



DELL PASS-THROUGH TERMS (SLEDC)

These Dell Pass-Through Terms ("Pass-Through Terms") apply to purchases of Dell Offerings the United States from Sterling Computers Corporation ("Sterling" or "Supplier"). 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. These terms do not apply to purchases of Dell Offerings involving use of U.S. Government funds, involving use by or resale to the U.S. Government, or requiring Supplier's compliance with any statute, regulation, or information technology standard applicable to a U.S. Government procurement.

- 1. 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.
- 2. Supplier Software Licenses and Services Descriptions.** Customer's use of any Dell 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 Dell-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.
- 3. 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 Dell-branded and third-party products and services listed on this Quote are subject to additional, specific terms stated on www.dell.com/offeringspecifictterms ("Offer Specific Terms").
- 4. In case of Resale only.** Should Customer procure any products or services for resale, whether on 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.
- 5.** Customer represents that this transaction does not involve: (a) use of U.S. Government funds; (b) use by or resale to the U.S. Government; or (c) maintenance and support of the product(s) listed in this document within classified spaces. Customer further represents that this transaction does not require Supplier's compliance with any statute, regulation or information technology standard applicable to a U.S. Government procurement.