

Please read these terms of use carefully. We want you to use this site, but if you use this site in any manner these terms apply to you. By accessing, browsing or using this website, any of its software, content, services, or information, you acknowledge that you have read, understood and agree to be bound by these terms of use. If you do not agree to all of these terms, do not use this website. If you are using the website on behalf of your employer or another entity, you represent and warrant that you are authorized to accept these terms on your employer's or other entity's behalf, and that your employer or other entity agrees to indemnify Dell for violations of these terms of use.

- 1) This SharePoint User Group Web site is a service made available by Dell ("Sponsor"). All software, documentation, data, information and other materials provided on or through this Website ("Content") may be used only under the following terms and conditions ("Terms of Use") and any applicable licenses.
- 2) Sponsor and the users of this Website ("Users") do not want to receive confidential information from you through this Website. Any information or material you submit to this website will be deemed not to be confidential. You are responsible for the content that you submit, and you, not Sponsor, have full responsibility for that content, including its legality, reliability, appropriateness, originality, and related patent and copyright matters.
- 3) You are prohibited from posting or transmitting to or from this Website any unlawful, threatening, libelous, defamatory, obscene, pornographic, or profane material, any software virus, worm or other material of a disruptive or destructive nature, or any other material that could give rise to any civil or criminal liability under the law. You are further prohibited from using this Website to: (a) transmit spam, bulk or unsolicited communications; (b) pretend to be Sponsor or someone else, or spoof Sponsor's or someone else's identity; (c) misrepresent your affiliation with a person or entity; (d) collect or store personal data about other Users unless specifically authorized by such Users.
- 4) The Website may contain links to third-party websites or resources. We hope these resources will prove useful, but Sponsor and the Users make no representations whatsoever about any other website or external resources that you may access through this Website or through a link from this Website. When you access another website or external resource, even one that may contain this Website's name or mark, you acknowledge and agree that it is independent and that Sponsor is not responsible or liable for: (a) the availability or accuracy of such websites or

resources; or (b) the content, products, or services on or available from such websites or resources. Links to such websites or resources do not mean that the Users or Sponsor endorse or accept any responsibility for the content on, or the use of, such websites or external resources. You acknowledge sole responsibility for and assume all risk arising from your use of any such websites or resources.

- 5) Sponsor may run advertisements and promotions from third parties on this Website in order to fund activities of the User Group. Any action you may take based upon such advertisements or promotions of a third party, and any dealings you may have with such third party, are solely between you and that third party. Sponsor is not responsible or liable for any loss or damage of any sort incurred as to result of any such actions or dealings or as a result of the presence of any non-Dell advertiser on this Website.
- 6) To the full extent permitted by law, Sponsor is not liable to you or any other individual or entity for any direct, indirect, incidental, punitive, special or consequential damages related to or arising out of any use of, access to, or inability to access this website, content, or of any other linked website or external resource including, without limitation, any lost profits, lost sales, lost revenue, loss of goodwill, business interruption, loss of programs or other data even if Dell is expressly advised or aware of the possibility of such damages or losses. You assume all risk for any damage to your computer system or loss of data that results from obtaining any content from the website, including any damages resulting from computer viruses, worms, or other items of a destructive nature. Because of the community-oriented nature of this website, Dell cannot warrant that all items posted on this website are accurate and correct. Some jurisdictions do not allow the exclusion or limitation of liability for consequential or incidental damages, so the above limitation may not apply to you.
- 7) Sponsor reserves the right to investigate complaints or reported violations of these Terms of Use, and/or applicable licenses and copyright information on the Website and to take any action Sponsor deems appropriate including, without limitation, reporting and providing information of any suspected unlawful activity to law enforcement officials, regulators, or other third parties, including disclosing any information necessary or appropriate to such persons or entities relating to user profiles, e-mail addresses, usage history, posted materials, IP addresses, and traffic information.

- 8) Sponsor reserves the right to seek all remedies available at law and in equity for violations of these Terms of Use, including, but not limited to, the right to block access from a particular Internet address to this Website.
- 9) This Website may contain other proprietary notices, licenses and copyright information, the terms of which must be observed and followed by you. In the event of any conflict between the license(s) applicable to Content and the Terms of Use, the applicable license(s) prevail. Except as otherwise expressly stated, by providing the Content, Sponsor does not grant any licenses to any copyrights, patents or any other intellectual property rights.
- 10) The Content provided on this Website is provided under the terms and conditions of the applicable license(s) on the Website. Any Content provided by you is made available to Users and Sponsor under the terms of the license(s) applicable to contributing such Content to the Website. For all Content, including, without limitation, patent, copyright, and other intellectual property rights in such Content, owned or licensable by you at any time without payment, ideas, concepts, know-how and techniques, uploaded, submitted or otherwise made available by you on the Website or to the Users and/or Sponsor (collectively "Material"), you grant (or warrant that the owner of such rights has expressly granted) Sponsor a worldwide, unrestricted, royalty-free, fully paid up, irrevocable, perpetual, non-exclusive license to use, make, reproduce, import, compile, prepare derivative works of, publicly display, publicly perform, transmit, sell, distribute, sublicense, demonstrate, market, disclose, have made, offer for sale, lease, transfer or otherwise exploit such Materials, and/or derivative works thereof, and authorize third parties to do any, some or all of the foregoing including, but not limited to, sublicensing others to do any, some or all of the foregoing indefinitely. You represent that you are legally entitled to grant the rights and privileges conveyed by this section and warrant that your Material, to the best of your knowledge, does not violate any other party's patents, copyrights, trademarks or other intellectual property rights.
- 11) You acknowledge that Sponsor: (i) does not pre-screen Content; (ii) has discretion to determine whether to post or not post Content; and (iii) can delete, cease providing, or modify the Content at any time for any reason. The Content on this Website may contain technical inaccuracies or typographical errors. Sponsor may also improve or change the Content at any time without notice. Sponsor reserves the right, at any time, with or without cause and without notice, to modify, suspend or terminate in whole or in part: (i) the Services, (ii) your use or access to the Services, or (iii) both. Sponsor is not liable to you or any third party for any modification or

deletion of Content, for any posting refusal to post Content, or any modification, suspension or termination of Services. Please understand that this is an active Website and we expect that the Content is likely to change.

- 12) If you choose to register on this Website, you are responsible for providing accurate and complete information about yourself during registration and to updating such information to keep it current. You accept all risks of unauthorized access to the information that you provide. Sponsor may, in its sole discretion, terminate the accounts or access rights of Users who may have provided inaccurate or incomplete information during registration. We hope that, given these restrictions, you still take the time to provide a full profile which lets other people in the community get to know you.
- 13) Sponsor is committed to respecting the intellectual property rights of others, and we ask our Users to do the same. Sponsor may, in its sole discretion, terminate the accounts or access rights of Users who may be infringing or may otherwise be violating the intellectual property rights of others. If you believe that your work has been copied on this Website in a way that constitutes infringement, please contact the copyright agent as described in the copyright policy set forth in detail elsewhere on the Website.
- 14) Sponsor may amend these Terms of Use at any time by posting the amended terms on this Website. By continuing to access or use the Website, Services or Content after Sponsor makes any such revision, you agree to be bound by the revised Terms of Use.
- 15) Notwithstanding anything to the contrary, if you choose to participate in this Website, whether by contributing code, participating in mailing lists or sending e-mails, your participation is public and your privacy cannot be protected to the extent that you provide personal information such as your e-mail address. To the extent that you contribute code, information, articles or other material to this Website containing personal information, Sponsor cannot protect the privacy of such personal information and such material may be provided to others under the Terms of Use and applicable licenses.

Published: 1/9/2009