PARTICIPATING ADDENDUM
For State of Texas
(Texas Department of Information Resources)
WESTERN STATES CONTRACTING ALLIANCE
Dell Marketing L.P.
MASTER PRICE AGREEMENT
92-00151

1. Scope: The State of Texas, acting by and through the Department of Information Resources (DIR), is the Participating Entity under this Participating Addendum having the authority to enter into this Participating Addendum on behalf of Texas state agencies as defined in Section 2054.003, Texas Government Code (including institutions of higher education as defined in Texas Education Code, Section 61.003) and local governments as defined in Section 791.003, Texas Government Code.

2. Changes:
   a. Paragraph 1(Definitions)

   Replace the text of the "Equipment" definition with the following:

   "Equipment" refers to desktop and laptop computers, servers, workstations, displays, peripherals and LAN and hardware components and spare parts listed in the contractor's ESS/ Peripherals to include: Monitors; Audio/Video cards; Accessories; Storage and Memory. This Agreement shall not include the following: Commodity Software (excluding OS software), Printers, Networking Equipment, Scanners, Cameras, and Plotters.

   Replace the word "software" of the "Products" definition with the words "non-commodity software".

   b. Paragraph 8 (Termination)
   Subparagraph A replace NMSPA with DIR.

   c. Paragraph 31 (Applicable Law)
   Replace the text with the following:

   This Agreement shall be governed in all respects by the law and statutes of the state of Texas.

   d. Paragraph 46 (Administrative Reporting and Fee)
   Replace the text with the following:

   Vendor agrees to provide monthly Agreement utilization reports to the Agreement Administrator in accordance with the following schedule. The reports will be due 15 business days after the end of each month.

   A. A monthly report shall state the sales under the contract for the period subtotaled by Procuring Agency name. The report shall be accompanied with a check payable to Texas Department of Information Resources for the calculated Administrative Fee.

   B. A detail sales report will be issued monthly that includes no less than each Procuring Agency, Order Date, Ship Date, Manufacturer, Quantity, Procuring Agency Price, Extended Price, Procuring Agency Purchase Order Number, Shipping Address, and other information as agreed to by DIR and Dell.

   C. Reports, as required by DIR, that will reflect the amount of work being subcontracted to Historically Underutilized Businesses, as defined by Texas State law.

   All reports are to be submitted electronically as reasonably defined by DIR.

   The failure to file the utilization reports and fees on a timely basis may constitute grounds for suspension of the Agreement or termination of the Agreement for cause. Vendor's liability for any breach of this Section 46 shall not under any circumstances exceed the amount of Administrative Fees owed to DIR by Vendor under this Section.

e. Add new paragraph (Texas Administrative Fee)

The Administrative Fee shall be included in the charges for the products and services set forth on the website and quoted to Procuring Agencies. The Vendor's obligation to pay such amounts shall be suspended to the extent that its payment of collection violates any state or federal laws.

Vendor will pay DIR, on a monthly basis, the Fee based on a percentage of the dollar value of Vendor purchases made by Procuring Agencies pursuant to this Agreement. Payment is due based on sales, net of returns and credits. Vendor will provide payment to DIR within thirty (30) days after the end of each month.

Total Annual Volume	Maximum Total Annual Administrative Fee
$ - $52,000,000	¾ of 1% (0.0075)
$52,000,001+	0%

The total Administrative Fee due shall not be less than $200,000 for any given contract year (12 months) Contract year is September 1 through August 31.

f. Add new paragraph (Technology Access, Section 2157.005, Texas Government Code)

The Vendor expressly acknowledges and agrees that State funds may not be expended in connection with the purchase of an automated information system unless that system meets certain statutory requirements relating to accessibility by persons with visual impairments. Accordingly, the Vendor represents and warrants to DIR and each Customer purchasing products under this Agreement that the technology provided hereunder is capable, either by virtue of features included within the technology or because it is readily adaptable by use with other technology of: (1) providing equivalent access for effective use by both visual and nonvisual means; (2) presenting information, including prompts used for interactive communications, in formats intended for nonvisual use; and (3) being integrated into networks for obtaining, retrieving, and disseminating information used by individuals who are not blind or visually impaired. For purposes of this section, the phrase "equivalent access" means a substantially similar ability to communicate with or make use of the technology, either directly by features incorporated within the technology or by other reasonable means such as assistive devices or services which would constitute reasonable accommodations under the Americans with Disabilities Act or similar state or federal laws. Examples of methods by which equivalent access may be provided include, but are not limited to, keyboard alternatives to mouse commands and other means of navigating graphical display and customizable display appearance.

g. Add new paragraph (Commodity Software)

Texas Gov't Code, Section 2157.068 requires State Agencies to buy commodity software in accordance with contracts developed by DIR unless the agency obtains a waiver from DIR. Therefore, Vendor agrees to coordinate all commodity software sales made coincident to this agreement through existing DIR contracts if available.

h. Add new paragraph (Dispute Resolution)

The dispute resolution process provided for in Chapter 2260, Texas Government Code, shall be used to attempt to resolve any claim for breach of contract

i. Delete paragraph 20 in its entirety and replace with the following:

Vendor shall maintain adequate records to establish compliance with this Agreement until the later of a period of four years after termination of this Agreement or until full, final and unappealable resolution of all audit or litigation issues which arise under this Agreement. Such records shall include documentation of the date each Procuring Agency placed an order, identification of the ordering Procuring Agency, the product and quantity ordered, including the name of the product and the publisher or manufacturer of the product, the price quoted to the Procuring Agency for such order, the Procuring Agency purchase order number, the order date, ship date, , shipping address, the invoice sent to the Procuring Agency relating to the order, the record of Procuring Agency payment and/or balance due, the calculations supporting each administrative fee owed DIR under this Agreement and such other documentation as DIR may request.

Vendor shall grant access to all State of Texas purchase orders and Dell invoices that pertain to this agreement to DIR, the auditors designated by DIR, including auditors of the State Auditors' Office and of the United States, and such other persons or entities designated by DIR for the purposes of inspecting, auditing and/or copying such books and records. Copies and printouts requested by DIR shall be provided by Vendor without charge. DIR shall provide Vendor ten (10) business days' notice prior to inspecting, auditing and/or copying Vendor's records. Vendor's records, whether paper or electronic, shall be made available during regular office hours. Vendor personnel familiar with the State of Texas will be available as agreed upon at time of audit, to DIR staff and designees as needed to clarify any questions which arise from such audit. Vendor shall provide office space to DIR staff during the performance of an audit.

j. Add new paragraph (Vendor Certifications)

Vendor certifies (i) it has not given, offered to give, and does not intend to give at any time hereafter any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor, or service to a public servant in connection with this Agreement; (ii) it is not currently delinquent in the payment of any franchise tax owed the State of Texas and is not ineligible to receive payment under Section 31.006 of the Texas Family Code and acknowledges this Agreement may be terminated and payment withheld if this certification is inaccurate; (iii) neither it, nor anyone acting for it, has violated the antitrust laws of the United States or the State of Texas, nor communicated directly or indirectly to any competitor or any other person engaged in such line of business for the purpose of obtaining an unfair price advantage; (iv) it has not received payment from DIR or any of its employees for participating in the preparation of this Agreement; and (v) during the term of this Agreement, it will not discriminate unlawfully against any employee or applicant and that, upon request it will furnish information regarding its nondiscriminatory hiring and promotion policies, as well as specific information on the composition of its principals and staff, including the identification of minorities and women in management or other positions with discretionary or decision-making authority.

k. Add new paragraph (Buy Texas)

With respect to all services, if any, purchased under this Agreement, Vendor represents and warrants that it shall buy Texas products and materials for use in providing the services authorized herein when such products and materials are available at a comparable price and in a comparable period of time when compared to non-Texas products and materials. When requested by DIR, Vendor shall timely provide documentation satisfactory to DIR evidencing the use of Texas products and materials for providing any services provided under this Agreement. If Vendor is unable to find Texas products and materials to use in providing any services provided hereunder, Upon DIR's request, Vendor shall provide documentation satisfactory to DIR evidencing Vendor's good faith efforts to purchase and use Texas products and materials in providing services hereunder.

l. Add new paragraph (Ability to Conduct Business in Texas)

The Vendor is an entity authorized and validly existing under the laws of its state of organization, is authorized to do business in Texas, and is not in default as to taxes owed to the State of Texas or any of its political subdivisions.

Vendor acknowledges and agrees that, to the extent Vendor owes any debt or delinquent taxes to the State of Texas, in accordance with Section 403.055(h), Government Code, any payments Vendor is owed under this Agreement will be applied by the Comptroller of Public Accounts toward any debt or delinquent taxes Vendor owes the State of Texas until the debt or delinquent taxes are paid in full.

Vendor is a "Qualified Information Systems Vendor" as defined in Section 2157.001 of the Texas Government Code. All products and services offered to Procuring Agencies under this Agreement are listed in Vendor's catalogue on file with the General Services Commission.

m. Add new paragraph (Suits or Pending Proceedings)

To the best of the Vendor's knowledge and belief, there are no suits or proceedings pending or threatened against or affecting the Vendor, which if determined adversely to the Vendor will have a material adverse effect on the ability of the Vendor to fulfill its obligations under the Agreement.

n. Add new paragraph (Agreement Structure)

Each purchase order issued under this Agreement that is accepted by Vendor will be subject to this Agreement. Purchase transactions between the parties shall be governed by the terms and conditions of this Agreement and any Attachments thereto. In the event of a conflict between a term of this Agreement (or an Attachment to the Agreement) and a purchase order issued by a Procuring Agency, the Agreement term shall control. No additional term and condition of a purchase order issued by a Procuring Agency can weaken a term or condition of this Agreement.

o. Add new paragraph (Trade Shows)

Vendor understands and agrees that it must participate fully by providing a manned booth display or similar presence at no less than two trade shows or similar functions sponsored by DIR each calendar year, at the Vendor's expense.

p. Add new paragraph (Promotion of Agreement)

Vendor may use the DIR logo in the promotion of this Agreement to Procuring Agencies with the following stipulations: (a) the logo may not be modified in any way; (b) when displayed, the size of the DIR logo must be equal to or smaller than the Vendor's logo; (c) the sole use of the DIR logo will be to communicate the availability of the Products and Services available under this Agreement to Procuring Agencies; and (d) any other use of the DIR logo requires DIR's prior written approval.

The DIR may use the Vendor's name and logo in the promotion of this Agreement to Procuring Agencies to communicate the Products and Services available under this Agreement to Procuring Agencies with the following stipulations: (a) use of the logo may be on the DIR Web Site or on printed materials distributed to Procuring Agencies; (b) DIR agrees to comply with any guidelines provided by Vendor on the proper use of Vendor's logo; and (c) any other use of Vendor's name or logo requires Vendor's prior written approval.

3. Lease Agreements: Lease agreement terms and conditions have not been approved.

4. Primary Contact: The primary contact individual for this participating addendum is as follows:

Bill Peek
TX DIR
PO Box 13564
Austin, TX 78711

5. Price Agreement Number: All purchase orders issued by procuring agencies within the jurisdiction of this participating addendum shall include the following Contract Code number: 90131.

This Addendum and the Price Agreement together with its exhibits, set forth the entire agreement between the parties with respect to the subject matter of all previous communications, representations or agreements, whether oral or written, with respect to the subject matter hereof. Terms and conditions inconsistent with, contrary or in addition to the terms and conditions of this Addendum and the Price Agreement, together with its exhibits, shall not be added to or incorporated into this Addendum or the Price Agreement and its exhibits, by any subsequent purchase order or otherwise, and any such attempts to add or incorporate such terms and conditions are hereby rejected. The terms and conditions of this Addendum and the Price Agreement and its exhibits shall prevail and govern in the case of any such inconsistent or additional terms.

IN WITNESS WHEREOF, the parties have executed this Addendum as of the date of execution by both parties below.

State of Texas

By: Patrick W Hogan

Name: Patrick W Hogan

Title: Director

Date: 8/16/01

Contractor: Dell Marketing L.P.

By: Raymond A Wolf

Name: Ray Wolf

Title: Director, Public Contracts

Date: 8/15/01

WESTERN STATES CONTRACTING ALLIANCE

Dell Marketing L.P.
MASTER PRICE AGREEMENT
92-00151

This Agreement is made and entered into by Dell Marketing L.P ("contractor") and the New Mexico State Purchasing Agent ("NMSPA") on behalf of the State of New Mexico and the participating members of the Western States Contracting Alliance.

The parties agree as follows:

1. Definitions

"Agreement Administrator" refers to the individual appointed by the NMSPA to administer this agreement on behalf of the State of New Mexico, the participating WSCA members and other authorized purchasers.

"Announced Promotion Prices" are prices offered nationally to specific categories of customers (including WSCA Participants) for defined time periods under defined Terms and Conditions.

"Documentation" refers to manuals, handbooks, and other publications and listed in the ESS or supplied with products listed in the ESS or supplied in connection with services.

"Educational Discount Price" means the price offered in a nationally announced promotion , which is limited to educational customers only.

"Equipment" refers to desktop and laptop computers, servers, workstations, printers, displays, peripherals and LAN and hardware components and spare parts listed in the contractor's ESS. Peripherals to include: Monitors/Projectors; Audio/Video; Accessories; Networking Equipment; Scanners; Cameras; Plotters; and Storage and Memory.

"Equipment and Services Schedule" ("ESS") refers to a complete list, grouped by major product categories, of the equipment, software, services, media and documentation available for purchase by procuring agencies. The ESS contains an item number, item description and the maximum price for each product or service.

"Equipment and Service Schedule (ESS) prices" mean the prices offered to WSCA members exclusive of Announced Promotional Prices, Education Discount Prices, General Price Reductions, or Large Order Negotiated Prices.

"General Price Reduction Price" means the price offered to WSCA members under the WSCA agreement at prices lower than ESS pricing. Selection and pricing of General Price Reduction items shall be by mutual agreement of the parties. Either party can propose additions or deletions to the listing of General Price Reduction Items.

"General purpose" includes the following classes of software: operating systems, report generators, spreadsheets, text and test processing, workgroup management, database, project management, messaging and electronic mail, graphics construction and presentation, publishing, data communications, statistical and/or analysis, imaging, compilers and interrupters, utilities, and programmer productivity tools. Educational software designed for K-12 public schools and/or universities is included.

"Large Order Negotiated Price" means the price offered to specific WSCA members or classes of WSCA members under defined additional Terms and Conditions. Selection and pricing of Large Order Negotiated Prices shall be by mutual agreement of the parties. Large Order Negotiated Prices shall apply only to those items which meet the applicable additional Terms and Conditions (e.g., order quantity, time limitation, product configuration) negotiated by the parties.

"Local-Area-Network" ("LAN") refers to a high-speed communications system optimized for connecting information-processing equipment within a building or group of buildings. The communications devices that are required to transmit data between buildings via a public or private network are included.

"Participating Addendum" means a written statement of agreement signed by the appropriate participating entity authority and contractor indicating the entities' willingness to purchase and the contractor's willingness to provide products and services under the terms and conditions of this agreement with any and all exceptions noted and agreed upon. The terms and conditions contained in any participating addendum shall effect only the purchases of procuring agencies within the jurisdiction of the participating entity signing the participating addendum. A participating addendum shall have no effect whatsoever on any other participating addendum or the scope of this agreement. One signed and one electronic

copy of each participating addendum shall be filed with the agreement administrator within five (5) days after execution.

"Participating Entity" means WSCA member state, a governmental entity within a WSCA member state or other authorized state or governmental entity that chooses to purchase products and services under the terms of this agreement by executing a participating addendum.

"Price Agreement" means a indefinite quantity contract which requires the contractor to furnish products or services to a procuring agency which issues a valid purchase order.

"Procuring agency" means any New Mexico or participating state agency or local public body. State agency means department, commission, council, board, committee, institution, legislative body, agency, government corporation, or educational institution. Local public body means every political subdivision of the state and the agencies, instumentalities and institutions thereof including all cities, counties, courts and public schools.

"Products" refers to equipment, software and documentation or any other item furnished under this agreement but not to services.

"Purchase Order" means an electronic or paper document issued by the procuring agency which directs the contractor to deliver products or services pursuant to this agreement.

"Servicing Subcontractors" refers to contractor authorized subcontractors who may be assigned by the procuring agency or contractor to service the products listed in a purchase order. Servicing contractors must be certified by contractor to service the products. Participating entities may select and designate a list of servicing subcontractors from a list of potential servicing subcontractors who are otherwise certified to perform services in a given geographic region. The list of selected servicing subcontractors must appear in the participating addendum.

"Services" refers to maintenance services related to products offered or supplied. All forms of application development services and other professional services are beyond the scope of this agreement and may not be procured under the terms of this agreement.

"Software" refers to general purpose software products preloaded on equipment or listed separately in the ESS. The term "Software" applies to all parts of software, including new releases, updates, and modifications of software. For software, the term "purchase" means "license".

"WSCA" means the Western States Contracting Alliance, a cooperative group contracting consortium for state government departments, institutions, agencies and political subdivisions (i.e., colleges, school districts, counties, cities, etc.,) for the states of Alaska, Arizona, California, Colorado, Hawaii, Idaho, Minnesota, Montana, Nevada, New Mexico, Oregon, South Dakota, Utah, Washington, and Wyoming.

2. Scope of Work

The contractor shall deliver computing system products and services to procuring agencies in accordance with the terms of this agreement. This Agreement is a "price agreement". Accordingly, the contractor shall provide products or services only upon the issuance and acceptance by contractor of valid "purchase orders". Purchase orders may be issued to purchase the license for software or to purchase or lease products listed on the contractor's ESS. A procuring agency may purchase any quantity of product or service listed in the contractor's ESS at the prices stated therein. For large orders, contractor and procuring agency may negotiate quantity price discounts below the ESS price(s) for a given purchase order. Contractor may offer authorized educational institutions educational price discounts that result in prices below the ESS listed prices.

3. Title Passage

Title to equipment shall pass to the procuring agency at the procuring agency's dock. Agency shall have 30 days from date of invoice to accept the equipment or return per Contractor's 30 day "Total Satisfaction Guarantee" as follows:

To Return Dell Branded Equipment

If you are an end-user customer who bought products directly from Dell, you may return them to Dell up to thirty (30) days from the date of invoice for a refund of the product purchase price if already paid. To return products, you must call Dell Customer Account Services to receive a Credit Return Authorization Number.

You must ship the products to Dell in their original packaging. You may return software for refund or credit only if the sealed package containing the diskette(s) or CD(s) is unopened. Returned products must be in as-new condition, and all of the manuals, diskette(s), CD(s), power cables, and other items included with a product must be returned with it.

To Return Non Dell Branded Equipment

If you are an end-user customer who bought DellWare products directly from Dell, you may return DellWare products that are in as-new condition to Dell up to 30 days from the date of invoice for a refund of the product purchase price if already paid. To return products, you must call Dell Customer Service to receive a Credit Return Authorization Number. You must ship the DellWare products to Dell in their original manufacturer's packaging. To qualify for refund or replacement, returned products must be in as-new condition, and all of the manuals, diskette(s), CD(s), power cables, and other items included with a product must be returned with it.

4. Quantity Guarantee

This agreement is not an exclusive agreement. Procuring agencies may obtain computing system products and services from other sources during the agreement term. The NMSPA and WSCA make no express or implied warranties whatsoever that any particular number of purchase orders will be issued or that any particular quantity or dollar amount of products or services will be procured.

5. Order of Precedence

Each purchase order that is accepted by the contractor will become a part of the agreement as to the products and services listed on the purchase order only; no additional terms or conditions will be added to this agreement as the result of acceptance of a purchase order. In the event of any conflict among these documents, the following order of precedence shall apply:

A. the terms and condition of this agreement;

B. exhibits to this agreement;

C. executed participating addendum(s);

D. the list of products and services contained in the purchase order;

E. the request for proposals document; and

F. contractor's proposal including best and final offer.

6. Payment Provisions

All payments under this agreement are subject to the following provisions:

A. Acceptance

A procuring agency shall determine whether all products delivered to it meet the contractor's published specifications. Payment shall be made thirty (30) days from date of invoice. Unless otherwise agreed upon between the procuring agency and the contractor, within thirty (30) days from the date of invoice, the procuring agency shall accept or reject the products or services.

B. Payment of Invoice

Payments shall be submitted to the contractor at the address shown on the invoice. Payment shall be tendered to the contractor within thirty (30) days of the date of invoice. After the thirtieth day from the date of the invoice unless mutually agreed to, interest shall be paid on the unpaid balance due to the contractor at the rate of one and one-half percent per month. The procuring agency shall make a good-faith effort to pay within thirty (30) days after date of invoice.

In the event an order is shipped incomplete (partial), the procuring agency must pay for each shipment as invoiced by the contractor unless the procuring agency has clearly specified "No Partial Shipments" on each purchase order.

C. Payment of Taxes

Payment of taxes for any money received under this agreement shall be the contractor's sole responsibility and shall be reported under the contractor's federal and state tax identification numbers. If a procuring agency is not exempt from sales, gross receipts, or local option taxes for the transaction, the contractor shall be reimbursed by the procuring agency to the extent of any tax liability assessed.

D. Invoices

Invoices shall be submitted to the procuring agency.

7. Agreement Term

The agreement is effective September 3, 1999 through September 2, 2002 and may be mutually renewed for two (2) additional one-year terms unless terminated pursuant to the terms of this agreement. In no event shall this agreement remain in effect longer than five (5) years from the effective date.

8. Termination

The following provisions are applicable in the event that the agreement is terminated.

A. Termination for Convenience

At any time, the NMSPA may terminate this agreement, in whole or in part, by giving the contractor (30) days written notice; provided, however, neither the NMSPA nor a procuring agency has the right to terminate a specific purchase order for convenience after it has been issued if the product is ultimately accepted. At any time, contractor may terminate this agreement, in whole or in part, by giving the agreement administrator thirty (30) days written notice. Such termination shall not relieve contractor of warranty or other service obligations incurred under the terms of this agreement.

B. Termination for Cause

Either party may terminate this agreement for cause based upon material breach of this agreement by the other party, provided that the non-breaching party shall give the breaching party written notice specifying the breach and shall afford the breaching party a reasonable opportunity to correct the breach. If within thirty (30) days after receipt of a written notice the breaching party has not corrected the breach or, in the case of a breach which cannot be corrected in thirty (30) days, begun and proceeded in good faith to correct the breach, the non-breaching party may declare the breaching party in default and terminate the agreement effective

immediately. The non-breaching party shall retain any and all other remedies available to it under the law.

C. A Procuring Agency's Rights

In the event the agreement expires or is terminated for any reason, a procuring agency shall retain its rights in all products and services accepted prior to the effective termination date.

D. The Contractor's Rights

In the event the agreement expires or is terminated for any reason, a procuring agency shall pay the contractor all amounts due for products and services ordered and accepted prior to the effective termination date or ordered before the effective termination date and ultimately accepted.

9. Non-Appropriation

The terms of this agreement and any purchase order issued for multiple years under this agreement is contingent upon sufficient appropriations being made by the Legislature or other appropriate governing entity. Notwithstanding any language to the contrary in this agreement or in any purchase order or other document, a procuring agency may terminate its obligations under this agreement, if sufficient appropriations are not made by the governing entity to pay amounts due for multiple year agreements. The procuring agency's decision as to whether sufficient appropriations are available shall be accepted by the contractor and shall be final and binding.

A procuring agency shall provide sixty (60) days notice, if possible, of its intent to terminate this contract for non-appropriation. Such termination shall relieve the procuring agency, its officers and employees from any responsibility or liability for the payment of any future purchase orders. However all outstanding invoices from the contractor will be paid by the procuring agency.

10. Shipment and Risk of Loss

A. Contractor shall ship all products F.O.B. destination. Risk of loss or damage to the products shall pass to the procuring agency upon delivery to the procuring agency. Contractor agrees to assist the procuring agency with the processing of claims for such loss or damage and to expedite the processing of claims for such loss or damage and to expedite replacement of lost or damaged products. Destination charges shall be included in the product price on the ESS.

B. Whenever a procuring agency does not accept any product and returns it to the contractor, all related documentation furnished by the contractor shall be returned also. The contractor shall bear all risk of loss or damage with respect to returned products except for loss or damage directly attributable to the negligence of the procuring agency.

Unless otherwise agreed upon by the contractor, the procuring agency is responsible for the return of the equipment. Software and documentation will be returned via U.S Mail at the expense of the procuring agency.

C. Unless otherwise arranged between the procuring agency and contractor, all shipments of products shall be by 3-5 day ground shipment.

11. Warranties

A. The products are covered under the warranties in effect at the time the products are delivered. Exhibit A contains the warranties in effect as of the date of this agreement.

B. The parties acknowledge and agree that the warranties described in Exhibit A may be modified by contractor, from time to time, in contractor's sole discretion.

12. Patent, Copyright, Trademark and Trade Secret Indemnification

A. The contractor shall defend, at its own expense, the State of New Mexico, participating entities and its agencies against any claim that any product or service provided under this agreement infringes any patent, copyright or trademark in the United States, and shall pay all costs, damages and attorneys' fees that a court finally awards as a result of any such claim. In addition, if any third party obtains a judgment against a procuring agency based upon the contractor's trade secret infringement relating to any product or service provided under this agreement, the contractor agrees to reimburse the State for those associated costs awarded in the judgment. To qualify for such defense and/or payment, the State of New Mexico or participating entity shall:

1. give the contractor prompt written notice of any claim;

2. allow the contractor to control the defense or settlement of the claim; and

3. cooperate with the contractor in a reasonable way to facilitate the defense or settlement of the claim.

B. If any product or service becomes, or in the contractor's opinion is likely to become the subject of a claim of infringement, the contractor shall at its option and expense:

1. provide a procuring agency the right to continue using the product or service;

2. replace or modify the product or service so that it becomes non-infringing; or

3. accept the return of the product or service and refund an amount equal to the depreciated value of the returned product or service, less the unpaid portion of the purchase price and any other amounts

which are due to the contractor. The contractor's obligation will be void as to any product or service modified by the procuring agency to the extent such modification is the cause of the claim.

13. Price Guarantees

The procuring agencies shall pay the lower of the prices contained in the ESS or an announced promotion price, educational discount price, general price reduction price or large order negotiated price as applicable to the WSCA customer set in a transaction with like configurations, terms and conditions, volumes, delivery schedules and market conditions. Only general price reduction price decreases will apply to all subsequent orders accepted by contractor after the date of the issuance of the revised prices. Contractor agrees to maintain ESS product prices in accordance with the volume price discount guarantees filed with the agreement administrator. Prices set forth in the ESS are subject to change without prior notice.

14. Equipment and Service Schedule

The contractor agrees to maintain the ESS in accordance with the following provisions:

A. The ESS prices for products and services will conform to the guaranteed prices discount levels.

B. The contractor may change the price of any product or service at any time, based upon list price changes, but the guaranteed price discount levels shall remain unchanged during the agreed period.

C. The contractor may make product model changes, add new products, product upgrades or services to the ESS at any time and the pricing for the same shall incorporate, to the extent possible, similar or comparable price discount levels provided herein, as agreed by the parties.

D. The contractor agrees to delete obsolete and discontinued products from the ESS on a timely basis.

E. Major product model changes shall be incorporated in the ESS as soon as possible after the announcement. In conjunction therewith or as soon as possible, the parties shall negotiate a price discount level for the new product line as comparable as possible to the price discount level quoted herein for similar products.

F. The ESS shall be maintained by the contractor on an Internet web site.

15. Product Substitutions

Contractor may make product substitutions either to the internal system components, options or external peripherals as long as the substitute item is the same or better technology at the same or lower price. Delivery order modifications will not be required. The invoice will reflect the actual product shipped NOT the product ordered. To effect administrative savings, procuring agencies are instructed to make payments in accordance with this paragraph without requiring a delivery order modification. The following note will appear on the invoice.

> **"In accordance with the Product Substitutions paragraph in the Master Price Agreement, Dell Marketing L.P. has substituted a product on this order. The substitution is the same or better technology at the same or lower price."**

16. Technical Support

The contractor agrees to maintain a toll-free technical support telephone line. The line shall be accessible to procuring agency personnel who wish to obtain competent technical assistance regarding the installation or operation of products supplied by the contractor.

17. Year 2000

The internal mechanisms for handling system time and date functionality in the Dell-branded systems will not be affected by and will accommodate the rollover to the year 2000, and any date within the architecture range as detailed in the specifications for each product offered on the ESS. Dell-branded systems will work with and accommodate any compatible software which is itself Year 2000 compliant. However, contractor is not responsible for any accessories, including

software provided by third party suppliers, that improperly set, reset, or calculate dates. The procuring agency must satisfy itself that the software it chooses to use on Dell-branded system is Year 2000 compliant.

18. Product Delivery

Contractor agrees to deliver products to procuring agencies within an estimated 14-30 days after receipt of a valid purchase order.

19. Impracticality of Performance

A party shall be excused from performance under this agreement for any period that the party is prevented from performing as a result of an act of God, strike, war, civil disturbance, epidemic, court order or industry wide constraints, provided that the party has prudently and promptly acted to take any and all steps that are within the party's control to ensure performance. Subject to this provision, such non-performance shall not be deemed a default or a ground for termination.

20. Records and Audit

Contractor agrees to maintain detailed records pertaining to the price of services rendered and products delivered for a period of three years from the date of acceptance of each purchase order. These records shall be subject to inspection by the procuring agency and appropriate governmental authorities with the procuring agency's state. The procuring agency shall have the right to audit billings either before or after payment. Payment under this agreement shall not foreclose the right of the procuring agency to recover excessive or illegal payments.

21. Independent Contractor

The contractor and its agents and employees are independent contractors and are not employees of the State of New Mexico or of any participating entity. The contractor has no authorization, express or implied to bind the State of New Mexico, WSCA or any participating entity to any agreements, settlements, liability or understanding whatsoever, and agrees not to perform any acts as agent for the State of New Mexico, WSCA, or participating entity, except as expressly set forth herein. The contractor and its agents and employees shall not accrue leave, retirement, insurance, bonding, use of state vehicles, or any other benefits afforded

to employees of the State of New Mexico or participating entity as a result of this agreement.

22. Use of Subcontractors

The contractor may subcontract installation, training, warranty or maintenance services. However, the contractor shall remain solely responsible for the performance of this agreement. All procuring agency payments for products or services shall be make directly to the contractor. If subcontractors are to be used, the name of the authorized subcontractor(s) shall be identified in the applicable participating addendum(s).

23. Indemnification

The contractor shall hold the State of New Mexico, participating entities and its agencies and employees harmless and shall indemnify the State of New Mexico, participating entities and its agencies and employees against any and all claims, suits, actions, liabilities and costs of any kind, including attorney's fees for personal injury or damage to property arising from the acts or omissions of the contractor, its agents, officers, employees or subcontractors. Contractor shall not be liable for damages that are the result of negligence by the State of New Mexico, the participating entity, or its employees.

To the extent permitted by State law, participating entities agree to be responsible for their own acts, errors or omissions pertaining to this Indemnification provision.

24. Amendments

The agreement shall only be amended by written instrument executed by the parties.

25. Scope of Agreement

This agreement incorporates all of the agreements of the parties concerning the subject matter of this agreement, and all prior agreements have been merged into this agreement. No prior agreements, verbal or otherwise, of the parties or their agents shall be valid or enforceable unless embodied in this agreement.

26. Invalid Term or Condition

If any term or condition of this agreement shall be held invalid or unenforceable, the remainder of this agreement shall not be affected and shall be valid and enforceable.

27. Enforcement of Agreement

A party's failure to require strict performance of any provision of this agreement shall not waive or diminish that party's right thereafter to demand strict compliance with that or any other provision. No waiver by a party of any of its rights under this agreement shall be effective unless express and in writing, and no effective waiver by a party of any of its rights shall be effective to waive any other rights.

28. Web Site Maintenance

Contractor agrees to maintain and support an Internet website for access to the ESS, configuration assistance, product descriptions, product specifications and other aides in accordance with instructions provided by the agreement administrator. In addition, contractor may provide electronic commerce assistance for the electronic submission of purchase orders, purchase order tracking and reporting.

29. Equal Opportunity Compliance

The contractor agrees to abide by all applicable laws, regulations, and executive orders pertaining to equal employment opportunity, including federal laws and the laws of the state in which it's primary place of business is located. In accordance with such laws, regulations, and executive orders, the contractor agrees that no person in the United States shall, on the grounds of race, color, religion, national origin, sex, age, veteran status or handicap, be excluded from employment with or participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity performed by the contractor under this agreement. If the contractor is found to be not in compliance with these requirements during the life of this agreement, the contractor agrees to take appropriate steps to correct these deficiencies.

30. Limitation of Liability

The contractor's liability to a procuring agency for any cause whatsoever shall be limited to the purchase price paid to the contractor for the products and services on an individual purchase order that are the subject the procuring agency's claim. The foregoing limitation does not apply to Paragraphs 12 and 23 of this agreement or to damages resulting from personal injury caused by the contractor's negligence. In no event shall the contractor be liable for any indirect, special or consequential damages arising out of this agreement or the use of the products purchased by the procuring agency hereunder, even if the contractor has been advised of the possibility of such damages.

31. Applicable Law

This agreement shall be governed by the laws of the State of New Mexico. The Procurement Code, Sections 13-1-28 through 13-1-199 NMSA 1978, imposes civil and misdemeanor criminal penalties for its violation. In addition, the New Mexico criminal statutes impose felony penalties for bribes, gratuities and kickbacks.

32. Change in Contractor Representatives

Contractor shall appoint a primary representative to work with the agreement administrator to maintain, support and market this agreement. The NMSPA reserves the right to require a change in contractor's then-current primary representative if the assigned representative is not, in the opinion of the NMSPA, serving the needs of the State of New Mexico and the participating entities adequately.

33. Release

The contractor, upon final payment of the amount due under this agreement, releases the NMSPA, State of New Mexico and participating entities its officers and employees, from all contractual liabilities, claims and obligations whatsoever arising from or under this agreement. The contractor agrees not to purport to bind the State of New Mexico or any participating entity to any obligation, unless the

contractor has express written authority to do so, and then only within the strict limits of the authority.

34. Confidentiality

Any confidential information provided to or developed by the contractor in the performance of this agreement shall be kept confidential and shall not be made available to any individual or organization by the contractor without the prior written approval of the participating entity.

35. Conflict of Interest

The contractor warrants that it presently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of services required under this agreement.

36. Replacement Parts

Replacement parts may be refurbished.

37. FCC Certification

The contractor agrees that hardware supplied by the contractor meets all applicable FCC Certifications. Improper, falsely claimed, or expired FCC certifications are grounds for termination.

38. Site Preparation

A procuring agency shall prepare and maintain its site in accordance with written instructions furnished by the contractor prior to the scheduled delivery date of any equipment or service and shall bear the costs associated with the site preparation.

39. Assignment

The contractor shall not assign nor transfer any interest in this agreement or assign any claims for money due or to become due under this agreement without the prior written approval of the NMSPA.

40. Agreement Administrator

The NMSPA shall appoint an agreement administrator whose duties shall include but not be limited to the following:

A. The administrator shall provide instructions concerning the contents of the contractor's website.

B. The administrator will facilitate dispute resolution between the contractor and procuring agencies. Unresolved disputes shall be presented to the NMSPA for resolution.

C. The administrator shall promote the use of the agreement by WSCA members and other participating entities.

D. The administrator shall advise the NMSPA regarding the contractor's performance under the terms and conditions of the agreement.

E. The administrator shall receive and approve quarterly price agreement utilization reports and the administration fee payments.

F. The administrator shall periodically verify the product prices in the ESS conform with the contractor's volume price guarantees.

42. Survival

Certain paragraphs of this agreement including but not limited to Patent, Copyright, Trademark, and Trade Secret Indemnification; Indemnification; and Limit of Liability shall survive the expiration of this agreement. Software licenses,

lease, warranty and service agreements that were entered into under the terms and conditions of this agreement shall survive this agreement.

43. Lease Agreements

Contractor may lease equipment to procuring agencies in accordance with terms and conditions approved by the appropriate governing authority for the procuring agency's jurisdiction. Such approval shall be indicated in the participating addendum.

44. Succession

This agreement shall be entered into and be binding upon the successors and assigns of the parties.

45. Notification

Either party may give written notice to the other party in accordance with the terms of this paragraph 45. Any written notice required or permitted to be given hereunder shall be deemed to have been given on the date of delivery if delivered by personal service or hand delivery or three business days after being mailed.

To NMSPA:

New Mexico State Purchasing Agent
Purchasing Division
Joseph M. Montoya State Building, Room 2016
1100 St. Francis Drive
Santa Fe, New Mexico 87505

or

P.O. Drawer 26110
Santa Fe, New Mexico 87502-0110

To Contractor:
Dell Marketing L.P. – RR8 , Box 6
1, Dell Way, Round Rock, Texas

Either party may change its representative or address above by written notice To the other in accordance with the terms of this Paragraph 45. The carrier for mail delivery and notices shall be the agent of the sender.

46. Administration Reporting and Fees

The contractor agrees to provide periodic price agreement utilization reports to the agreement administrator in accordance with the following schedule:

Period End	Report Due
October 31	December 15
January 31	March 15
April 30	June 15
July 31	September 15

The periodic report shall include the gross sales for the period subtotaled by procuring agency name or identifying number, within the procuring agency's state name. The report shall be accompanied with a check payable to Western States Contracting Alliance for an amount equal to one-tenth of one percent (0.0010) of the gross sales for the period.

The failure to file the utilization reports and fees on a timely basis shall constitute grounds for the removal of the contractor's primary representative, suspension of the price agreement or termination of the price agreement for cause.

IN WITNESS WHEREOF, the parties have executed this agreement as of the date of execution by the New Mexico State Purchasing Agent, below.

State of New Mexico
State Purchasing Agent

By: Louis T. Higgins
Louis T. Higgins
Date: 9-21-99

Contractor
Dell Marketing L.P.

By: [illegible]
Title: Manager, Proposals
Date: September 17, 1999

EXHIBIT A

Hardware Warranties (Systems)

Dell-branded hardware products come with either a one-year limited warranty or a three-year limited warranty. The standard one-year and three-year limited warranties for systems purchased in the U.S. are included in this section. The actual limited warranty statement is noted on your invoice and included in the documentation accompanying your system.

Three-Year Limited Warranty (United States Only)

Dell Computer Corporation ("Dell") manufactures its hardware products from parts and components that are new or equivalent to new in accordance with industry-standard practices. Dell warrants that the hardware products it manufactures will be free from defects in materials and workmanship. The warranty term is three years beginning on the date of invoice, as further described below.

Damage due to shipping the products to you is covered under this warranty. Otherwise, this warranty does not cover damage due to external causes, including accident, abuse, misuse, problems with electrical power, servicing not authorized by Dell, usage not in accordance with product instructions, failure to perform required preventive maintenance, and problems caused by use of parts and components not supplied by Dell.

This warranty does not cover any items that are in one or more of the following categories: software; sound cards; speakers; external devices; accessories or parts added to a Dell system after the system is shipped from Dell; accessories or parts added to a Dell system through Dell's system integration department; accessories or parts that are not installed in the Dell factory; or DellWare products. Monitors, keyboards, and mice that are included on Dell's standard price list are covered under this warranty; all other monitors, keyboards, and mice (including those sold through the DellWare program) are not covered. Product batteries for portable computers are covered only during the initial one-year period of this warranty.

Limited Warranty Coverage During Year One (United States Only)

During the one-year period beginning on the invoice date, Dell will repair or replace products returned to Dell's facility. To request warranty service, you must call Dell within the warranty period. Refer to the chapter titled "Getting Help" in your Diagnostics and Troubleshooting Guide, Reference and Troubleshooting Guide, Installation and Troubleshooting Guide, or Service Guide to find the appropriate telephone number for obtaining customer assistance. If warranty service is required, Dell will issue a Return Material Authorization Number. You must ship the products back to Dell in their original or equivalent packaging, prepay shipping charges, and insure the shipment or accept the risk of loss or damage during shipment. Dell will ship the repaired or replacement products to you freight prepaid if you use an address in the U.S. (excluding Puerto Rico and U.S. possessions). Shipments to other locations will be made freight collect.

> *NOTE: Before you ship the product(s) to Dell, back up the data on the hard-disk drive(s) and any other storage device(s) in the product(s). Remove any removable media, such as diskettes, CDs, or PC Cards. Dell does not accept liability for lost data or software. If you have any questions, call Dell for technical assistance.*

Dell owns all parts removed from repaired products. Dell uses new and reconditioned parts made by various manufacturers in performing warranty repairs and building replacement products. If Dell repairs or replaces a product, its warranty term is not extended.

Limited Warranty Coverage During Years Two and Three (United States Only)

During the second and third years of this limited warranty, Dell will provide, on an exchange basis, replacement parts for the Dell hardware product(s) covered under this limited warranty when a part requires replacement. You must report each instance of hardware failure to Dell Technical Support in advance to obtain Dell's concurrence that a part should be replaced and to have Dell ship the replacement part. Dell will ship parts using next-business-day delivery, shipping prepaid if you use an address in the U.S. (excluding Puerto Rico and U.S. possessions). Shipments to other locations will be made freight collect. Dell will include a prepaid shipping container with each replacement part for your use in returning the replaced part to Dell. Replacement parts are new or reconditioned. Dell may provide replacement parts made by various manufacturers when supplying parts to you. The warranty term for a replacement part is the remainder of the limited warranty term.

You will pay Dell for replacement parts when the replaced part is not returned to Dell within 30 days after the date the replacement part was shipped by Dell and for parts used to repair systems not covered by this limited warranty. In these events, replacement parts will be priced at Dell's then-current standard prices. Payment for these parts is due within 30 days from the date of invoice. You accept full responsibility for your software and data. Dell is not required to advise or remind you of appropriate backup and other procedures.

General

THIS WARRANTY GIVES YOU SPECIFIC LEGAL RIGHTS WHICH VARY FROM STATE TO STATE (OR JURISDICTION TO JURISDICTION. DELL'S RESPONSIBILITY FOR MALFUNCTIONS AND DEFECTS IN HARDWARE IS LIMITED TO REPAIR AND REPLACEMENT AS SET FORTH IN THIS WARRANTY STATEMENT. ALL EXPRESS AND IMPLIED WARRANTIES FOR THE PRODUCT, INCLUDING BUT NOT LIMITED TO ANY IMPLIED WARRANTIES OF AND CONDITIONS OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, ARE LIMITED IN DURATION TO THE WARRANTY PERIOD SET FORTH ABOVE AND NO WARRANTIES, WHETHER EXPRESS OR IMPLIED, WILL APPLY AFTER SUCH PERIOD. SOME STATES (OR JURISDICTIONS) DO NOT ALLOW LIMITATIONS ON HOW LONG AN IMPLIED WARRANTY LASTS, SO THE ABOVE LIMITATION MAY NOT APPLY TO YOU.

DELL DOES NOT ACCEPT LIABILITY BEYOND THE REMEDIES SET FORTH IN THIS WARRANTY STATEMENT OR LIABILITY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES, INCLUDING WITHOUT LIMITATION ANY LIABILITY FOR PRODUCTS NOT BEING AVAILABLE FOR USE OR FOR LOST DATA OR SOFTWARE. SOME STATES (OR JURISDICTIONS) DO NOT ALLOW THE EXCLUSION OR LIMITATION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE EXCLUSION OR LIMITATION MAY NOT APPLY TO YOU.

These provisions apply to Dell's three-year limited warranty only. For provisions of any on-site service contract covering your system, refer to the separate on-site service contract that you will receive.

> *NOTE: If you chose one of the available warranty and service options in place of the standard Three-Year Limited Warranty described above, the option you chose will be listed on your invoice.*

Warranties (Dell Customer Kits)

One-Year Limited Warranty (United States Only)

Dell Computer Corporation ("Dell") manufactures its hardware products from parts and components that are new or equivalent to new in accordance with industry-standard practices. Dell warrants that the hardware products it manufactures will be free from defects in materials and workmanship. The warranty term is one year beginning on the date of invoice, as further described below.

Damage due to shipping the products to you is covered under this warranty. Otherwise, this warranty does not cover damage due to external causes, including accident, abuse, misuse, problems with electrical power, servicing not authorized by Dell, usage not in accordance with

product instructions, failure to perform required preventive maintenance, and problems caused by use of parts and components not supplied by Dell.

This warranty does not cover any items that are in one or more of the following categories: software; sound cards; speakers; external devices; accessories or parts added to a Dell system after the system is shipped from Dell; accessories or parts added to a Dell system through Dell's system integration department; accessories or parts that are not installed in the Dell factory; or DellWare® products. Monitors, keyboards, and mice that are included on Dell's standard price list are covered under this warranty; all other monitors, keyboards, and mice (including those sold through the DellWare program) are not covered.

Dell will repair or replace products returned to Dell's facility. To request warranty service, you must call Dell within the warranty period. Refer to the chapter titled "Getting Help" in your *Diagnostics and Troubleshooting Guide, Reference and Troubleshooting Guide, Installation and Troubleshooting Guide, or Service Guide* to find the appropriate telephone number for obtaining customer assistance. If warranty service is required, Dell will issue a Return Material Authorization Number. You must ship the products back to Dell in their original or equivalent packaging, prepay shipping charges, and insure the shipment or accept the risk of loss or damage during shipment. Dell will ship the repaired or replacement products to you freight prepaid if you use an address in the U.S. (excluding Puerto Rico and U.S. possessions). Shipments to other locations will be made freight collect.

> *NOTE: Before you ship the product(s) to Dell, back up the data on the hard-disk drive(s) and any other storage device(s) in the product(s). Remove any removable media, such as diskettes, CDs, or PC Cards. If you have any questions, call Dell for technical assistance.*

Dell owns all parts removed from repaired products. Dell uses new and reconditioned parts made by various manufacturers in performing warranty repairs and building replacement products. If Dell repairs or replaces a product, its warranty term is not extended.

THIS WARRANTY GIVES YOU SPECIFIC LEGAL RIGHTS WHICH VARY FROM STATE TO STATE (OR JURISDICTION TO JURISDICTION). DELL'S RESPONSIBILITY FOR MALFUNCTIONS AND DEFECTS IN HARDWARE IS LIMITED TO REPAIR AND REPLACEMENT AS SET FORTH IN THIS WARRANTY STATEMENT. ALL EXPRESS AND IMPLIED WARRANTIES FOR THE PRODUCT, INCLUDING BUT NOT LIMITED TO ANY IMPLIED WARRANTIES OF AND CONDITIONS OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, ARE LIMITED IN DURATION TO THE WARRANTY PERIOD SET FORTH ABOVE AND NO WARRANTIES, WHETHER EXPRESS OR IMPLIED, WILL APPLY AFTER SUCH PERIOD. SOME STATES (OR JURISDICTIONS) DO NOT ALLOW LIMITATIONS ON HOW LONG AN IMPLIED WARRANTY LASTS, SO THE ABOVE LIMITATION MAY NOT APPLY TO YOU.

DELL DOES NOT ACCEPT LIABILITY BEYOND THE REMEDIES SET FORTH IN THIS WARRANTY STATEMENT OR LIABILITY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES, INCLUDING WITHOUT LIMITATION ANY LIABILITY FOR PRODUCTS NOT BEING AVAILABLE FOR USE OR FOR LOST DATA OR SOFTWARE. SOME STATES (OR JURISDICTIONS) DO NOT ALLOW THE EXCLUSION OR LIMITATION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE EXCLUSION OR LIMITATION MAY NOT APPLY TO YOU.

These provisions apply to Dell's one-year limited warranty only. For provisions of any on-site service contract covering your system, refer to the separate on-site service contract that you will receive.

Special Policies (DellWare, ReadyWare, DellPlus)

DellWare (Software and Add-Ons)

DellWare includes all non-Dell branded third-party software and peripherals purchased -- but not installed -- through Dell. All DellWare products feature warranties from the original manufacturer or publisher, not Dell. Since third-party manufacturer warranties may vary from product to product, consult your product documentation for specific warranty information.

For assistance in locating the technical support telephone number for the manufacturer of your product purchase, call the toll-free service number, 800/753-7201, and follow the voice prompts.

No free support (including installation, configuration, and usage) is provided for DellWare items by Dell. However, hardware support may be available from the original manufacturer.

You can obtain software support for commonly asked questions from Dell's AutoTech system at 800 247-9362 or Dell's TechFax system at 800/950-1329. Software support may also be obtained by purchasing a software support contract or it may be available through the software manufacturer.

NOTE: Non-Dell branded third-party items are not covered under the Dell system service contract.

DellWare Return Policy (U.S. and Canada Only)

If you are an end-user customer who bought non-Dell branded third-party software or peripheral products directly from a Dell company, you may return as-new products to Dell up to 30 days from the date of invoice for a refund of the product purchase price (if already paid). This refund will not include any shipping and handling charges shown on your invoice.

DellWare products found to be defective in materials or workmanship may be returned to Dell for replacement at any time within 90 days after the date of the invoice for the product(s). After this 90-day period, the product is covered by any original manufacturer's warranty. Any warranty and technical support provided on a non-Dell branded third-party software or peripheral product is provided by the original manufacturer, not by Dell. The warranties and technical support may vary from product to product.

To return products, you must call Dell Customer Service to receive a Credit Return Authorization Number. You must ship the non-Dell branded third-party products to Dell in their original manufacturer's packaging, prepay shipping charges, and insure the shipment or accept the risk of loss or damage during shipment.

To qualify for refund or replacement, returned DellWare products must be in as-new condition, and all of the manuals, diskette(s), CD(s), power cables, and other items included with a product must be returned with it.

ReadyWare

Dell's ReadyWare program can help you customize your Dell system. The program provides a seamless process for factory installing certain applications, software packages or hardware on your Dell system for an additional fee.

ReadyWare Hardware

Dell provides support for the initial installation and configuration of hardware that is purchased and installed under the ReadyWare program. These items carry a one-year limited warranty from Dell in addition to any warranty provided by the original manufacturer. Unless excluded by limitations, these items are covered under the system's initial on-site or parts-delivery service contract coverage.

ReadyWare Software

Installation and configuration support are provided for ReadyWare software for the first 30 days from the invoice date. Thereafter, installation and configuration support for ReadyWare software may be available from the software manufacturer or through the following Dell services:

- AutoTech system (800/247-9362)
- TechFax SM system (800/950-1329)
- Fee-Based Technical Support (available for a fee on an as-needed basis - please have a credit card number ready)
- Software support contract

ReadyWare Returns

Hardware items purchased through ReadyWare may be returned for credit under Dell's then-current "Total Satisfaction" Return Policy.

NOTES: *To expedite the processing of your credit, Dell expects that you will return the complete package to Dell, in the proper packaging, within five days after Dell issues the Credit Return Authorization Number.*

For customers who want to return either application software or operating system software that is Dell installed, the system itself must be returned, along with any media and documentation that may have been included in the original shipment.

Returns arriving outside of the five-day window are subject to depreciation of the final credit/refund. Incomplete returns may not be credited.

DellPlus

Through the DellPlus program, you can have a system specially manufactured or custom-configured for a fee. DellPlus items are often unique, custom-designed hardware and/or software with specific applications and functions, which you select from the open market or from special vendors and developers.

The warranty and return policies for DellPlus configurations differ from Dell's standard system warranty and return polices. Please contact your sales representative and ask about the DellPlus Parts Replacement Program.

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