

SUPPLEMENTAL TERMS FOR U.S. FEDERAL RESELLERS

The following terms (“**Supplemental Terms**”) add Dell Federal Systems L.P. (“**Dell**”) as the authorized seller for purchases intended for sale to the Federal End Users, and shall apply to you only if you are reselling to the United States Government or to other entities as authorized in [GSA Order ADM 4800.2](#) as amended (collectively, “**Federal End Users**”). With the Dell Federal segment’s prior written approval, you may purchase Products and Services, defined below, for resale to a company approved by the Dell Federal segment for their support of a Federal End User prime or subcontract, or for your internal use. To the extent there is a conflict between these Supplemental Terms and the Dell Technologies Partner Program Agreement Terms and Conditions (including terms referenced therein), the Supplemental Terms will take precedence and govern.

- 1. Supplemental Terms.** These Supplemental Terms apply to your purchase (whether from Dell or from a Dell Federal Distributor) and resale of (a) any Dell-branded, EMC branded, or Dell EMC branded products and licensed software products (collectively “**Dell Products**”), (b) any non-Dell-branded products, licensed software products, and services (each, a “**Third Party Product**”) (Dell Products and Third Party Products are collectively referred to herein as “**Products**”), and (c) any Dell services (each, a “**Service**”), unless you have a separate written agreement with Dell that expressly applies to your purchase and resale of such Products and Services to Federal End Users or for your internal use.
- 2. Orders to Dell Federal Reseller Team.** To ensure compliance with applicable U.S. Government regulations, you must disclose that the purchase is for a Federal End User and place the order through Dell Federal Systems L.P. Dell quotes for Products and Services intended for resale to Federal End Users must be solicited from Dell’s Federal Reseller Team, at 866-931-3355 (sales queue), 512-283-9983 (fax), or 866-672-3521 (PO submission).
- 3. Federal Acquisition Regulations.** Any purchase order subject to these Supplemental Terms is a subcontract for commercial products, as defined in Federal Acquisition Regulation (FAR) Subpart 2.1. Accordingly, FAR Subpart 12.5 and the mandatory flowdown clauses set forth in FAR 52.244-6 effective as of the date the order issued to Dell are applicable to orders issued to Dell under these Supplemental Terms. Any additional FAR or agency FAR Supplement clauses are specifically rejected by Dell and shall have no force or effect unless Dell accepts their inclusion in writing.
- 4. U.S. Government Restricted Rights.** The software and documentation provided with Products and Services are “**commercial products**” as defined in Federal Acquisition Regulation (“**FAR**”) Section 2.101, consisting of “**commercial computer software**” and “**commercial computer software documentation**” as these terms are used in FAR 12.212 and Defense Federal Acquisition Regulation Supplement (“**DFARS**”) Section 227.7202, as applicable. Consistent with FAR 12.212 and DFARS 227.7202, all U.S. Government end-users acquire the software and documentation with only those rights set forth herein.
- 5. Trade Agreements Act (“TAA”).** Dell’s information technology systems (IT Systems) (e.g., notebooks, desktops, workstations, servers, data storage equipment) comply with the Trade Agreements Act (TAA) as specified in FAR §52.225-5. Dell’s IT Systems may include ancillary peripheral items that attach to the IT System (e.g., monitors, mice, keyboards, port replicators). These peripheral items may not comply with the TAA when sold alone, but will take on the TAA designation of the IT System with which the peripheral item is contemporaneously sold. Peripheral items not sold contemporaneously with an IT System will comply with the TAA on their own. Dell also provides replacement/spare parts for its IT Systems (e.g., HDDs, memory, SSDs, processors) that are integrated internally into the IT System. These replacement/spare parts may not comply with the TAA, but will take on the TAA designation of the IT System inside which that replacement/spare part will be integrated. **YOU SHALL ENSURE THAT ANY AND ALL REQUESTS FOR TAA-COMPLIANT PRODUCTS ARE DISCLOSED TO DELL IN WRITING AT THE TIME OF YOUR SOLICITATION OR REQUEST FOR QUOTE, ARE ACKNOWLEDGED BY DELL IN WRITING, AND ARE CALLED OUT CONSPICUOUSLY ON YOUR ORDER.** If you fail to comply with the preceding sentence (including, if Dell makes no acknowledgement of the TAA- compliance requirement), Dell shall have no liability for providing non-TAA-compliant Products.
- 6. International Traffic in Arms Regulations.** Dell Technologies Inc. is registered with the Directorate of Defense Trade Controls (“**DDTC**”) as an arms manufacturer. However, Dell’s compliance with applicable provisions of the U.S. International Traffic in Arms Regulations (“**ITAR**”) is program specific; and no DTI information technology product, as shipped from DTI, is subject to ITAR (i.e., no DTI products are on the United States Munitions List). ANY ITAR controlled Information provided to Dell MUST be sent to Dell at federal_data_transfer@dell.com. Any non-standard terms and conditions relating to ITAR, including any incorporation of terms or references to ITAR, in your or your customers’ purchase orders or other communications, shall be provided to DTI for review and acceptance. Dell agrees to perform the necessary due diligence to ensure that only U.S. persons have access to such ITAR controlled data.
- 7. Other Regulatory Requirements.** **YOU MUST ENSURE THAT ANY AND ALL REGULATORY REQUIREMENTS, INCLUDING BUT NOT LIMITED TO FIPS 140-2, UID, IPV6, RFID, ENERGY STAR, EPEAT, COUNTERFEIT PRODUCTS, INFORMATION ASSURANCE, AND DPAS, ARE DISCLOSED TO DELL IN WRITING AT THE TIME OF YOUR SOLICITATION OR REQUEST FOR QUOTE, ARE ACKNOWLEDGED BY DELL IN WRITING, AND ARE CALLED OUT CONSPICUOUSLY ON YOUR ORDER.** If you fail to comply with the preceding sentence (including, if Dell makes no acknowledgement of the regulatory requirements), Dell shall have no liability for providing non-compliant Products or Services. Compliance with such requirements, if any, is dependent upon the nature of requirement and the Product solicited. In addition, compliance with one or more of these requirements may require an additional charge to you, which will be included in your Dell quote.
- 8. End User License Agreement (EULA).** If your end-user customer requires an end user software license agreement specifically tailored to the U.S. Government, then (a) with respect to Dell-branded software, it shall be governed by and subject to the applicable license agreement at https://www.dell.com/learn/us/en/uscorg1/legal_docs/eula-us-federal.pdf and (b) with respect to Third Party Product software, you must contact the original software manufacturer.
- 9. Representations and Certifications.** Dell’s representations and certifications are available online at the United States Government’s online Representation and Certification site: <https://sam.gov/>. For Dell Federal Systems L.P., search SAM under SAM UEID N1C5QLNPJLS4. Upon your request, Dell will separately provide you with Representations and Certifications only if required for commercial products subcontracts and if Dell has marked on SAM as “Vendor will provide information with specific offers to the Government.”

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