



Services Contract- Terms and Conditions

Personal Systems Software Support For Dell Inspiron™, Latitude™, Dimension™ and OptiPlex™

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 "CONTRACT") WILL SUPPLEMENT THE TERMS AND CONDITIONS OF ANY APPLICABLE OVERRIDING 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>). THIS CONTRACT 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.

If you purchased Personal Systems Software Support, Dell will provide this software service (the "Support") to you pursuant to the following terms and conditions:

- 1. Products Covered.** Personal Systems Software Support covers multiple versions of industry standard applications in addition to factory-installed or customer-installed applications and operating systems on Dell Inspiron and Latitude notebooks, Dell Dimension and OptiPlex desktops. The notebook, desktop systems for which you purchased Personal Systems Software Support are identified through the Dell Personal Identification Number (PIN) provided to you in a letter (or by email notification) with your purchase.

Supported Software (including OEM, Retail and Licensing versions):

Databases

- ACT!® for Windows 2000 (4.0, 3.0)
- FileMaker Pro® for Windows 5.0 (4.0, 3.0)
- Lotus Approach for Windows® Millennium Edition 9.5 (97, 96) and Lotus Organizer 6.0 (5.0, 97)
- Microsoft Access® 2002, 2000 (97, 95), Microsoft FoxPro® for Windows 3.6 (2.6, 1.5)

Electronic Mail

- cc:Mail Desktop® for Windows 8.3 (7.1, 6.0)
- Microsoft Exchange Server 5.5 (5.0, 4.0)
- Lotus cc:Mail (Including Mobile) for Windows version 8.3 (7.0, 6.0)

Graphics

- Adobe® Acrobat® 4.5 (4.0, 3.0), Adobe Photoshop® for Windows 5.5 (5.0, 4.0) and Adobe PageMaker® for Windows 6.5 (6.0, 5.0)
- CorelDRAW® 9.0 (8.0, 7.0)
- Lotus Freelance Graphics® for Windows Millennium Edition 9.5 (97, 96)
- Microsoft PowerPoint® for Windows 2002, 2000 (97,95), Microsoft FrontPage® 2000 (98, 97), Microsoft Project® for Windows 2000 (98, 95), Microsoft Publisher® for Windows 2000 (98, 97),
- Visio® 2000 (5.0, 4.5) and Visio Technical® 2000 (5.0, 4.5)

Groupware

- Lotus Notes Client® for Windows R5 (R4.6, R4.5), Lotus Notes Server for Windows NT 4.6 (R4.5, R3.3), Lotus Notes Server for Windows R5 (R4.6, R4.5) Lotus Domino R5 (r4.6, R4.5), and Lotus Organizer® 2000 (97, 4.0)
- Microsoft Outlook® 2002, 2000 (98, 97)
- Novell Groupwise® Windows Client 5.5 (5.2, 4.1), Groupwise Client Admin for Windows 5.5 (5.2, 4.1) and Groupwise Remote Client® for Windows 5.5 (5.2, 4.1)

Personal Operating Systems and Management Tools

- Microsoft Windows 95® (previous to 98, Windows for Work Groups 3.11), Windows 98 (current), NT 4.0 (previous to 2000, 3.51), Windows 2000® Professional, and Windows XXP (current)
- Novell NetWare Client® for Windows 4.X (3.X)

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Spreadsheets

- Lotus 1-2-3[®] for Windows Millennium Edition 9.5 (97, 96)
- Microsoft Excel[®] for Windows 2002, 2000 (97, 95)

Suite Setup

- Corel[®] Office Professional[®] 9.0 (8.0, 7.0) and Corel WordPerfect Suite[®] 9.0 (8.0, 7.0)
- Lotus SmartSuite[®] for Windows Millennium Edition 9.5 (9.0, 97)
- Microsoft Office[®] for Windows 2000 (97, 95)
- Microsoft Office XP

Word processing

- Lotus Word Pro[®] for Windows 9.5 (9.0, 8.0)
- Microsoft Word[®] for Windows 2002, 2000 (97, 95)
- Word Perfect Professional Suite 9.0 (8.0, 7.0)

Utilities & Communications

- Attachmate EXTRA![®] for Windows 6.5 (6.4, 6.3) and Attachmate EXTRA! Personal Client 6.5 (6.4, 6.3)
- Macafee[®] AntiVirus[®] 4.03 (4.0)
- Microsoft Internet Explorer[®] 5.x (4.x, 3.x)
- Netscape[®] Navigator Client[®] 4.7¹ (4.6, 3.0)
- Norton[®] AntiVirus[®] 6.0 for Windows 95/98/NT (5.0, 4.0)
- PROCOMM PLUS[®] for Windows 95/NT 4.7 (3.0)

¹ Third Party Plug-Ins and Web development (HTML, ASP, XML, etc.) are not supported
Technical support is provided for current version and one version back. Support on older versions is on a limited, "best effort" basis.

2. Scope of Services.

- a. Dell will help you to resolve your problems by providing electronic and telephone assistance to your designated representatives. You may purchase Personal Systems Software Support as resolution packages ranging from 5-500 incidents or as a single incident resolution. A resolution is the initial contact call and any subsequent calls necessary to resolve the issue for you.
- Customer will receive a letter after the purchase of a support contract to inform you of the 1-800 toll free number to be used for support and their own personal customer pin number for easier and faster access to technical support
 - Customer may request a monthly Support Activity Report (SAR) that details their company's call activity for the prior month with such information as:
 - Information pertaining to the caller
 - Nature of the problem
 - Application experiencing problems
 - Call log ID number
 - Length, date and time of call
 - Opened and closed date, as well as the action taken (resolution)
 - We will use commercially reasonable efforts to provide the following Client Software services to you:
 - Proposed corrections for error messages due to software listed under the contract
 - Problem determination may include any of the following actions:
 - Information gathering
 - Analysis
 - Research including reproducing systems
 - Acquiring additional information
 - Problem Resolution may include any of the following actions:
 - Providing a resolution or steps towards a resolution
 - Configuration changes
 - Escalation of a bug report
- b. Limits of Support Services: Support is on systems purchased from Dell only. The service is limited to the length of the Contract or number of resolutions you purchased, whichever comes first. The support 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.
Support Limitations are as follows:
- The Contract is limited to the number of resolutions purchased as identified in the invoice. A contract is valid year from date of purchase as specified in the invoice

- Customer's Personal Identification Number (Pin)(or order number) is required before getting software support

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- The Contract does not cover:
 - Instances in which the compatibility of the system to the software is in question, or when the configuration is invalid
 - Any on-site services
 - Remote or on-site training assistance
 - Software upgrades or new software releases
 - Scripting, programming, database design or web development
 - Software Support on any other products than specifically stated in the Products Covered section of this contract

3. Your Responsibilities:

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

1). Access to Software Support. 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 we are not responsible for any loss of software or data.

3). Payment. Dell must have received payment for Support within 30 days of the date of invoice. Customer shall pay an additional fee of 1.5% per month for invoices not paid within such 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.

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:

1). Personal Systems Software Support services will generally be available 7am- 12am (CST), 7 days a week. Dell has the right to subcontract any or all of the services.

2). If at any time during which we're providing Personal Systems Software Support services, you have questions or concerns, please contact your Dell Sales Representative or Dell Technical Support at 1-800-234-1490 for government and federal accounts, 1-800-822-8965 for business accounts, and 1-888-596-3355 for Dell Precision Workstation Support. Please have your original sales order number available and/or your Pin number (contained in the letter you received after the purchase of this support).

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.

Until you have complied with each of the aforementioned conditions, Dell reserves the right to withhold Support. Dell will notify your representative of any corrective action necessary to obtain or continue Support.

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.

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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 resolutions, 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.
- c.** Entire Agreement: This Contract 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 Contract.