

SUPPLEMENTAL TERMS FOR U.S. FEDERAL RESELLERS

The following terms (“**Supplemental Terms**”) 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**”). To the extent there is a conflict between these Supplemental Terms and the Dell EMC Partner Program 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 distributor in the United States) and resale of (a) any Dell-branded products and licensed software products (each, a “**Dell Product**”), (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**”) to Federal End Users, 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.
- 2. Orders to Dell Federal Reseller Team.** 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). Dell will not provide signed order acknowledgments.
- 3. Federal Acquisition Regulations.** Any purchase order subject to these Supplemental Terms is a subcontract for commercial items, as defined in Federal Acquisition Regulation (FAR) Subpart 2.1. Only clauses in FAR Subparts 12.5 and 44.4 which are required to be incorporated into a commercial item subcontract shall apply to such purchase order. 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. Commercial Items.** The software and documentation provided with Products and Services are “commercial items” as that term is defined at 48 C.F.R. 2.101, consisting of “commercial computer software” and “commercial computer software documentation” as such terms are used in 48 C.F.R. 12.212. Consistent with 48 C.F.R. 12.212 and 48 C.F.R. 227.7202-1 through 227.7202-4, all U.S. Government end-users acquire the software and documentation with only those rights set forth herein. Contractor/manufacturer of Dell software and Dell Products is Dell Products L.P., One Dell Way, Round Rock, Texas 78682.
- 5. Trade Agreements Act (“TAA”).** Dell Products generally do not fall within the definition of domestic end product under the Buy America Act. Many of Dell’s information technology products (e.g., notebooks, desktops, workstations, servers, and data storage equipment) that are ordered through Dell’s Federal Reseller Team comply with the TAA clause as specified in FAR §52.225-5. Dell integrates or bundles certain peripherals (e.g., monitors, keyboards, mice and docking stations) that may not comply with TAA, with Dell information technology products to form information technology systems (“IT Systems”). Dell bases its TAA certification for bundled peripherals on the country of origin of the Dell information technology product within the IT System. However, if purchased separately, these peripherals are considered end products, and are not TAA-compliant if they originate from a non-designated country. **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 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 Dell information technology products, as shipped from Dell, are subject to ITAR (i.e., no Dell products are on the United States Munitions List). Prior to supplying any information which is subject to ITAR (“**ITAR Controlled Information**”), you shall provide written notification to Dell that such information is subject to ITAR. Dell shall have an option, at its sole discretion, to refuse receipt of the ITAR Controlled Information and either reject or terminate orders, in whole or in part, related thereto. Any 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, are specifically rejected by Dell and shall not apply. If Dell agrees in a separate writing to accept receipt of ITAR Controlled Information, Dell shall perform the necessary due diligence to ensure that only U.S. persons have access to such technical data.
- 7. Other Regulatory Requirements.** **YOU MUST ENSURE THAT ANY AND ALL REGULATORY REQUIREMENTS, INCLUDING BUT NOT LIMITED TO 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, you must contact your Dell Federal Reseller Team 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 Marketing L.P., search SAM under DUNS 877936518; for Dell Federal Systems L.P., search under DUNS 149530219. Upon your request, Dell will separately provide you with Representations and Certifications only if required for commercial items subcontracts and if Dell has marked on SAM as “Vendor will provide information with specific offers to the Government.”