



**Services Agreement - Terms and Conditions**  
**Advanced Windows 2000/NT/XP Support**  
**For Dell OptiPlex™ & Dell Precision™**

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BY ACCEPTING THE SERVICES AND SUPPORT DESCRIBED ON YOUR INVOICE, YOU AGREE TO BE BOUND BY AND ACCEPT THE TERMS AND CONDITIONS HEREIN. THESE TERMS AND CONDITIONS (THE "AGREEMENT") WILL SUPPLEMENT THE TERMS AND CONDITIONS OF ANY APPLICABLE OVERRIDING SIGNED PURCHASE AGREEMENT BETWEEN YOU AND DELL (INCLUDING WITHOUT LIMITATION, DELL'S STANDARD CUSTOMER PURCHASE AGREEMENT) OR, IN THE ABSENCE OF SUCH AN AGREEMENT, DELL'S STANDARD INVOICE TERMS AND CONDITIONS OF SALE (SEE WWW.DELL.CA). IF THERE IS ANY INCONSISTENCY BETWEEN THIS AGREEMENT AND THE APPLICABLE PURCHASE AGREEMENT OR DELL'S STANDARD INVOICE TERMS AND CONDITIONS OF SALE, THEN THE TERMS OF THE APPLICABLE PURCHASE AGREEMENT OR THE STANDARD INVOICE TERMS AND CONDITIONS OF SALE SHALL PREVAIL. THIS AGREEMENT IS BETWEEN YOU AND DELL CANADA INC., FORMERLY DELL COMPUTER CORPORATION, A CANADIAN CORPORATION ("DELL", "OUR" OR "WE"). ALL CAPITALIZED TERMS AND CONDITIONS NOT DEFINED HEREIN SHALL HAVE THE MEANING SPECIFIED IN THE AFOREMENTIONED SIGNED PURCHASE AGREEMENT OR DELL'S STANDARD INVOICE TERMS AND CONDITIONS.

If you purchased Advanced Windows 2000 Professional Support and/or Advanced Windows NT Workstation 4.0 , or Windows XP Professional Support for Dell OptiPlex and Dell Precision, Dell will provide Windows NT, 2000 or Windows XP support services (the "Support") to you pursuant to the following terms and conditions:

1. **Products Covered ("Covered Product"):** Windows NT, Windows 2000, or Windows XP Support is available only on factory-installed versions of Windows NT Workstation 4.0, Windows 2000 Professional, or Windows XP Professional and service packs shipped with Dell OptiPlex Desktop and Dell Precision Workstations. The OptiPlex and Precision systems for which you purchased the named Windows operating systems Support are identified through the Dell service tag.
2. **Scope of Services:**
  - a. Dell will help you to resolve your problems by providing electronic and telephone assistance to your designated representative. You may purchase the named Windows operating system Support as an annual contract for the period of 12, 24, or 36 months. A resolution is the initial contact call and any subsequent calls necessary to resolve the issue for you. If at any time during which we're providing Windows operating systems Support services, you have questions or concerns, please contact your Dell Sales Representative or Dell Technical Support at 1-800-387-5757. Please have your original sales order number available and/or your express service code or system service tag number (the five or seven digit alphanumeric number).

**Windows 2000 Professional Support Services**

We will use commercially reasonable efforts to provide the following enhanced Windows 2000 Professional Support services to you:

1. **Backup and Restore**
    - Backup system using factory installed Removable Media Devices
    - Either Windows 2000 Backup or if appropriate, Seagate BackupExec
  2. **Create and Set User Accounts**
    - Assist in creating User Account on a workgroup
    - Limited desktop configuration
    - Fast User Switching
  3. **Performance Tuning**
    - System
    - Network (Limited to the local system only. Does not include network components outside the system.)
  4. **Install and Troubleshoot ISP Connection**
    - Assist in installing and troubleshooting using Network Connection Wizard
    - Install modem, TCP/IP
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- Refer customer to ISP for final setup if all settings are not known or available
- 5. Manage Data Partitions and Drives**
  - Create Simple Volumes, Striped Volumes and Spanned Volumes
  - Use Disk Management to reassign drive letters
  - Create local share; set permissions and rights
  - Device Driver Rollback
- 6. Network Configuration (Peer to Peer, 2 Systems)**
  - Create local share
  - Set permissions and rights
  - Remote Desktops
  - Wireless Networking
  - IP configurations
- 7. Security**
  - Personal Firewall
  - Share and File Security

### **Advanced Windows 2000/NT/XP Support**

In addition to the Windows 2000 Professional Support you purchased, we will use commercially reasonable efforts to provide the following standard services to you that are available to our customers at no charge:

- 1. Restore or Reinstall**
  - Attempt OS restore using Last Known Good
  - Restore operating system to factory install condition
  - Re-install Operating System (factory condition)
  - Attempt repair Operating System with Emergency Repair Disk
  - Install or Re-install Service Pack
  - Create ERD
  - Convert FAT partition to NTFS
- 2. Connect to Existing LAN**
  - Test connection to existing network to confirm Network Interface Card functionality
- 3. Assist with Local Printer Install**
- 4. Install Drivers for Factory Installed Hardware**

### **Windows NT Workstation 4.0 Support Services**

We will use commercially reasonable efforts to provide the following enhanced Windows NT 4.0 Support services to you:

- 1. Backup and Restore**
    - Backup system using factory installed Tape Backup Unit
    - Either NT Backup or if appropriate, Seagate BackupExec
  - 2. Create and Set User Accounts**
    - Assist in creating User Account in a workgroup
    - Limited desktop configuration
  - 3. Performance Tuning**
    - System
    - Network (Limited to the local system only. Does not include network components outside the system.)
  - 4. Install and Troubleshoot ISP Connection**
    - Assist in installing and troubleshooting RAS connectivity
    - Install modem, TCP/IP, RAS
    - Refer customer to ISP for final setup if all settings are not known or available
  - 5. Manage Data Partitions and Drives**
    - Create Volume or Stripe set
    - Use Disk Administrator and reassign drive letters
    - Create local share; set permissions and rights
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## **6. Network Configuration (Peer to Peer, 2 Systems)**

- Create local share
- Set permissions and rights

In addition to the Windows NT 4.0 Support you purchased, we will use commercially reasonable efforts to provide the following standard services to you that are available to our customers at no charge:

### **1. Restore or Reinstall**

- Attempt OS restore using Last Known Good
- Restore operating system to factory install condition
- Re-install Operating System (factory condition)
- Attempt repair Operating System with Emergency Repair Disk
- Install or Re-install Service Pack
- Create ERD
- Convert FAT partition to NTFS

### **2. Connect to Existing LAN**

- Test connection to existing network to confirm Network Interface Card functionality

### **3. Assist with Local Printer Install**

### **4. Install Drivers for Factory Installed Hardware**

- b. Limits of Support Services: Support includes support for the Covered Products only. The service is limited to the length of the Agreement or number of resolutions you purchased, whichever comes first. The service does not cover cases in which the compatibility of the system to the software is in question, or when the configuration is invalid. One resolution will be deducted for each issue resolved. Windows 2000/NT Support does not cover Windows 2000/NT Server issues.

Dell makes no warranty or conditions, either express or implied, including, but not limited to, any implied warranties or conditions of merchantability and fitness for a particular purpose. Dell expressly disclaims all warranties and conditions.

DELL (INCLUDING DELL'S PARENTS, AFFILIATES, OFFICERS, DIRECTORS, EMPLOYEES OR AGENTS) DOES NOT ACCEPT LIABILITY BEYOND THE REMEDIES SET FORTH HEREIN, INCLUDING ANY LIABILITY FOR PRODUCTS NOT BEING AVAILABLE FOR USE, LOST OR CORRUPTED DATA OR SOFTWARE, PRODUCTS SOLD THROUGH DELL'S SOFTWARE AND PERIPHERALS DIVISION, OR THE PROVISION OF SERVICES OR SUPPORT. DELL WILL NOT HAVE ANY LIABILITY FOR ANY DAMAGES ARISING FROM THE USE OF THE PRODUCTS IN ANY HIGH RISK ACTIVITY, INCLUDING, BUT NOT LIMITED TO, THE OPERATION OF NUCLEAR FACILITIES, AIRCRAFT NAVIGATION OR COMMUNICATION SYSTEMS, AIR TRAFFIC CONTROL, MEDICAL SYSTEMS, LIFE SUPPORT OR WEAPONS SYSTEMS. DELL WILL NOT BE LIABLE FOR LOST PROFITS, LOSS OF BUSINESS, OR OTHER INCIDENTAL, INDIRECT, CONSEQUENTIAL, SPECIAL OR PUNITIVE DAMAGES, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, OR FOR ANY CLAIM BY ANY THIRD PARTY EXCEPT AS EXPRESSLY PROVIDED HEREIN.

CUSTOMER AGREES THAT FOR ANY LIABILITY RELATED TO THE PURCHASE OF PRODUCTS OR SERVICES, DELL IS NOT LIABLE OR RESPONSIBLE FOR ANY AMOUNT OF DAMAGES ABOVE THE AGGREGATE DOLLAR AMOUNT PAID BY CUSTOMER FOR THE PURCHASE OF PRODUCTS AND/OR SERVICES UNDER THIS AGREEMENT.

THE FOREGOING LIMITATIONS APPLY REGARDLESS OF THE CAUSE OR CIRCUMSTANCES GIVING RISE TO SUCH LOSS, DAMAGE OR LIABILITY, EVEN IF SUCH LOSS, DAMAGE OR LIABILITY IS BASED ON NEGLIGENCE OR OTHER TORTS OR BREACH OF CONTRACT (INCLUDING FUNDAMENTAL BREACH OR BREACH OF A FUNDAMENTAL TERM).

NEITHER DELL NOR CUSTOMER 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.

SOME PROVINCES DO NOT ALLOW THE EXCLUSION OF LIMITATION OF (i) INCIDENTAL OR CONSEQUENTIAL DAMAGES OR (ii) IMPLIED WARRANTIES OR CONDITIONS, SO THE ABOVE EXCLUSIONS MAY NOT APPLY.

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### 3. Your Responsibilities.

a. General: To receive Support, you are responsible for complying with the following:

- 1). Cooperate with the technician. We will use commercially reasonable efforts to provide W2K/NT Support to you. Our experience shows that most issues can be corrected as a result of close cooperation between you and the technician. Please listen carefully to the technician and follow the technician's instructions. You must confirm that the following conditions are true:
  - The situation giving rise to the question is, reproducible on a single system, i.e., one central processing unit with its workstations and other peripherals;
  - The NOS is at the current release level supported by Dell;
  - Your designated representatives will submit all questions to Dell. Your designated representatives must have technical knowledge regarding the NOS, the hardware system, any other software involved, and in the facts and circumstances surrounding the incident;
  - The full system, including software and hardware, is available to the representative and accessible by him or her without limit during any telephone discussions with Dell support personnel;
  - The representative will follow the instructions and suggestions of Dell's support personnel, using the full system.
- 2). Software/Data Backup. You understand and agree that Dell is not responsible for any lost or corrupted software or data. **Dell strongly recommends that you maintain a complete data backup and disaster recovery plan.**
- 3). Payment. Dell must have received payment for Support within thirty (30) days of the date of invoice. Customer shall pay an additional fee of 1.5% per month (19.56% per year) for invoices not paid within such thirty (30) day period. If you are currently not entitled to Support, then you should submit a valid credit card number to purchase appropriate Support for the Covered Product. You will pay to us the fees stated on your invoice along with applicable goods and services tax or other sales taxes associated with your purchase of services, except that you will not have any liability for any taxes based on our net assets or net income or for which you have an appropriate resale or other exemption.

Failure to comply with the foregoing responsibilities for any incident will result in the deduction of one resolution even if the issue is not resolved.

b. How and When to Use: The hours of Support shall not include regular holidays which include New Year's Day, Good Friday, Victoria Day, St. Jean Baptiste Day (Quebec only), Canada Day, Civic Holiday (excluding Quebec), Labour Day, Thanksgiving Day, Christmas Day, and Boxing Day. Dell is not liable for any failure or delay in performance due to any cause beyond its control. In any event, if Dell's ability to render support services is impaired by circumstances beyond Dell's control, Dell may terminate this Agreement, in which event, you will receive a refund for any unused portion of your service term for which you had paid. Windows 2000/NT Support services will generally be available twenty-four (24) hours a day, seven (7) days a week. Dell has the right to subcontract any or all of the services.

### 4. General Terms:

a. Term and Renewal: You may purchase multiple resolution packages (the number of resolutions which is specified on your invoice) for periods of either twelve or thirty-six months. You may only use the resolutions during the period (which is indicated on your invoice) for which you purchased the resolutions. You may, subject to Dell's acceptance, purchase additional resolution packages at Dell's then-current rates, terms and conditions by submitting a purchase order to Dell. The terms and conditions in place at the time of purchase will apply to your purchase. When your resolutions are depleted or the contract period ends, then the terms and conditions (including pricing) at the time of renewal will apply to your purchase. You may renew this Agreement subject to approval and acceptance by Dell. Dell may change its rates, terms, and conditions for providing support at any time.

Dell, at its discretion, may terminate this Agreement on thirty (30) days notice to you, in which case you will be entitled to receive a pro-rated refund of any unearned support fees that you have paid. You may terminate this Agreement during, but not after, the time period set forth in Dell's then-current Total Satisfaction Return Policy, in which case you will be entitled to receive a pro-rated refund of any unearned support fees that you have paid. Under this paragraph, any refund will be determined by Dell based on the passage of time and/or the number of support incidents, at Dell's discretion.

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.

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- c. **Assignment:** Dell reserves the right to assign its right and obligations under this Agreement to a qualified third party designated by Dell without notice to you. In the event of such an assignment, Dell will no longer be responsible for any performance obligations under this Agreement or any other liability associated with this Agreement.
- d. **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.
- e. **Language:** The parties confirm that it is their wish that this Agreement, as well as other documents relating to this Agreement, including all notices, have been and will be drawn up in the English language only. Les parties aux presentes conferment leur volonte que cette convention, de meme que tous les documents, y compris tout avis, qui s'y rattachent, soient rediges en langue anglaise.
- f. **Miscellaneous:** If any provision of this Agreement is void or unenforceable, the parties agree to delete it and agree that the remainder of the Agreement will continue to be in effect. Dell is not liable for failure or delay in performance due to any cause beyond its control. If Dell's ability to render Support is impaired by circumstances beyond Dell's control, Dell may terminate this Agreement, in which event, provided that the circumstances resulting in Dell's impaired ability to provide Support did not result from your actions or inaction, you will receive a refund for any unused portion of your service term for which you have paid. Neither Dell 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.

**5. Transfer of this Agreement.** Subject to the limitations set forth in this Agreement, you may transfer this Agreement to anyone who buys your entire System before the termination date of this Agreement, provided you are the original end-user purchaser of the System and this Agreement, or you have purchased the System and this Agreement from its original end-user owner (or a previous transferee) and have complied with all the transfer rules in this Agreement.

Please note that if you move your System to a geographic location in which the Service coverage is not available at the same price as you paid for this Agreement, you may incur an additional charge to maintain the same categories of Service coverage at the new location. If you choose not to pay such additional charge, your Service may be automatically changed to categories of Service that are available at such price or a lesser price in such new location with no refund available. Additionally, if (i) you transfer your Agreement to a buyer who will move the System to a geographic location in which the Service coverage is not available at the same price as you paid for this Agreement, or (ii) if the transferee (i.e., the buyer) of this Agreement wishes to change the Service coverage, then you may incur an additional charge for such transfer fee discussed above.

**TO TRANSFER THIS SERVICE AGREEMENT:**

- **Using the Internet:**  
Complete the On-line Transfer Form located within Dell's Service and Support section at:  
[http://www.dell.ca/downloads/ca/transfer\\_ownership\\_en.pdf](http://www.dell.ca/downloads/ca/transfer_ownership_en.pdf)
- **Questions in regards to an ownership transfer:**  
Call the Customer Relations Department at 1 800 847-4096