

Intel Software Maintenance Agreement

What is the Software Maintenance Agreement?

The Software Maintenance Agreement provides for one year

- all software upgrades and maintenance releases for your LANDesk network management software
- Phone support for installation, configuration and usage questions for one designated contact
 - 503-264-7000 technical support hotline
 - for the product covered in the Software Maintenance Agreement

Note: In order to purchase services under this agreement, customer must be using the most current version of the software product at the time of Software Maintenance Agreement purchase.

In addition to your Software Maintenance Agreement, we also offer the following phone support options that can enhance your level of support.

Professional Support:

- \$500 annual fee
- covers **all** Intel brand products
- unlimited **toll-free** calls for one designated contact
- priority queuing to senior engineers
- e-mail alert service

Enterprise Support:

Includes all features of the Professional subscription plus

- unlimited toll free calls for four designated contacts
- extended technical phone support hours
- highest level of priority queuing to senior engineers
- e-mail alert service and e-mail support with next-business day response

Stay up to date on the latest in Intel network management technology. Order your Software Maintenance Agreement today. Complete the attached forms and either mail or fax per the instructions

Questions? Ask your reseller, Intel Sales Representative or call Intel at 800-538-3373, ext. 276. You can also visit our web site at www-cs.intel.com.

Intel Support Services agreements are currently available in the US and Canada only.

SOFTWARE MAINTENANCE AGREEMENT

Intel Support Services Order Form

Complete this form and fax (503-264-4002) or mail it to Intel Support Services, JF3-335, 5200 NE Elam Young Parkway, Hillsboro, OR 97124-6497. Return the order form and the system information sheet and a copy of the PO. Please print. Allow two to three weeks for your acknowledgement letter.

Customer Information (end user)

Company name _____

Business contact _____

Address _____

City, State or Province, Zip or Postal Code _____

Phone number _____

Fax number _____

E-mail _____

Select a Support Service

Customer is purchasing agreement directly from Intel

Reseller is purchasing agreement for customer (end-user)

Reseller Company Name _____

Reseller Contact _____

Reseller phone number _____

Reseller address _____

Indicate which support services you wish to purchase, quantity and price. Note that the SMA are taxable.

	Price of subscription	Qty	Price
Professional Support Subscription (one technical contact included)	\$500		
Enterprise Support Subscription (four technical contacts included)	\$2500		
Hardware Maintenance Agreement (HMA)	For purchasing information, request the Hardware Maintenance Agreement from the World Wide Web at: www-cs.intel.com Or order doc. #6715 from FaxBack [†] at (800) 525-3019.		
Software Maintenance Agreement (SMA)	End-users use pricing worksheet on page 4. For reseller pricing information, contact your Intel Sales representative or call (800) 538-3373, ext. 276.		**
		Service Total \$	
		Sales or Use Tax**	
		Total \$	
<small>** Add sales and use tax where applicable. Intel reserves the right to correct sales tax rate and/or collect sales tax as required by law without notice. Intel is not registered in AK, DE, LA, ME, MT, NV, NH, ND, OR, VT, WV, WY, or DC. The customer is responsible for paying any sales/use taxes due in these states. For reseller sales/use tax exemption, please complete the form in FaxBack[†] document #8701 and include it with this agreement. Canadian residents are taxed on all Intel Support Services. US residents are taxed only on SMA and HMAs.</small>			

SOFTWARE MAINTENANCE AGREEMENT

Technical Contacts: One contact only for Maintenance Agreement. +The first technical contact listed will receive all software upgrades. Please list one contact only for each Hardware Maintenance Agreement and Professional Support Subscription and four contacts for Enterprise Support Subscriptions. Your complete E-mail address is necessary for e-mail notification.

1) Name+ _____
 Company _____
 Address _____

2) Name _____
 Company _____
 Address _____

City, State or Province, Zip or Postal Code _____
 Phone number _____
 Fax number _____
 E-mail address _____

City, State or Province, Zip or Postal Code _____
 Phone number _____
 Fax number _____
 E-mail address _____

3) Name _____
 Company _____
 Address _____

4) Name _____
 Company _____
 Address _____

City, State or Province, Zip or Postal Code _____
 Phone number _____
 Fax number _____
 E-mail address _____

City, State or Province, Zip or Postal Code _____
 Phone number _____
 Fax number _____
 E-mail address _____

Payment Information:

Credit Cards

Visa
 MasterCard
 AmericanExpress
 Credit Card Number _____
 Expiration Date: _____
 Signature: _____

Purchase Orders: Fill in all information

Attach Purchase Order
 PO# _____
 Terms of Sale: net 30 days from order
 Accounts Payable Contract Name: _____
 Accounts Payable phone: _____

Company Checks: Make checks payable to Intel Corporation.

THIS ANNUAL AGREEMENT SHALL BE EFFECTIVE FOR CUSTOMERS IN THE UNITED STATES AND CANADA ONLY. THIS AGREEMENT INCLUDES THE TERMS AND CONDITIONS ON THE PREVIOUS PAGE AND THOSE LISTED UNDER TERMS AND CONDITIONS OF THIS AGREEMENT WHICH SHALL BECOME EFFECTIVE ON THE DATE OF INTEL'S ACKNOWLEDGMENT LETTER. **PLEASE NOTE THAT INTEL CANNOT ACCEPT YOUR ORDER WITHOUT A SIGNATURE.**

Signature _____
 Printed name _____
 Company name _____

INTEL USE ONLY	
Professional number _____	Enterprise number _____
SMA number _____	HMA number _____
Agreement valid from _____	to _____

SOFTWARE MAINTENANCE AGREEMENT

INTEL SOFTWARE MAINTENANCE AGREEMENT PRICING - Note: you must be at current version of software in order to purchase a maintenance agreement.

Product Code	Product Name	Maintenance Agreement Price	# of Units	Total
LDWM40v1.1	LANDesk® Workgroup Manager v1.1 1000 Nodes	\$7,200		
LDWM100v11	LANDesk Workgroup Manager v1.1 250 Nodes	\$2,250		
LDWMv1.1	LANDesk Workgroup Manager v1.1 25 node	\$270		
SLAN 1500-1Kv25	LANDesk Management Suite v2.5 1000 node license	\$9,000		
SLAN 1500-1Hv25	LANDesk Management Suite v2.5 100 node license	\$1,125		
SLAN 1500-10v25	LANDesk Management Suite v2.5 10 node license	\$180		
SLAN 1500-5v25	LANDesk Management Suite v2.5 5 node license	\$135		
LDVPNT 20 v1.6	LANDesk Virus Protect NT v1.6 20 Pack	\$1,791		
LDVPNT 4 v1.6	LANDesk Virus Protect NT v1.6 4 Pack	\$637		
LDVPNT v1.6	LANDesk Virus Protect NT v1.6	\$179		
SLAN 1218 20v30	LANDesk Virus Protect v3.0 20 Pack	\$1,791		
SLAN 1218 4v30	LANDesk Virus Protect v.3.0 4 Pack	\$537		
SLAN 1218 v30	LANDesk Virus Protect v.3.0	\$179		
LDWM v1.1	LANDesk Workgroup Manager - 25 nodes v1.1	\$180		

Total Software Agreement Price

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Sales / Use Tax

Total Price

*** Add sales and use tax where applicable. Intel reserves the right to correct sales tax rate and/or collect sales tax as required by law without notice. Intel is not registered in AK, DE, LA, ME, MT, NV, NH, ND, OR, VT, WV, WY, or DC. The customer is responsible for paying any sales/use taxes due in these states. For reseller sales/use tax exemption, please complete the form in FaxBack† document #8701 and include it with this agreement. Canadian residents are taxed on all Intel Support Services. US residents are taxed only on SMA and HMAs.

SOFTWARE MAINTENANCE AGREEMENT

TERMS AND CONDITIONS

1. **SCOPE:** Intel agrees to provide software maintenance for LANDesk® Workgroup Manager, LANDesk® Management Suite, and LANDesk® Virus Protect Software products identified in this agreement. Purchase of these software maintenance services does not extend, modify, or enhance the original hardware and software product warranty, if any, in any way for each of the above products.
2. **PERIOD:** This agreement shall commence on the date it is accepted by Intel and shall remain in effect for the period stated on the acknowledgment letter.
3. **STATEMENT OF WORK: Intel will provide the following services:**

Telephone Support: Telephone support is available only for the products specifically covered under this agreement and is limited to questions on product installation, configuration and usage.

- A. Telephone support will be offered through Intel's Customer Support Group during the business hours of 7:00 AM - 5:00 PM Pacific Time, Monday through Friday, excluding holidays and Thursday from 3:00 - 5:00 PM.
- B. Intel will provide software telephone support to customer's technical contact listed on the face hereof for the software covered under this agreement. Technical contact will identify the Software Maintenance Agreement number when calling into Intel Technical Support at 503-264-7000.
- C. Professional or Enterprise Subscription holders will receive priority in the LANDesk® product queue by calling the number specified on their contracts and providing their pin number.

Software Maintenance and Upgrades:

- A. If Intel, in its sole discretion, creates maintenance software releases and software upgrades, Intel shall provide such updates and upgrades to the customer's Technical Contact. Distribution of software upgrades or updates does not include installation. Such upgrades and updates will be provided by Intel when Intel makes them generally available in the marketplace.
 - B. Software Maintenance does not include assistance for customer's application requirements.
 - C. All Software Maintenance provided, including documentation and program materials, are subject to this Agreement and the applicable Software License Agreement.
 - D. You must be at current version of the software in order to purchase a maintenance agreement
4. **FORCE MAJEURE:** Intel will not be liable for any failure to perform due to unforeseen circumstances or causes beyond Intel's reasonable control, including, but not limited to, acts of God, war, riot, embargoes, acts of civil or military authorities, delay in delivery by Intel's vendors, fire, flood, accident, strikes, inability to secure transportation, facilities, fuel, energy, labor or materials. In the event of force majeure, Intel's time for delivery or other performance will be extended for a period equal to the duration of the delay caused thereby.
 5. **LIMITED WARRANTY:**
 - A. Intel's sole warranty with respect to the software upgrades or updates shall be in accordance with the terms of the warranty, if any, provided with your original hardware and software product acquisition.
 - B. Repair or replacement of products shall not extend the term of this Agreement beyond the dates specified in this agreement.
 6. **EXCLUSIONS OF OTHER WARRANTIES:** INTEL DISCLAIMS THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, ARE EXCLUDED. INTEL NEITHER ASSUMES NOR AUTHORIZES ANY OTHER PERSON TO ASSUME ANY OTHER LIABILITIES IN CONNECTION WITH THE SOFTWARE SUPPORT PROVIDED HEREUNDER.

SOFTWARE MAINTENANCE AGREEMENT

7. **ASSIGNMENT:** Company may not assign any rights hereunder without the prior written approval of Intel, and any attempt to assign any rights, duties, or obligations hereunder without Intel's written consent will be void. Intel may assign all or any part of its rights or obligations without Company's consent.
8. **LIMITATION OF LIABILITY:** INTEL'S SOLE LIABILITY HEREUNDER SHALL BE LIMITED TO DIRECT, OBJECTIVELY MEASURABLE DAMAGES. IN NO EVENT SHALL INTEL HAVE ANY LIABILITY FOR ANY INDIRECT, CONSEQUENTIAL, SPECIAL, INCIDENTAL, OR SPECULATIVE DAMAGES INCLUDING, BUT NOT LIMITED TO, LOSS OF USE, BUSINESS INTERRUPTIONS, LOSS OF GOODWILL, AND LOSS OF PROFITS, IRRESPECTIVE OF WHETHER INTEL HAS ADVANCE NOTICE OF THE POSSIBILITY OF ANY SUCH DAMAGES. NOTWITHSTANDING THE FOREGOING, INTEL'S TOTAL LIABILITY FOR ALL CLAIMS UNDER THIS AGREEMENT SHALL NOT EXCEED THE AMOUNT PAID FOR THE SOFTWARE SERVICES DURING THIS AGREEMENT. THE PARTIES ACKNOWLEDGE THAT THESE LIMITATIONS ON POTENTIAL LIABILITIES WERE AN ESSENTIAL ELEMENT IN SETTING CONSIDERATION UNDER THIS AGREEMENT.
9. **TERMINATION FOR DEFAULT:** Without limiting any other remedies available under this Agreement at law or in equity, in the event that either party shall be in material breach or default of any of the terms or conditions of this Agreement, then the other party shall have the right to cancel this Agreement without any obligation or liability to the other party.
10. **GENERAL:**
 - A. Payment of any invoice is due within thirty (30) days from the invoice date.
 - B. This Agreement, which incorporates the exhibits hereto, constitutes the entire agreement between the parties with respect to the subject matter hereof, supersedes all prior and contemporaneous agreements and negotiations, oral or written, express or implied, and may only be modified in writing and signed by authorized representatives of both parties. No waiver of any breach hereof shall be held to be a waiver of any other or subsequent breach.
 - C. THESE TERMS AND CONDITIONS WILL PREVAIL NOTWITHSTANDING ANY DIFFERENT, CONFLICTING OR ADDITIONAL TERMS AND CONDITIONS WHICH MAY APPEAR ON ANY PURCHASE ORDER SUBMITTED BY CUSTOMER. Deviations from the terms and conditions of this Agreement are not valid unless agreed to in writing by both parties.
 - D. This Agreement and its terms will be governed by the laws of the State of California.
 - E. All rights and remedies, whether conferred hereunder, or by any other instrument or law will be cumulative and may be exercised singularly or concurrently. Failure by either party to enforce any term will not be deemed a waiver of future enforcement of that or any other term. The terms and conditions stated herein are declared to be severable.
 - F. In order to purchase services offered under this Software Maintenance Agreement, Company must be utilizing the most current version of the Software product at the time of purchase of this Agreement.

¹ Other brands or trademarks are the property of their respective owners.