



DELL PASS-THROUGH TERMS (FED)

These Dell Pass-Through Terms ("Pass-Through Terms") apply to purchases of Dell Offerings in the United States from Sterling Computers Corporation ("Sterling" or "Supplier") involving use by or resale to the U.S. Government or when the end user is otherwise an Eligible Ordering Activity of the U.S. Government. By purchasing any Dell Offerings in the United States from Sterling, the entity to whom this Quote was issued ("Customer") agrees to these Pass-Through Terms.

- Governing Terms.** This Quote is subject to: (a) a separate written agreement between Customer or Customer's affiliate and Supplier or a Supplier's affiliate to the extent that it expressly applies to the products and/or services in this Quote or, to the extent there is no such agreement, to the applicable set of Dell's Terms of Sale (available at www.dell.com/terms or www.dell.com/oemterms), or for cloud/as-a-Service offerings, the applicable cloud terms of service (identified on the Offer Specific Terms referenced below); and (b) the terms referenced herein (collectively, the "Governing Terms"). Different Governing Terms may apply to different products and services on this Quote. The Governing Terms apply to the exclusion of all terms and conditions incorporated in or referred to in any documentation submitted by Customer to Supplier. Customer should not submit a purchase order if they do not agree to the Governing Terms.
- Supplier Software Licenses and Services Descriptions.** Customer's use of any Supplier software is subject to the license terms accompanying the software, or in the absence of accompanying terms, the applicable terms posted on www.Dell.com/eula (for a non-U.S. Government Customer's internal use) or https://www.dell.com/learn/us/en/uscorp1/legal_docs/eula-us-federal.pdf (where the end user is an Eligible Ordering Activity of the U.S. Government). Descriptions and terms for Supplier-branded standard services are stated at www.dell.com/servicecontracts/global or for certain infrastructure products at www.dellemc.com/en-us/customer-services/product-warranty-and-service-descriptions.htm.
- Offer-Specific, Third Party and Program Specific Terms.** Customer's use of third-party software is subject to the license terms that accompany the software. Certain Supplier-branded and third-party products and services listed on this Quote are subject to additional, specific terms stated on www.dell.com/offeringspecificterms ("Offer Specific Terms"), unless Customer has separately negotiated terms that specifically apply to the offer.
- In case of Resale only.** Should Customer procure any products or services for resale, whether on a standalone basis or as part of a solution, Customer shall include the applicable software license terms, services terms, and/or offer-specific terms in a written agreement with the end-user and provide written evidence of doing so upon receipt of request from Supplier.
- REGULATORY REQUIREMENTS.** CUSTOMER MUST ENSURE THAT ANY AND ALL REGULATORY REQUIREMENTS, INCLUDING BUT NOT LIMITED TO TAA, FIPS 140-2, FIPS 140-3, UID, IPV6, RFID, ENERGY STAR, EPEAT, COUNTERFEIT PRODUCTS, INFORMATION ASSURANCE, AND DPAS, ARE DISCLOSED TO SUPPLIER IN WRITING AT THE TIME OF SOLICITATION OR REQUEST FOR QUOTE, ARE ACKNOWLEDGED BY SUPPLIER IN WRITING, AND ARE CALLED OUT CONSPICUOUSLY ON CUSTOMER PURCHASE ORDER. If Customer fails to comply, Supplier shall have no liability for providing non-compliant products or services. Compliance with such regulatory requirements, if any, is dependent upon the nature of requirement and the product or service being sold.
- TAA Requirements.** Quotes may contain non-TAA compliant items. These items will be marked on the Quote as "Non-TAA." If Customer requires TAA compliant items, please contact Supplier's representative.



7. **ESTAR Requirements.** Quotes may contain non-ESTAR compliant items. These items will be marked on the Quote as "non-ESTAR". FAR 52.223-15 allows contractors to deliver non-ESTAR compliant products if approved in writing by the Contracting Officer. When Quote contains notification that a product is non-ESTAR compliant, Supplier deems the order citing the Quote number to constitute the Contracting Officer's written approval of Supplier's delivery of a non-ESTAR compliant product.