

Dell/Dassault Systemes Americas Corp. ("DSAC") 2009 Promotion ("Promotion")

1. Promotion involves receipt of a Dell web address ("URL") with access to special promotions on selected Dell PowerEdge™ servers (before tax, fees, shipping & handling), with each license of DSAC's CATIA PLM Express® or ENOVIA SMARTEAM software purchased by August 31st, 2009. Not to be combined with other Dell discounts or offers. Eligible ENOVIA SMARTEAM or CATIA® software includes CATIA® PLM Express. V5. Limit of 5 unit purchases per customer.

2. Once DSAC has determined that a respondent has qualified in DSAC's sole discretion ("Pre-Qualified Respondents"), a DSAC sales person or an authorized DSAC reseller will send a URL via email.

3. This Promotion is only open to Pre-Qualified Respondents located in North America*.

4. ELIGIBILITY: Employees of DSAC, DSAC resellers, Dell Marketing L.P. and the immediate family members of, and any persons domiciled with, such employees, are not eligible to participate.

5. This Promotion is sponsored by DSAC and Dell Marketing L.P.. Contact information for Dell Marketing L.P. is One Dell Way , Mail Stop 8056, Round Rock, TX 78682. and for DSAC is 10330 David Taylor Drive, Charlotte, NC 28262, USA. Telephone: 704-264-8989 U.S. and Canada.

6. Limitation of Liability. ALL MATERIALS PROVIDED AT THIS WEBSITE AND CONCERNING THIS PROMOTION ARE PROVIDED "AS IS" AND WITHOUT ANY WARRANTIES OF ANY KIND, INCLUDING WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NONINFRINGEMENT.

7. IN NO EVENT SHALL DSAC OR DELL BE LIABLE FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES OR DAMAGES FROM BUSINESS INTERRUPTION OR LOSS OF PROFITS, REVENUE, DATA OR USE, INCURRED BY YOU OR ANY THIRD PARTY, WHETHER BASED ON WARRANTY OR IN CONTRACT, TORT, OR OTHER LEGAL THEORY, AND WHETHER OR NOT ADVISED OF THE POSSIBILITIES OF SUCH DAMAGES, ARISING FROM YOUR ACCESS TO, OR USE OF, THIS WEBSITE, PARTICIPATION IN THIS PROMOTION, ELECTRONIC OR COMPUTER MALFUNCTIONS, OR YOUR PARTICIPATION IN THIS PROMOTION, EVEN IF DSAC HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

8. THIS PROMOTION IS VOID WHERE PROHIBITED BY LAW.

9. DSAC and/or Dell reserve the right to disqualify persons and/or companies found tampering with or otherwise abusing any aspect of this Promotion as solely determined by Dell and/or DSAC. In the event the Promotion is compromised by non-authorized human intervention, tampering or other causes beyond the reasonable control of Dell and/or DSAC that corrupt or impair the administration, security, fairness or proper operation of the Promotion, Dell and/or DSAC reserve the right in their sole discretion to suspend, modify or terminate the Promotion.

10. TERMS: Pricing, specifications, availability and terms of offers may change without notice, are not transferable and are valid only for new purchases from Dell Marketing LLP for delivery in the 50 United States. Taxes, fees, shipping, handling and any applicable restocking charges extra, vary, and are not subject to discount. Offers not necessarily combinable. Discounts cannot be retroactively applied. Dell cannot be responsible for pricing or other errors and reserves the right to cancel orders arising from such errors. Limit 5 systems and 5 discounted or promotional products per customer. In case of customers leasing under this promotion, please note that items leased will be subject to applicable end of lease options or requirements. All sales are subject to Dell's Terms and Conditions of Sale located at <http://www.dell.com/terms> unless you have a separate agreement with Dell

11. TRADEMARKS: Dell, the Dell logo, PowerEdge are trademarks of Dell Marketing L.P. Dell disclaims proprietary interest in the names and marks of others. Copyright 2007 Dell Marketing L.P. All rights reserved. Reproduction or distribution in any manner whatsoever without the express written permission of Dell Marketing L.P. is strictly forbidden.

**Canadian respondents will be eligible to receive the discount in promotion however Canada will follow a different process from the coupon code fulfillment that will be utilized in the United States. Eligible Canadian respondents will be provided with a specific set of instructions.*