



Services Contract - Terms and Conditions

Advanced Windows 2000/NT/XP Support For Dell OptiPlex™ & Dell Precision™

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 DMLP.

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 with unlimited number of resolutions 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 1-800-234-1490 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 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
 - 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
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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

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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 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

6. Network Configuration (Peer to Peer, 2 Systems)

- Create local share
- Set permissions and rights

In addition to the 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

5.

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b. Limits of Support Services: Support includes support for the Covered Products only. The service is limited to the length of the Contract 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. W2K/NT Support does not cover W2K/NT Server issues.

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 we are not responsible for any loss of software or data. You should back up the software and data on your System's hard disk drive and on any other storage device(s) in the System.

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. You will pay to us the fees stated on your invoice along with applicable sales, use or similar 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, 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. In any event, if Dell's ability to render support services is impaired by circumstances beyond Dell's control, Dell may terminate this Contract, in which event, you will receive a refund for any unused portion of your service term for which you had paid. W2K/NT Support services will generally be available 24 hours a day, seven 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

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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.
- 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.