellation. See also (21) below. You may cancel this Agreement at any time by following the procedures for cancellation set forth in 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 as specified on the Information Page for this Agreement. 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 as specified on the Information Page for this Agreement. 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 service under this Agreement;
• 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 service due under this Agreement; or
• A material change occurs to the nature or scope of the 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 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 as specified on the Information Page for this Agreement for every thirty (30) days such refund is delayed beyond the 45-day period.
- (10) **In New Hampshire:** The following statement is added to Section 6.F "Entire Agreement": If We do not pay a claim within sixty (60) days of submitting the claim, the claim can be submitted to the insurer at the above address. In the event You do not receive satisfaction under this Agreement, You may contact the New Hampshire Insurance Department, 21 South Fruit Street, Concord, New Hampshire, 03021, (603) 271-2261.
- (11) **In New Mexico:** Section 6.E "Cancellation" is amended as follows: If this Agreement has been in force for a period of seventy (70) days, We may not cancel before the expiration of the Agreement term or one (1) year, whichever occurs first, unless: 1) You fail to pay any amount due;

Consumer In-Home Hardware Service After Remote Diagnosis

- 2) You are convicted of a crime which results in an increase in the service required under the Agreement; 3) You engage in fraud or material misrepresentation in obtaining this Agreement; or 4) You commit any act, omission, or violation of any terms of this Agreement after the effective date of this Agreement which substantially and materially increase the service required under this Agreement. See also (21) below.
- (12) In North Carolina:** Section 6.E "Cancellation" is amended as follows: We may not cancel this Agreement except for nonpayment by You or for violation of any of the terms and conditions of this Agreement. The following statement is added to Section 6.F "Entire Agreement: You understand that the purchase of this Agreement is not required to purchase or to obtain financing for the System. See also (21) and (22) below.
- (13) In Oklahoma:** Section 6.E "Cancellation", is deleted and replaced with the following: You may cancel this Agreement for any reason at any time. To cancel, contact the Administrator in writing. If You cancel within the first thirty (30) days of receipt of Your Agreement, You will receive a full refund. If You cancel after thirty (30) days, You will receive a pro-rata refund based on one-hundred percent (100%) of the unearned pro-rata premium, less ten percent (10%) of the unearned pro-rata premium or twenty-five dollars (\$25.00), whichever is less. No claim incurred or paid nor any repair made, will be deducted from the amount to be returned in event of cancellation. We may not cancel this Agreement except for fraud, material misrepresentation or non-payment by You. Notice of such cancellation will be mailed to You at least thirty (30) days prior to cancellation. If We cancel, the return premium is based on one-hundred percent (100%) of the unearned pro-rata premium. NOTICE: This service warranty is not issued by the manufacturer or wholesale company marketing the product. This service warranty will not be honored by such manufacturer or wholesale company. The following statements have been added: a) Coverage afforded under this contract is not guaranteed by the Oklahoma Insurance Guaranty Association.; b) Obligations of the obligor under this service warranty are insured by a service agreement reimbursement policy with Virginia Surety Company, Inc. 175 West Jackson Blvd. 11th Floor, Chicago, IL 60604.; c) Oklahoma service warranty Statutes do not apply to commercial use references in service warranty contract.
- (14) In Oregon:** Section 6.D "Dispute Resolution - Arbitration" is removed. See also (22) below.
- (15) In South Carolina:** The following statement is added to Section 6.F "Entire Agreement": If You purchased this Agreement in South Carolina, complaints or questions about this Agreement may be directed to the South Carolina Department of Insurance, P.O. Box 100105, Columbia, South Carolina 29202-3105, telephone number (803) 737-6180. See also (21) below.
- (16) In Texas:** The following statement is added to Section 6.E "Cancellation": If You cancel Your Agreement within sixty (60) days of receipt of Your Agreement, Your Agreement will be voided. If Your Agreement is voided and You do not receive a refund or credit within thirty (30) days of receipt of the returned service Agreement, You may request a refund from Virginia Surety Company, Inc., [175 West Jackson Blvd, Chicago, Illinois, 60604], and a ten percent (10%) penalty per month shall be applied to the refund. The following statement is added to Section 6.F "Entire Agreement": If You purchased this Agreement in Texas, unresolved complaints or questions concerning the regulation of service agreements, may be addressed to the Texas Department of Licensing and Regulation at PO Box, 12157, Austin, TX 78711, telephone number (512) 463-2906 or 800-803-9202. See also (22) below.
- (17) In Utah:** You are not required to pay a deductible to receive service. Section 6.D "Dispute Resolution - Arbitration" is removed and replaced with: Any matter in dispute between You and Us may be subject to arbitration as an alternative to court action pursuant to the rules of the American Arbitration Association, a copy of which is available on request from Us. Any decision reached by arbitration shall be binding upon both You and Us. The arbitration award may include attorney's fees if allowed by state law and may be entered as a judgment in any court of proper jurisdiction. The laws of the state of Utah (without giving effect to its conflict of law principles) govern all matters arising out of or relating to this Agreement and all transactions contemplated by this Agreement, including, without limitation, the validity, interpretation, construction, performance and enforcement of this Agreement. Section 6.E "Cancellation" is amended as follows: We can cancel the Agreement during the first sixty (60) days of the initial annual term by mailing to You a notice of cancellation at least thirty (30) days prior to the effective date of cancellation except that We can also cancel the Agreement during such time period for nonpayment of premium by mailing You a notice of cancellation at least ten (10) days prior to the effective date of cancellation. After sixty (60) days have elapsed, We may cancel the Agreement by mailing a cancellation notice to You at least ten (10) days prior to the cancellation date for cancellations due to nonpayment of premium, and thirty (30) days prior to cancellation date for any of the following reasons: (a) material misrepresentation, (b) substantial change in the risk assumed, unless We should reasonably have foreseen the change or contemplated the risk when entering into the Agreement, (c) substantial breaches of contractual duties, conditions, or warranties. The notice of cancellation must be in writing to You at Your last known address and contain all of the following: (1) the order number for Your purchase of this Agreement, (2) the date of notice, (3) the effective date of the cancellation and, (4) a detailed explanation of the reason for cancellation. The following statement is added to Section 6.F "Entire Agreement": Coverage afforded under this Agreement is not guaranteed by the Property and Casualty Guaranty Association. Proof of loss should be furnished by You to the Administrator as soon as reasonably possible. Failure to furnish such notice or proof within the time required by this Agreement does not invalidate or reduce a claim. This Agreement is subject to limited regulation by the Utah Insurance Department. To file a complaint, contact the Utah Insurance Department. See also (22) below. Replacement parts used in covered repairs may include new, remanufactured, used or non-original equipment manufacturer parts. The following statement is added to Section 3.A.1. "Steps Required under Your Dell Limited Hardware Warranty": Our telephone lines are open 24-hours a day, 7 days a week.
- (18) In Washington:** The following statement is added to Section 6.F "Entire Agreement": If We do not pay a claim within sixty (60) days of submitting the claim, the claim can be submitted to the insurer at the above address. You are not required to wait sixty (60) days before filing a claim directly with the insurer. See also (21) below.
- (19) In Wisconsin:** In Section 3 "WHAT IS NOT COVERED", exclusion (K) is removed. The following statement is added to Section 6.D "Dispute Resolution - Arbitration": Arbitration must be agreed to by all parties involved. The following statement is added to Section 6.E "Cancellation": Claims paid or the cost of repairs performed shall not be deducted from the amount to be refunded upon cancellation of this Agreement. The following statement is added to Section 6.F "Entire Agreement": This Agreement is subject to limited regulation by the Office of the Commissioner of Insurance. Proof of loss should be furnished by You to the Administrator as soon as reasonably possible and within one (1) year after the time required by this Agreement. Failure to furnish such notice or proof within the time required by this Agreement does not invalidate or reduce a claim. See also (22) below.
- (20) In Wyoming:** The following statement is added to Section 6.D "Dispute Resolution - Arbitration": Arbitration can only be final and binding if agreed to by the parties involved and in a separate written agreement. See also (21) and (22) below.
- (21) In Alabama, Arkansas, Hawaii, Maryland, Minnesota, Missouri, Nevada, New Mexico, New York, North Carolina, South Carolina, Washington and Wyoming:** The following statement is added to Section 6.E "Cancellation": If You cancel Your Agreement within sixty (60) days of receipt of Your Agreement and do not receive a refund or credit within thirty (30) days of receipt of the returned service Agreement, a ten percent (10%) penalty per month shall be applied to the refund.
- (22) In Alabama, Arizona, Connecticut, Georgia, Illinois, Kentucky, Montana, New York, North Carolina, Ohio, Oregon, Texas, Utah, Wisconsin and Wyoming:** The following statement is added to Section 6.F "Entire Agreement": If We do not pay a claim within sixty (60) days of submitting the claim, the claim can be submitted to the insurer at the above address.