Purchasing Agreement UC-MF080913
for
Personal Computers and Related Hardware, Services, and Support

This Agreement (hereinafter "Agreement") is made and entered into by and between:

University of Connecticut and Dell Marketing, L.P.
Purchasing Department One Dell Way
3 North Hillside Road, Unit 6076 Round Rock, TX 78682
Storrs, CT 06269-6076
hereinafter "University"

Michael Franklin/860-486-4970 Lorri Bailey / 512-723-0016
University Contract Administrator/Phone Senior Contract Manager/Phone

This Agreement is comprised of this document and the following Exhibits, all of which are incorporated herein and are of full force and effect:

Exhibit A - Accidental Damage Service Description
Exhibit B - Dell Limited Hardware Warranty
Exhibit C - Confidentiality Agreement
Exhibit D - Dell End User License Agreement - Type A
Exhibit E - Dell End User License Agreement - Type S
Exhibit F - SEEC Form 11

DEFINITIONS:

A. "Break/Fix" - The process by which a system is diagnosed and repaired after exhibiting an error.

B. "Commercially Reasonable" - Objective standards established by business practices within an industry that represent a standard that is intended to mean the legal concept of what is ordinary or acceptable in a community or in a given situation or both and that is shaped by changing circumstances in the context of a specific matter to be assessed.

C. "Contractor" - Includes Dell Marketing LP, its affiliates, subsidiaries, employees, and subcontractors.

D. "Deliverables" means any tangible and intangible materials, including reports, studies, base cases, drawings, findings, software, manuals, procedures and recommendations that are prepared by Contractor or its subcontractors uniquely and exclusively for use by University as part of the Services and that are specifically identified in a Services Description as Deliverables.

E. "End of Life (EOL)" -the time at which a product is no longer available for sale by the Contractor.

F. "Husky Buy" is the University's e-procurement tool through which individuals approved by the University can order Contractor's mutually agreed goods, services and University Standard Configurations.

G. "Lead Time" - The time from when the order is placed with the Contractor to shipment.

H. "Materially" - To a significant extent or degree.

I. "Non-Standard Configurations" are items that are not Standard Configurations as defined hereunder.

J. "Premier Page" is a web based portal maintained by Contractor which University will connect to via University's e-procurement tool (HuskyBuy) to order goods and services under this contract; Premier Page is Contractor's intellectual property.

K. "Product(s)" means computer hardware, related devices and other accessories and products, including standard components embedded therein, as provided by Contractor hereunder.
L. "Sales Team" - Individuals assigned by the Contractor to support sales efforts at the University. These individuals consist of Account Executives, Inside Sales Representatives, System Consultants, Technical Sales Representatives, and various Sales Representatives.

M. "Services" means Product-related services (e.g., support, imaging, etc.) provided by Contractor hereunder.

N. "Software" means any software, library, utility, tool, or other computer or program code, each in object (binary) code form, as well as the related media, printed materials, online and electronic documentation and any copies thereof, as provided by Contractor hereunder. Software includes without limitation standalone software, software provided in connection with Products, software provided in connection with Services, software locally installed on University’s systems, and software accessed by University through the Internet or other remote means (such as websites, portals, and “cloud-based” solutions).

i. "System Software" means Software that provides basic hardware functionality and provides a platform for applications to run (e.g., firmware and BIOS software), and any Software specifically designated by Contractor as System Software the purpose of which is to operate and manage the Products in which it is embedded.

ii. "Application Software" means computer programs that are designed to perform specialized data processing tasks for the user and any Software specifically designated by Contractor as Application Software.

O. "Service Descriptions" means documents describing the Product-related Services to be provided by Contractor to University, and the parties respective responsibilities for those Services.

P. "Standard Configurations" - Baseline computer configurations that are configurable at time of purchase. The models, components, and accessories included as part of these standard configurations will be determined by the University and Contractor, and may be modified by mutual agreement of the parties.

Q. "Third-Party Products" means any products, software, or services that are manufactured, created or performed by a party other than Contractor.

Section 1

1.1. Term: This Agreement between the University and the Contractor will govern the provision of goods, services or other considerations (hereinafter "Services") referenced herein from:

1.1.1 Effective Date: 7/1/14   End Date: 6/30/16

With the option to extend for two (2) additional two (2) year terms or any parts or combination thereof at the University's request.

1.1.2 Amendment Terms: All revisions to this Agreement may only be made by written amendment executed by both parties and approved by the Office of the Attorney General prior to the end date of this Agreement.

1.2. Brief Summary of Services: Contractor will provide Personal Computers and Related Hardware, Services, and Support.

1.2.1 Service Location: Contractor will provide Services at/or the location(s) listed below:

Contractor will provide Services for the University's main campus at Storrs, its regional campuses at West Hartford, Waterbury, Torrington, Stamford and Avery Point; its professional schools in Hartford including its Law School, Business School, and School of Social Work; and its Health Center in Farmington.

1.3 Maximum Amount Payable: $6,000,000.00

1.3.1 Payment/Pricing Terms: Payment will be due on a net 30 day basis after receipt of the invoice.

1.3.1.1 Standard Configuration Pricing

The Contractor will provide personal computers, and related hardware, services, and support, at the price points listed hereunder. Below are the initial Standard Configurations agreed between the parties. Price points of future Standard Configurations that are equivalent or better in functionality than those listed below, as
determined by the University and Contractor, to the current standard models and configurations will be equivalent or better to pricing in this section 1.3.2.1.

<table>
<thead>
<tr>
<th>Desktop Models</th>
<th>Light Duty Business</th>
<th>Pricing</th>
</tr>
</thead>
<tbody>
<tr>
<td>Model Name</td>
<td>OptiPlex 7010 Ultra Small Form Factor EPA Base (225-2816)</td>
<td></td>
</tr>
<tr>
<td>Windows 7 Home Premium, Media, 64-bit, Optiplex, English (421-5551)</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Processor</td>
<td>Intel Core i3-3240 Processor (Dual Core, 3MB Cache, 3.40GHz, w/ HD2500 Graphics), Dell OptiPlex 7010 (319-0468)</td>
<td></td>
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<tr>
<td>Optical Drive</td>
<td>8X SlimLine, DVD+/-RW, Dell OptiPlex (318-0620)</td>
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<tr>
<td>RAM configuration</td>
<td>8GB Dual Channel DDR3 1600MHz (4GBx2) (370-ABEK)</td>
<td></td>
</tr>
<tr>
<td>Video</td>
<td>Intel Integrated Graphics w/DP/DVI, OPTI (320-3778)</td>
<td></td>
</tr>
<tr>
<td>Raid (Y/N)</td>
<td>N</td>
<td></td>
</tr>
<tr>
<td>Hard Drive / RPM</td>
<td>500GB 2.5 3.0Gb/s SATA with 16MB Data Burst Cache, OptiPlex 9010 USFF (342-4135)</td>
<td></td>
</tr>
<tr>
<td>Monitor</td>
<td>Dell 19 Monitor - P1913 (320-3804)</td>
<td></td>
</tr>
<tr>
<td>Speakers</td>
<td>Dell AX510 black Sound Bar for UltraSharp Flat Panel Displays (313-6414)</td>
<td></td>
</tr>
<tr>
<td>NIC</td>
<td>Integrated</td>
<td></td>
</tr>
<tr>
<td></td>
<td><strong>Base Price</strong></td>
<td>$669.00</td>
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<tr>
<td>Front accessible USB/audio ports</td>
<td>Yes - 2 USB 3.0</td>
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<td>RAM configuration</td>
<td>2 Dimms</td>
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<tr>
<td>Maximum RAM capacity</td>
<td>16GB</td>
<td></td>
</tr>
<tr>
<td>Dual video (Y/N)</td>
<td>Yes</td>
<td></td>
</tr>
<tr>
<td>Maximum hard disk drive capacity</td>
<td>1 TB</td>
<td></td>
</tr>
<tr>
<td>Maximum number of hard disk drives</td>
<td>1</td>
<td></td>
</tr>
<tr>
<td>Upgradeability of all system components:</td>
<td></td>
<td></td>
</tr>
<tr>
<td>RAM DIMM configuration</td>
<td>2 x 8 Dimms = 16GB</td>
<td></td>
</tr>
<tr>
<td>Number of empty bays/ slots:</td>
<td>0 (zero)</td>
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<tr>
<td>Power supply:</td>
<td>OptiPlex 7010 Ultra Small Form Factor Up to 90 Percent Efficient Power Supply (331-6369)</td>
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<tr>
<td>Hard drive upgradeable (specify sizes and cost):</td>
<td>1 TB</td>
<td>$50</td>
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<tr>
<td>Cost to upgrade video card (specify all options):</td>
<td>AMD Radeon 1GB</td>
<td>$45</td>
</tr>
<tr>
<td>Warranty Options At time of Purchase</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Std Support 4 yr / 5 yr</td>
<td></td>
<td>$40 / $65</td>
</tr>
<tr>
<td>Pro Support 3yr / 4 yr / 5yr</td>
<td></td>
<td>$45 / $90 / $110</td>
</tr>
<tr>
<td>Keep your Hard Drive 3yr / 4 yr / 5 yr</td>
<td></td>
<td>$10 / $14 / $17</td>
</tr>
</tbody>
</table>

<p>| Desktop Models | Standard Business (Desktop) | Pricing |
| Model Name | OptiPlex 7010 Minitower Base (225-2808) |  |
| Windows 7 Home Premium, Media, 64-bit, Optiplex, English (421-5551) |  |  |
| Processor | 3rd Gen Intel Core i5-3570 Processor (6MB, 3.4GHz) w/HD2500 Graphics, Dell Optiplex 7010 (319-0914) |  |
| Optical Drive | 16X Max DVD-ROM Drive for MT and DT (429-AAEW) |  |
| RAM configuration | 8GB Dual Channel DDR3 1600MHz (4GBx2) (370-ABEK) |  |
| Video | Intel Integrated Graphics w/DP/DVI, OPTI (320-3778) |  |
| Raid (Y/N) | N |  |
| Hard Drive / RPM | 500GB 3.5 6Gb/s SATA with 16MB DataBurst Cache, OptiPlex (342-3904) |  |
| [Serial ATA] | Dell 19 Monitor - P1913 (320-3804) |  |
| Monitor | Dell AX510 black Sound Bar for UltraSharp Flat Panel Displays (313-6414) |  |
| Speakers | Integrated | Base Price $779.00 |
| NIC |  |  |
| Front accessible USB/audio ports | Yes - 2 USB 3.0 |  |
| RAM configuration | 4 Dimms |  |
| Maximum RAM capacity | 16GB |  |
| Dual video (Y/N) | DisplayPort to DVI (Dual Link) Adapter, Dell Optiplex (331-6248) |  |
| Maximum hard disk drive capacity | 2 TBs |  |
| Maximum number of hard disk drives | 2 |  |
| Upgradeability of all system components: |  |
| RAM DIMM configuration | 4x 4 Dimms = 16GB Number of empty bays/slots: 1 |  |
| Power supply: | Optiplex 7010 Minitower, Standard Power Supply (331-7780) |  |
| Hard drive upgradeable (specify) | 1 TB | $50 |</p>
<table>
<thead>
<tr>
<th>Feature</th>
<th>Option</th>
<th>Cost</th>
</tr>
</thead>
<tbody>
<tr>
<td>Cost to upgrade video card</td>
<td>AMD Radeon 1GB</td>
<td>$45</td>
</tr>
<tr>
<td>Warranty Options At time of Purchase</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Std Support 4 yr / 5 yr</td>
<td></td>
<td>$40 / $65</td>
</tr>
<tr>
<td>Pro Support 3yr / 4 yr / 5yr</td>
<td></td>
<td>$45 / $90 / $110</td>
</tr>
<tr>
<td>Keep your Hard Drive 3yr / 4 yr / 5 yr</td>
<td></td>
<td>$10 / $14 / $17</td>
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### Desktop Models

<table>
<thead>
<tr>
<th>Model Name</th>
<th>Optimized 9020 Mini Tower (210-AATM)</th>
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</thead>
<tbody>
<tr>
<td>Processor</td>
<td>Intel Core i5-4670 Processor (Quad Core, 6Mb Cache, 3.4GHz, w/HD Graphics 4600) (338-BCCF)</td>
</tr>
<tr>
<td>Optical Drive</td>
<td>16X Half Height DVD+/RW Drive (429- AAED)</td>
</tr>
<tr>
<td>RAM configuration</td>
<td>8GB (2x4GB) 1600MHz DDR3 Non-ECC (370-AAMG)</td>
</tr>
<tr>
<td>Video</td>
<td>AMD Radeon HD 8490, 1GB DDR3, FH, 1 DP 1 DVI, Dell OptiPlex (490-BBIK)</td>
</tr>
<tr>
<td>Raid (Y/N)</td>
<td>RAID 1, Dell OptiPlex (405-AAAY)</td>
</tr>
<tr>
<td>Hard Drive / RPM</td>
<td>500GB 3.5inch Serial ATA (7,200 Rpm) Hard Drive (400-AANO) 2nd 500GB 7200 RPM 3.5inch SATA Hard Drive (401-AACM)</td>
</tr>
<tr>
<td>Monitor</td>
<td>Dell 23 Monitor - P2314H (480-ABMH)</td>
</tr>
<tr>
<td>Speakers</td>
<td>Dell Stereo USB SoundBar AC511 for Latitude, OptiPlex, Precision, Vostro (520- AADQ)</td>
</tr>
<tr>
<td>NIC</td>
<td>Integrated</td>
</tr>
<tr>
<td>Base Price</td>
<td>$879.01</td>
</tr>
<tr>
<td>Front accessible USB/audio ports</td>
<td>Yes - 2 USB 3.0</td>
</tr>
<tr>
<td>RAM configuration</td>
<td>4 Dimms</td>
</tr>
<tr>
<td>Maximum RAM capacity</td>
<td>16GB</td>
</tr>
<tr>
<td>Dual video (Y/N)</td>
<td>Yes</td>
</tr>
<tr>
<td>Maximum hard disk drive capacity</td>
<td>2 TBs</td>
</tr>
<tr>
<td>Maximum number of hard disk drives</td>
<td>2</td>
</tr>
</tbody>
</table>

**Upgradeability of all system components:**
<table>
<thead>
<tr>
<th>RAM DIMM configuration</th>
<th>4x 4 Dimms = 16GB</th>
<th>Number of empty bays/slots: 1</th>
</tr>
</thead>
<tbody>
<tr>
<td>Power supply:</td>
<td>OptiPlex 9010 Minitor Standard Power Supply (331-5536)</td>
<td></td>
</tr>
<tr>
<td>Hard drive upgradeable (specify sizes and cost):</td>
<td>1 TB</td>
<td>$50</td>
</tr>
<tr>
<td>Cost to upgrade video card (specify all options):</td>
<td>AMD Radeon 1GB</td>
<td>$45</td>
</tr>
</tbody>
</table>

**Warranty Options At time of Purchase**

| Std Support 4 yr / 5 yr | $40 / $65 |
| Pro Support 3yr / 4 yr / 5yr | $45 / $90 / $110 |
| Keep your Hard Drive 3yr / 4 yr / 5 yr | $10 / $14 / $17 |

### Desktop Models

<table>
<thead>
<tr>
<th>Model Name</th>
<th>Workstation</th>
<th>Pricing</th>
</tr>
</thead>
<tbody>
<tr>
<td>Windows 7 Professional, No Media, 64-bit, Fixed Precision, English (421-5607)</td>
<td>Dell Precision T3610 CTO Base (210-AAXE)</td>
<td><strong>Base Price</strong> $1,444.99</td>
</tr>
</tbody>
</table>

| Processor | Four Core XEON E5-1620, 3.6GHz, 10M, Turbo, Dell Precision T3600 (317-8695) |
| Optical Drive | 16x DVD+/-RW Drive (429-AAMW) |
| RAM configuration | 16GB (4x4GB) 1866MHz DDR3 ECC RDIMM (370-AATO) |
| Video | 512MB NVIDIA Quadro NVS 310 (2DP) (2DP-DVI adapter) (490-BBMK) |
| Raid (Y/N) | RAID 1 (780-BBCL) |
| Hard Drive / RPM | 1TB 3.5inch Serial ATA (7,200 Rpm) Hard Drive (400-AAWN) 2nd 1TB 7200 RPM 3.5inc SATA Hard Drive (401-AACJ) |
| (Serial ATA) | Dell 24 Monitor - P2414H (480-ABLZ) |
| Speakers | AX510 Multi-Media Audio Bar (520-AAAT) |
| NIC | Integrated |

<p>| Front accessible USB/audio ports | Yes - 2 USB 3.0 |
| RAM configuration | 4 Dimms |
| Maximum RAM capacity | 64GB |
| Dual video (Y/N) | Yes |
| Maximum hard disk drive capacity | 2 TBs |</p>
<table>
<thead>
<tr>
<th>Maximum number of hard disk drives</th>
<th>2</th>
</tr>
</thead>
<tbody>
<tr>
<td>Upgradeability of all system components:</td>
<td></td>
</tr>
<tr>
<td>RAM DIMM configuration</td>
<td>4 X 16GB = 64GB</td>
</tr>
<tr>
<td>Number of empty bays/slots:</td>
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<tr>
<td>Power supply:</td>
<td>Precision T3600,635W 90 Percent Efficiency Power Supply (331-4092)</td>
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<tr>
<td>Hard drive upgradeable (specify sizes and cost):</td>
<td>1 TB</td>
</tr>
<tr>
<td>Cost to upgrade video card (specify all options):</td>
<td>AMD Radeon 1GB</td>
</tr>
<tr>
<td>Warranty Options At time of Purchase</td>
<td>$50</td>
</tr>
<tr>
<td>Std Support 4 yr / 5 yr</td>
<td>$50</td>
</tr>
<tr>
<td>Pro Support 3yr / 4 yr / 5yr</td>
<td>$45 / $90 / $110</td>
</tr>
<tr>
<td>Keep your Hard Drive 3yr / 4 yr / 5 yr</td>
<td>$10 / $14 / $17</td>
</tr>
</tbody>
</table>

### Portable Models

<table>
<thead>
<tr>
<th>Model Name</th>
<th>Light Duty Business (Budget)</th>
<th>Pricing</th>
</tr>
</thead>
<tbody>
<tr>
<td>Windows 7 Home Premium, 64-bit, No Media, Latitude, English (421-8036)</td>
<td>Latitude 14 5000 Series (210-ABCM)</td>
<td></td>
</tr>
<tr>
<td>Processor</td>
<td>4th Gen Intel Core i5-4200U Processor (1.6 GHz, 3M Cache) (338-BCKJ)</td>
<td></td>
</tr>
<tr>
<td>Optical Drive</td>
<td>8X DVD+/-RW, Dell Latitude E (318-1813)</td>
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<tr>
<td>RAM configuration</td>
<td>4GB Single Channel DDR3L 1600MHz (4GBx1) (370-AAPD)</td>
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<tr>
<td>Video</td>
<td>Intel Integrated HD Graphics 4400 (490-BBN8)</td>
<td></td>
</tr>
<tr>
<td>NIC</td>
<td>10/100/1000 Gigabit Ethernet</td>
<td></td>
</tr>
<tr>
<td>Integrated Wireless</td>
<td>Dell Wireless 1506 802.11g/n Single Band Wi-Fi Half Mini Card (555-BBCZ)</td>
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<tr>
<td>Integrated Bluetooth</td>
<td>No</td>
<td></td>
</tr>
<tr>
<td>Docking Station Availability</td>
<td>Yes</td>
<td></td>
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<tr>
<td>Weight</td>
<td>4.3lbs</td>
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</tr>
<tr>
<td>Battery Life</td>
<td>6-cell (65Wh) Lithium Ion battery with ExpressCharge (451-BBDW)</td>
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</tr>
<tr>
<td>Hard Drive Capacity</td>
<td>500GB (5,400Rpm) Solid State Hybrid Drive with 8GB Flash (400-ABCY)</td>
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</tr>
<tr>
<td>Screen Size / Resoultion</td>
<td>14.0in HD (1366x768) Anti-Glare WLED-backlit</td>
<td></td>
</tr>
<tr>
<td>Front accessible USB/Audio Ports</td>
<td>side</td>
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<tr>
<td>Ram Configuration</td>
<td>2x 4GB</td>
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<td>Maximum Ram Capacity</td>
<td>8GB</td>
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<tr>
<td>Maximum Hard Drive Capacity</td>
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<td>-----------------------------</td>
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<tr>
<td>Maximum Number of Hard Disk Drives</td>
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<tr>
<td><strong>Base Price</strong></td>
<td>$739.00</td>
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</table>

**Upgradeability of all system components:**

- **RAM DIMM configuration:** 8GB
- **Number of empty bay/slots:** 0
- **Power supply:** 65W A/C Adapter (3-pin)
- **Hard drive upgradeable (specify sizes and cost):** 128GB SSD, $90
- **Cost to upgrade video card (specify all options):** none
- **Cost for accidental damage insurance (specify # of years and cost):**

**Additional Options**

- 9-cell (97WH) Primary Lithium Ion Battery | $39
- Internal English Backlit Keyboard | $27
- E-Port Plus, dock adds dual digital display and legacy port support, USB 3.0 | $139
- E-Monitor Stand | $59
- Dell Professional 16" Business Case | $49

**Warranty Options At time of Purchase**

- Std Support 4 yr / 5 yr | $60 / $119
- Pro Support 3yr / 4 yr / 5yr | $40 / $130 / $196
- Keep your Hard Drive 3yr / 4yr / 5yr | $5 / $8 / $11
- Accidental damage 3 yr/ 4yr / 5yr | $56 / $72 / $83

**Portable Models**

<table>
<thead>
<tr>
<th>Model Name</th>
<th>Standard Business (Business Replacement)</th>
<th>Pricing</th>
</tr>
</thead>
<tbody>
<tr>
<td>Windows 7 Home Premium, 64-bit, No Media, Latitude, English (421-8036)</td>
<td>Latitude E6440 CTO (210-AAXJ)</td>
<td></td>
</tr>
<tr>
<td>Processor</td>
<td>4th gen Intel(R) Core(TM) i5-4300M Processor (2.6 GHz, 3M cache, Upgradable to Intel vPro technology) (338-BCQN)</td>
<td></td>
</tr>
<tr>
<td>Optical Drive</td>
<td>8X DVD+/RW Drive (429-AABK)</td>
<td></td>
</tr>
<tr>
<td>RAM configuration</td>
<td>8GB Dual Channel DDR3L 1600MHz (4GBx2) (370-AAPE)</td>
<td></td>
</tr>
<tr>
<td>Video</td>
<td>Intel HD graphics 4600 (490-BBLI)</td>
<td></td>
</tr>
<tr>
<td>---------------------------</td>
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<td></td>
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<tr>
<td>NIC</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Integrated Wireless</td>
<td>Intel 6235 2X2 802.11n + Bluetooth 4.0 + WiDi (555-BBDR)</td>
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<tr>
<td>Integrated Bluetooth</td>
<td>Integrated with Wireless</td>
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<tr>
<td>Docking Station Availability</td>
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<td><strong>Base Price</strong> $849.00</td>
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<td>Weight</td>
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<tr>
<td>Battery Life</td>
<td>6-cell (60Wh) Lithium Ion battery with ExpressCharge (481-BBBL)</td>
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</tr>
<tr>
<td>Hard Drive Capacity</td>
<td>2.5 inch 500GB Solid State Hybrid Drive, Latitude E6x40 (400-AAGJ)</td>
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<tr>
<td>Screen Size / Resolution</td>
<td>14.0 inch HD (1366x768) Anti-Glare LED-backlit (381-BBFJ)</td>
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<tr>
<td>Front accessible USB/Audio Ports</td>
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<td></td>
</tr>
<tr>
<td>Ram Configuration</td>
<td>2 x 8GB</td>
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<td>Maximum Ram Capacity</td>
<td>16GB</td>
<td></td>
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<td>Maximum Hard Drive Capacity</td>
<td>750GB</td>
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<td>Maximum Number of Hard Disk Drives</td>
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<tr>
<td>Upgradeability of all system components:</td>
<td></td>
<td></td>
</tr>
<tr>
<td>RAM DIMM configuration</td>
<td>2x 8GB = 16GB</td>
<td></td>
</tr>
<tr>
<td>Number of empty bay/slots</td>
<td>1</td>
<td></td>
</tr>
<tr>
<td>Power supply:</td>
<td>65W A/C Adapter</td>
<td></td>
</tr>
<tr>
<td>Hard drive upgradeable (specify sizes and cost):</td>
<td>256GB SSD $154</td>
<td></td>
</tr>
<tr>
<td>Cost to upgrade video card (specify all options):</td>
<td>NVIDIA 5200M 1GB $50</td>
<td></td>
</tr>
<tr>
<td>Cost for accidental damage insurance (specify # of years and cost)</td>
<td>below $30</td>
<td></td>
</tr>
<tr>
<td>Additional Options</td>
<td></td>
<td></td>
</tr>
<tr>
<td>9-cell (97WH) Primary Lithium Ion Battery</td>
<td>$39</td>
<td></td>
</tr>
<tr>
<td>Internal English Backlit Keyboard</td>
<td>$27</td>
<td></td>
</tr>
<tr>
<td>E-Port Plus, dock adds dual digital display and legacy port support, USB 3.0</td>
<td>$139</td>
<td></td>
</tr>
<tr>
<td>E-Monitor Stand</td>
<td>$59</td>
<td></td>
</tr>
<tr>
<td>Dell Professional 16&quot; Business Case</td>
<td>$49</td>
<td></td>
</tr>
<tr>
<td>Warranty Options At time of Purchase</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Std Support 4 yr / 5 yr</td>
<td>$60 / $119</td>
<td></td>
</tr>
</tbody>
</table>
### Pro Support 3yr / 4 yr / 5yr

<table>
<thead>
<tr>
<th></th>
<th>3yr</th>
<th>4yr</th>
<th>5yr</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>$40</td>
<td>$130</td>
<td>$196</td>
</tr>
</tbody>
</table>

### Keep your Hard Drive 3yr / 4 yr / 5yr

<table>
<thead>
<tr>
<th></th>
<th>3yr</th>
<th>4yr</th>
<th>5yr</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>$5</td>
<td>$8</td>
<td>$11</td>
</tr>
</tbody>
</table>

### Accidental damage 3 yr/ 4yr / 5yr

<table>
<thead>
<tr>
<th></th>
<th>3yr</th>
<th>4yr</th>
<th>5yr</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>$56</td>
<td>$72</td>
<td>$83</td>
</tr>
</tbody>
</table>

### Portable Models

<table>
<thead>
<tr>
<th>Model Name</th>
<th>Traveler (Ultrabook)</th>
<th>Pricing</th>
</tr>
</thead>
<tbody>
<tr>
<td>Windows 7 Home Premium, 64-bit, No Media, Latitude, English (421-8036)</td>
<td>Latitude E7440 (210-AAWJ)</td>
<td></td>
</tr>
<tr>
<td>Processor</td>
<td>4th Gen Intel(R) Core(TM) i5-4300U Processor (1.9 GHz, 3M Cache) (338-BCKI)</td>
<td></td>
</tr>
<tr>
<td>Optical Drive</td>
<td>External USB 8X DVD+/-RW, Customer Kit (318-2544)</td>
<td></td>
</tr>
<tr>
<td>RAM configuration</td>
<td>8GB Dual Channel DDR3L 1600MHz (4GBx2) (370-AAPE)</td>
<td></td>
</tr>
<tr>
<td>Video</td>
<td>Intel Integrated HD 4400 Graphics (490-BBJL)</td>
<td></td>
</tr>
<tr>
<td>NIC</td>
<td>Dell Wireless 1601 (WiGig) 802.11a/b/g/n/ad + Bluetooth 4.0 LE (555-BBHHL)</td>
<td></td>
</tr>
<tr>
<td>Integrated Wireless</td>
<td>Integrated into wireless card</td>
<td></td>
</tr>
<tr>
<td>Docking Station Availability</td>
<td>Yes</td>
<td></td>
</tr>
<tr>
<td>Weight</td>
<td>3.6lbs</td>
<td></td>
</tr>
<tr>
<td>Battery Life</td>
<td>Primary 4-cell 47W/HR Battery (451-BBCT)</td>
<td></td>
</tr>
<tr>
<td>Hard Drive Capacity</td>
<td>128GB Full Mini-Card Mobility Solid State Drive (400-AAVK)</td>
<td></td>
</tr>
<tr>
<td>Screen Size / Resolution</td>
<td>14.0 HD (1366x768) Anti-Glare WLED-backlit, WiGig/WWAN capable (391-BBEZ)</td>
<td></td>
</tr>
<tr>
<td>Front accessible USB/Audio Ports</td>
<td>side &amp; back</td>
<td></td>
</tr>
<tr>
<td>Ram Configuration</td>
<td>2x 8GB</td>
<td></td>
</tr>
<tr>
<td>Maximum Ram Capacity</td>
<td>16GB</td>
<td></td>
</tr>
<tr>
<td>Maximum Hard Drive Capacity</td>
<td>256SSD GB</td>
<td></td>
</tr>
<tr>
<td>Maximum Number of Hard Disk Drives</td>
<td>1</td>
<td></td>
</tr>
<tr>
<td>Upgradeability of all system components:</td>
<td></td>
<td></td>
</tr>
<tr>
<td>RAM DIMM configuration</td>
<td>2x 8GB = 16GB</td>
<td></td>
</tr>
<tr>
<td>Number of empty bay/slots</td>
<td>0</td>
<td></td>
</tr>
<tr>
<td>Power supply:</td>
<td>65 watts</td>
<td></td>
</tr>
<tr>
<td>Hard drive upgradeable (specify sizes and cost):</td>
<td>256SSD</td>
<td>$154</td>
</tr>
</tbody>
</table>
Cost to upgrade video card (specify all options):  none
Cost for accidental damage insurance (specify # of years and cost): below

**Additional Options**

- 9-cell (97WH) Primary Lithium Ion Battery  $39
- Internal English Backlit Keyboard  $27
- E-Port Plus, dock adds dual digital display and legacy port support, USB 3.0  $139
- E-Monitor Stand  $59
- Dell Professional 16" Business Case  $49

**Warranty Options At time of Purchase**

<table>
<thead>
<tr>
<th>Warranty Options</th>
<th>3yr</th>
<th>4yr</th>
<th>5yr</th>
</tr>
</thead>
<tbody>
<tr>
<td>Std Support</td>
<td>$60</td>
<td>$119</td>
<td></td>
</tr>
<tr>
<td>Pro Support</td>
<td>$40</td>
<td>$130</td>
<td>$196</td>
</tr>
<tr>
<td>Keep your Hard Drive</td>
<td>$5</td>
<td>$8</td>
<td>$11</td>
</tr>
<tr>
<td>Accidental damage</td>
<td>$56</td>
<td>$72</td>
<td>$83</td>
</tr>
</tbody>
</table>

### Portable Models

<table>
<thead>
<tr>
<th>Model Name</th>
<th>XPS 12 (210-AAOO)</th>
</tr>
</thead>
<tbody>
<tr>
<td>Windows</td>
<td>8.1 64-bit English (619-ADTB)</td>
</tr>
<tr>
<td>Processor</td>
<td>4th Generation Intel Core i5-4200U processor (3M Cache, up to 2.6 GHz) (338-BBZZ)</td>
</tr>
<tr>
<td>Optical Drive</td>
<td>None</td>
</tr>
<tr>
<td>RAM configuration</td>
<td>4GB DDR3L-RS 1600Mhz (On Board) (370-AALK)</td>
</tr>
<tr>
<td>Video</td>
<td>Intel HD Graphics 4400 (490-BBEK)</td>
</tr>
<tr>
<td>NIC</td>
<td>Intel(R) Dual Band Wireless-AC 7260 @ 5GHz + Bluetooth 4.0 (555-BBEH)</td>
</tr>
<tr>
<td>Integrated Bluetooth</td>
<td>Integrated into wireless card</td>
</tr>
<tr>
<td>Docking Station Availability</td>
<td>Yes</td>
</tr>
</tbody>
</table>

**Base Price**  $1,187.98

<p>| Weight | 3.31bs |
| Battery Life | 55 Whr, 6-Cell Battery (integrated) (451-BBFJ) |
| Hard Drive Capacity | 128GB Solid State Drive (400-AALS) |
| Screen Size / Resolution | 12.5 Inch LED Backlit Touch Display with Truelife and FHD resolution (1920 x 1080) (391-BBCO) |</p>
<table>
<thead>
<tr>
<th>Front accessible USB/Audio Ports</th>
<th>Ram Configuration</th>
<th>Maximum Ram Capacity</th>
<th>Maximum Hard Drive Capacity</th>
<th>Maximum Number of Hard Disk Drives</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>1 dimm</td>
<td>4GB</td>
<td>128SSD GB</td>
<td>1</td>
</tr>
</tbody>
</table>

**Upgradeability of all system components:**
- **RAM DIMM configuration:** 1x 4GB
- **Number of empty bay/slots:** none
- **Power supply:** 45W AC adaptor
- **Hard drive upgradeable (specify sizes and cost):** none
- **Cost to upgrade video card (specify all options):** none
- **Cost for accidental damage insurance (specify # of years and cost):**

**Additional Options**
- **Dell Wireless Dock D5000**
- **Warranty Options At time of Purchase**
  - Std Support 4 yr / 5 yr: $70 / $130
  - Pro Support 3yr / 4 yr / 5yr: $50 / $139 / $210
  - Keep your Hard Drive 3yr / 4 yr / 5 yr: none
  - Accidental damage 3 yr / 4 yr / 5yr: $60 / $80 / $90

1.3.1.2 Discount Pricing for Standard Configuration Desktops and Notebooks (including those in the table above and future custom built to order models, but excluding Dell Consumer Desktops/Notebooks, which are not to be discounted, and excluding systems that are a different category, such as non-configurable/stocked items like SMART Select models that are sold under a different list price structure):

The Contractor will provide a minimum discount of 32% off of Contractor's Global Price List.

1.3.1.3 Minimum Discounts on the following Contractor-branded Products are as follows:

<table>
<thead>
<tr>
<th>Product</th>
<th>Discount off of Contractor's Global Price List</th>
</tr>
</thead>
<tbody>
<tr>
<td>Printers/Imaging</td>
<td>35%</td>
</tr>
<tr>
<td>Peripheral Products (excluding printers/imaging)</td>
<td>9%</td>
</tr>
<tr>
<td>PowerEdge Server/Blade Chassis</td>
<td>29%</td>
</tr>
<tr>
<td>Compellent and Equallogic</td>
<td>20%</td>
</tr>
<tr>
<td>Powervault</td>
<td>29%</td>
</tr>
<tr>
<td>Wyse</td>
<td>2%</td>
</tr>
<tr>
<td>Precision Workstation</td>
<td>32%</td>
</tr>
<tr>
<td>PowerConnect</td>
<td>35%</td>
</tr>
<tr>
<td>Force 10</td>
<td>35%</td>
</tr>
</tbody>
</table>

1.3.1.12 Minimum discounts for all other Contractor provided Products not otherwise set forth above are as follows:

<table>
<thead>
<tr>
<th>Product</th>
<th>Description</th>
<th>Discount off of Contractor's Global Price List</th>
</tr>
</thead>
<tbody>
<tr>
<td>Category</td>
<td>Global Price List</td>
<td></td>
</tr>
<tr>
<td>----------</td>
<td>------------------</td>
<td></td>
</tr>
<tr>
<td>A</td>
<td>Most PowerEdge Servers, PowerEdge Racks; Most CloudEdge; PowerApp Appliance Servers; PowerVault Storage Products; Precision Workstations; OptiPlex Desktops; Most Customer Kits; Latitude Notebooks; Selected Toner; Selected Dell Cisco Switches; Dell Wyse</td>
<td>11.50%</td>
</tr>
<tr>
<td>H</td>
<td>Base Ships Fast SKUs (Latitude, Optiplex, and Precision)</td>
<td>3.50%</td>
</tr>
<tr>
<td>M</td>
<td>3rd Party Software &amp; Peripherals - Mainstream Products</td>
<td>5.00%</td>
</tr>
<tr>
<td>S</td>
<td>Selected Inspiron; Dell Compellent; Dell EqualLogic; Dell Kace; Selected Dell Printers; PowerConnect; Dell Projectors; Dell AIM; Selected PowerEdge; Dell</td>
<td>EMC; Vostro Notebooks; XPS Notebooks; Alienware Notebooks; Most Dell Cisco switches; Mellanox switches; Dell Force10; Dell AppAssure, Dell SonicWALL</td>
</tr>
<tr>
<td>X</td>
<td>Selected Dell Printers; Selected Dell Monitors; Selected CloudEdge; Selected PowerEdge; Sonic Data Center Solutions; Selected 3rd Party Software &amp; Peripherals; Non-Discountable Products</td>
<td>0%</td>
</tr>
<tr>
<td>Z</td>
<td>Selected Inspiron; Vostro Desktops &amp; Notebooks; XPS Desktops; Alienware Desktops; Non-Discountable Service (except where contractually required)</td>
<td>0%</td>
</tr>
<tr>
<td>Z1/ZS</td>
<td>Non-Discountable Service (except where contractually required)</td>
<td>0%</td>
</tr>
</tbody>
</table>

1.3.1.13 Rebate/Credit: Contractor will offer a cash rebate (Rebate) of three and one-quarter percent (3.25%) (Rebate Percentage) for qualifying Contractor-branded products purchased under this Contract by the University. Rebates will accrue quarterly, based on Contractor’s fiscal quarter and be subject to Contractor’s standard Rebate terms as follows:

a) Eligible Purchases: Eligible Purchases include Contractor-Branded hardware and Contractor-branded peripherals purchased directly by University. Contractor-Branded hardware and peripherals means computer hardware products that are marked with the "Dell" brand, including all standard components thereof. Orders not eligible for the Rebate include: i) High Performance Computer Cluster (HPCC) orders and ii) consumer products.

University must reference the assigned contract identification number that Contractor will provide for purchases under this Contract (the “Contract Code” to be assigned upon execution of agreement) on all purchase orders submitted. Contractor is not responsible for paying any Rebate or any other fee on orders placed without the Contract Code.

b) Rebate: The amount of Rebate will be determined by multiplying the Rebate Percentage and the total dollar amount of Timely Payments (defined below) received by Contractor from University during each Contractor fiscal quarter for Eligible Purchases net of any shipping costs, taxes, returns, credits, or adjustments.
c) **Timely Payments:** Timely payments shall be considered payments made within (30) days of Contractor’s invoice date as per this Agreement. All Rebates for orders paid after this time period will be forfeited by University. It is the responsibility of University to ensure payments are made in a timely fashion. Late payments will not be eligible for Rebates.

d) **Rebate Payment:** Contractor shall process payment within thirty (30) business days following each Contractor fiscal quarter. Rebates are based on paid invoices in the relevant Contractor fiscal quarter and will not apply retroactively to any products invoiced before the Effective Date of this Agreement. Amount shall be paid on the last business day of each month of the Agreement. Of that amount, in the University’s discretion, up to $7,000.00 of the monthly payments, in the aggregate, shall be remitted to Central Stores at the following address:

Central Stores  
Fiscal Manager  
University of Connecticut  
3 North Hillside Road, Unit 6114  
Storrs, CT 06269-6114

University may change this address at any time upon thirty (30) days prior written notice to Contractor.

e) The remainder of the monthly rebate shall be remitted to the University’s Accounting Office at the following address:

Matthew A. Larson  
Director of Procurement Services  
University of Connecticut  
North Hillside Road, Unit 6076  
Storrs, CT 06269-6076

f) **Notice:** Notice to Contractor regarding Rebate reporting discrepancies or address changes must be sent to the following email address: US_Public_Fee_Administration@dell.com. Contractor will acknowledge receipt with a reply response.

1.4 **Detailed Contractor Responsibilities:**

1.4.1 **Responsibilities:** Contractor will provide the following Services: Personal Computers and Related Hardware, Services and Support (Goods and Services).

**Ordering Site:** Contractor will maintain the current Contractor Premier Site at no cost to University.

**Order Intake:** Contractor shall accept orders for products through the Contractor HuskyBuy ordering site. Contractor shall also accept orders placed by other means only when ordered by representatives of the University’s Department of Procurement Services.

1.5. **Contractor Scope of Work, Responsibilities, Deliverables and Methods:** Contractor agrees to provide the following Goods and Services:

1.5.1 **Ordering**

1.5.1.1 The Contractor will provide a web-based solution (hereinafter referred to as the "Premier Site") that offers the University a private secure portal through which to obtain quotes for all standard configurations, upgrade options, parts, peripherals, and accessories. The Premier Site will allow University faculty and staff (hereinafter referred to as "users") to use the University Ordering Page aka HuskyBuy to browse products and prices, configure systems, and save a shopping cart as a quote. Users will not have the ability to pay directly on the Premier Site for systems. Products listed on the University Ordering Page will be determined by the University. Pricing for all products on the University Ordering Page for quoting through the Premier Site will be as defined in Section 1.2.
1.5.1.2 All quotes generated from the Premier Site will be valid for a minimum of thirty (30) days and will contain details of the full hardware configuration. Quotes generated on the Premier Site will be able to be saved and retrieved by the creator of the quote and the University Purchasing Department.

1.5.1.3 All phone and e-mail quotes will be valid for a period of thirty (30) days.

1.5.1.4 The Contractor will accept requests for quotes via e-mail or phone and respond via e-mail. The Contractor will assign a dedicated sales support representative to handle such e-mail and phone quote requests.

1.5.1.5 The Contractor will receive orders via e-mail from the University Purchasing Department and will provide confirmation of receipt for each order placed to the Purchasing Department.

1.5.1.6 The Contractor will accept the University's Pro-Card orders for parts and accessories. All pricing will be inclusive of contract discounts as defined in section 1.2.1 herein. No federal or state tax will be added. Orders for computer systems will be restricted from the University Pro-Card.

1.5.1.7 The Contractor will provide, via Contractor's Premier Site, the ability to track the status of an order. The Contractor will allow the University to have as many contacts as necessary for order tracking and notification purposes.

1.5.1.8 The Contractor will provide, via Contractor's Premier Site, reporting capabilities to the University. Available reports include, but are not limited to, invoice report, open order report, and purchase history report.

1.5.1.9 The Contractor shall utilize Commercially Reasonable efforts to implement mutually agreed web page changes (Dell Premier Page, UConn Co-op Personal Purchase Premier Page) within one (1) business day.

1.5.2 Returns

1.5.2.1 Return Policy. Eligible products may be returned for a credit or a refund of the purchase price paid, less shipping and handling and any applicable restocking fees, as set forth in detail below.

1.5.2.2 21 Day Return Period for Certain Hardware and Software Products and Accessories: Unless subject to a separate agreement with Contractor, or except as provided below, all hardware, accessories, peripherals, parts, and media-based software that is unopened and still in its sealed package or, if delivered electronically, that has not been downloaded, may be returned within 21 days from the date on the packing slip or invoice for a credit or a refund of the purchase price paid, less shipping and handling and any applicable restocking fees. Any product returned to Contractor without prior authorization from Contractor will be considered an unauthorized return, and the customer will not receive credit for the product and Contractor will not ship the product back to you.

1.5.2.3 Exceptions to Contractor's 30-Day Return Period:
   a) New PowerEdge, PowerConnect, and PowerVault products purchased directly from Contractor may be returned within 30 days from the date on the packing slip or invoice.
   b) New Vostro, OptiPlex, Latitude, and Dell Precision systems purchased directly from divisions designated by Contractor as Commercial or Public may be returned within 30 days from the date on the packing slip or invoice.
   c) Application software and operating systems that have been installed by Contractor may be returned only if installed on a returnable system, and only if you return that system within the applicable return period.
   d) Software licenses purchased under any type of volume license agreement may be returned only with the express approval of the publisher, which in many circumstances will not be granted.
1.5.2.4 **Restocking Fees:** Unless the product is defective or the return is a direct result of a Contractor error, Contractor may assess a restocking fee of up to 15% of the purchase price paid, plus any applicable sales tax.

1.5.2.5 **How to Return a Product:**

Before returning a product, University end user must first contact Contractor customer service and obtain a Credit Return Authorization (CRA) number before the end of the applicable return period. Contractor will not accept returns without a CRA number. To find the appropriate phone number or to send an email to customer service to request a CRA number, University end user shall go to www.dell.com/contact or see the "Contacting Dell" or "Getting Help" section of University's end user customer documentation. University end user must ship the product to Contractor within 5 days of the date that Contractor issues the Credit Return Authorization number and must follow these steps:

a) Ship back all products University end user is seeking to return to Contractor and for which University end user received a CRA number. For partial returns, the credit may be less than the invoice or individual component price due to bundled or promotional pricing or any discount or concession.

b) Return the products in their original packaging, in as-new condition, along with any media, documentation and any other items that were included in the original shipment.

c) Ship the products at University expense, and insure the shipment or accept the risk of loss or damage during shipment.

Upon receipt of the return, Contractor will issue a credit or a refund of the purchase price paid, less shipping and handling and any applicable restocking fees subject to this policy.

1.5.2.6 University acknowledges that before a return is made to Contractor, it will make sure to back-up any data on the hard drive(s) and on any other storage device in the product. Remove any and all confidential, proprietary, and personal information as well as removable media such as floppy disks, CDs, and PC Cards. Contractor is not responsible for any confidential, proprietary, or personal information; lost or corrupted data; or damaged or lost removable media that may be included with the return.

1.5.3 **Contractor Sales Team**

1.5.3.1 Contractor will provide a dedicated Sales Team to the University. The Contractor's Sales Team will provide support and service coverage as outlined in this Agreement for all University campuses and extension offices, including regular presence at the University main campus at Storrs and availability to be present at other University branch campuses. The Contractor, via Contractor's Sales Team, will be consistently available for questions via phone and email. The Contractor will inform the University Purchasing Department via email, of changes in the sales and technical staff coverage as they occur. In the event of vacation or illness of a Sales Team member, the Contractor will inform the University Purchasing Department, via email, who to contact for sales support until that member returns.

1.5.3.2 Contractor will provide sales reporting via the Premier Site, and will provide custom reports as well as those available online on the University Premier Page.

1.5.3.3 Contractor will provide the University with periodic or upon University request, business reviews to the University Purchasing Department. These reviews will include Contractor roadmaps, new products, pricing, product constraints, new and changing trends, sales and support reporting and to provide an open forum to discuss issues.
1.5.3.4 Contractor will make all Commercially Reasonable efforts to provide a minimum of two (2) month notice before a Standard Configuration goes End of Life ("EOL").

1.5.3.5 If requested by University, Contractor will attend semi-annual meetings of the University Software Licensing Group (SLG) to conduct a "State of the Program" review. This will be a time for evaluating how the program is working, where improvements are needed, and to give general feedback to the Contractor. The Contractor will also make available an e-mail address for providing feedback throughout the year.

1.5.3.6 Contractor will identify their complete Sales Team and provide their contact information to the University contact person listed in the Notice Section 1.11 herein. As members change, their information will be communicated to the University Purchasing Department along with their contact information. The Contractor's Sales Team includes sales people, managers, service personnel, and any subcontractors used by Contractor.

1.5.3.7 Contractor will provide a clear communications path to the University's Purchasing Department, which consists of a phone number, address and e-mail address should any questions or concerns arise. Contractor shall use all Commercially Reasonable efforts to respond to all problems/requests/complaints within one (1) business day of being reported. In critical situations, as determined by the University, it's expected that all members of the Contractor's Sales Team will monitor the progress of the resolution and will work to resolve the reported problem using all available resources as appropriate.

1.5.3.8 As new hardware models become available that replace a Standard Configuration, the Contractor will make all Commercially Reasonable efforts to make permanent evaluation units available to the University within two (2) weeks after their "Ready to Ship" (RTS) date. The Contractor will provide one permanent evaluation unit for each Standard Configuration model to University Information Technology Services (UITS) for evaluating, image testing and ongoing support activities. Contractor will make all commercially reasonable efforts to place another permanent evaluation unit for some models on campus. Up to eight (8) evaluation units can be simultaneously made available for thirty (30) to ninety (90) days to authorized UConn technicians by contacting the sales team and submitting the University of Connecticut Equipment Loan form.

1.5.3.9 The Contractor will provide education as necessary on products to various members of the University community, as reasonably requested, for technical, support and related information.

1.5.4 Logistical Requirements

1.5.4.1 The Contractor will provide inside delivery to the desk of the University end-user or specified building and room for the proposed desktop and notebook fixed configurations, subject to the following:
   a) Notebooks: must be 8 or more;
   b) Desktops: must be 6 or more;
   c) Monitors: any monitors tied to systems will have inside delivery along with the system; and
   d) Peripherals & standalone Monitors: dock delivery only.

1.5.4.2 Orders that fall outside of the conditions outlined in section 1.5.4.1(a-c), or at University request, shall be delivered to:

   University's campus located in Storrs, Connecticut. Deliveries will be made to the University Central Stores receiving area located at 3 North Hillside Road, Storrs, CT 06269-6114 ("Central Stores") for campus distribution by University personnel.

   Contractor's driver must unload skid(s) onto loading dock where a loading dock is available. Where a loading dock is not available, products must be unloaded as directed by a representative of Central Stores. Cartons on skids must not be stacked unreasonably high and skids must be shrink-wrapped to the reasonable satisfaction of the University. Failure to comply with the foregoing may result in rejection of the order.
1.5.4.3 Contractor Lead Time and Constrained Supplies Statement
Contractor Lead Time is estimated a ten (10) to fifteen (15) business days after receipt of a valid and complete University purchase order. From time-to-time there may be industry-wide occurrences of constrained product, where certain components are not readily available. If such events occur during the contract term, Contractor will keep University informed via e-mail of any potential impact to University and will address these situations immediately as they arise.

1.5.4.4 Contractor will ship systems, parts, and support parts, in the United States in accordance with applicable federal and state export laws. For international shipments the parties will work on an individual basis for each requested purchase or shipment in order to comply with applicable federal and state export laws. The level of service and support available varies according to country.

1.5.4.5 Contractor will include shipping costs in the United States in all quoted pricing. These costs are for delivery desk-side or to the specified building and room by the Contractor. It is the responsibility of Contractor to ensure all necessary SKUs are present on quotes/orders to ensure inside delivery. The University will not be responsible for payment for orders refused due to shipping methods used by Contractor which are not specified in Section 1.5.4.2.

1.5.4.6 The Contractor will provide custom asset tags and labels (Tags), which will be placed on the following systems purchased with a unit cost of $1,000 or greater ("Tagged Systems") in the locations indicated:

a) OptiPlex and Precision Workstation – front top center of chassis;
b) Latitude and Precision Mobile Workstation – top center on back of chassis;
c) Printers – at a location to be mutually determined by the parties;
d) Monitors – at a location to be mutually determined by the parties; and
e) Tablets - at a location to be mutually determined by the parties.

Dell can provide Tags for all other Dell-branded products purchased at a price to be mutually agreed upon by the parties.

1.5.4.7 The Tags shall be:

a) 1"x2" (small – glossy white polyester);
b) Number convention to begin with the capital letter "D" followed by a number beginning with five zero's then increasing by one. (example D00000, D00001, D00002, etc.)
c) The information and design of tag would be UCONN on top center, barcode middle center, tag number bottom center. As an example:

```
UCONN

D00000
```

1.5.4.8 Asset Tag Reporting
The Contractor shall provide daily asset reports on Tagged Systems via e-mail to inventorycontrol@uconn.edu in a comma-delimited file. The report shall contain the following information:

The information on the report would be:
a. Purchase Order
b. Tag Number
c. Service Tag Number
d. Delivery To field (if possible)
e. Address
f. Order quantity
g. Unit Cost
h. Ship to Date
1.5.4.9 Contractor will maintain sufficient staffing levels in order to satisfy all requirements of this Agreement.

1.5.4.10 Contractor will provide additional staffing resources to the University should a large initiative require it in order to maintain service level commitments as set forth in this Agreement.

1.5.4.11 Contractor will identify and stock, at their discretion, system configurations that are commonly purchased by University from Contractor. Any systems purchased out of this stock, for University use, will be imaged with the Standard Image as defined in section 1.5.5.1 below, prior to delivery. The University will, in no way, be responsible for purchasing any systems that are overstocked by Contractor.

1.5.5 Technical Requirements

1.5.5.1 Contractor will provide computers pre-imaged from the factory using the standard HuskyPC image (also referred to as the "Standard Image") provided by University's Information Technology Services Department (UITS). Image modifications will be limited to no more than four (4) updates per year provided by the University to the Contractor unless a Standard Configuration is Materially replaced such that it creates the need for a new image or a security issue that Materially impacts the Standard Image is identified. In these events it is understood that the need for an image modification (outside of four (4) instances) will be necessary. Updates in excess of four (4) per year will be negotiated on an individual basis between University and Contractor.

1.5.5.2 Contractor will provide the ability for images, other than the Standard Image ("Non-Standard Images"), to be used, based on University departmental needs. Non-Standard Images will require a volume of at least fifty (50) computers and the University will provide no less than ninety (90) days advance written notice for Non-Standard Image requests. The University and Contractor will cooperate in accordance with the documented CFI Process detailed in Section 1.5.5.6. Pricing for Non-Standard Images will be negotiated on an individual basis between University and Contractor.

1.5.5.3 Contractor will provide systems with a default factory image or no image only upon special request by authorized University technicians (who shall be identified to Contractor); otherwise, all Standard Configurations must be imaged with the HuskyPC image. Special requests will be negotiated by mutual agreement between the Contractor and University.

1.5.5.4 Contractor will not limit the number of University images that can be used on an ongoing basis; however, the University is responsible for creation, development, and maintenance of all University images. The University and Contractor will cooperate in accordance with the documented CFI Process detailed in Section 1.5.5.6. Images stored by the Contractor will be purged once it is determined by the University that they will no longer be useful.

1.5.5.5 Contractor will create unique CFI project numbers that will differentiate systems with a standard HuskyPC Image vs. systems with a Non-Standard Image. 'No Image' and Default Factory Image systems will not be assigned a project number.

1.5.5.6 Contractor will provide Custom Factory Integration (CFI) to support the imaging of all University standard configurations.

CFI consists of the following:

a. University Engagement
   University will contact the Sales Team with requirements that necessitate the services of CFI. Contractor's CFI Project Manager (PM) will assist University in defining requirements for software, and hardware, as related to University's HuskyPC image. The software image will be developed on an evaluation unit as provided in Section 1.5.3.8. University will provide this software image to Contractor, along with supporting documentation which will include the image validation guide, system preparation guide, export compliance certification, and integrated services agreement.

b. Technical Specification Approval
After the PM contacts University to review all requirements for the project, the PM will complete the Technical Specification and send it to the University contact via e-mail. The University will approve the technical specification via the Premier Site or Dell Online Custom Integration Toolkit (DOCIT).

Once the Technical Specification has been approved, the PM will need one (1) to two (2) days to prepare the project for engineering. Once the project has been submitted to Engineering, the PM will send the University contact a project timeline via e-mail.

c. Project Development
During project development, the University's HuskyPC images are installed onto a computer matching the sales quote. The project engineer develops the code to install the image on the factory manufacturing line and verifies compatibility through testing. University understands that testing involves a rigid quality-control process, designed to ensure manufacturability and may take up to five (5) days, depending on the complexity of the project. Once testing and verification is complete, the entire account shall be sent to the manufacturing floor as a live test order.

d. University Inspects First Unit
Once the project is complete Contractor Sales Team will place an order for a Customer Review Unit (CRU). The CRU allows the University to test and inspect the system before production orders are released. This step may be bypassed by written authorization from University contact.

e. University Approval
Once the CRU has been verified and approved by University, University will send an e-mail to the Contractor Sales Team and PM allowing the image to be used on orders released to manufacturing.

1.5.5.7 Contractor will provide with each system, an operating system restore and driver CD so long as these items are included in the system configuration on the purchase order received by Contractor at time of purchase.

1.5.5.8 Contractor will provide with each system software necessary to use the system's peripherals or optical drives, so long as these items are included in the system configuration on the purchase order received by Contractor at time of purchase.

1.5.5.9 All computers from Contractor will support installed Windows operating systems contained on computers provided by Contractor, as and to the extent documented by Contractor at time of purchase.

1.5.5.10 Contractor will provide University with an ongoing status of the lifecycle of Contractor's products. Contractor will use Commercially Reasonable efforts to specify the length of the transition period between current and new models and will update this information at monthly business review meetings and whenever requested by University technicians.

1.5.5.11 Contractor will make available, at the request of University, receiving reports, such as reports containing Media Access Control (MAC) addresses, for each system purchased. Pricing information can be found in Section 1.3.2.1.

1.5.6 Support Requirements

1.5.6.1 Contractor will provide University no less than a minimum of three (3) years, Next Business Day, On-site Parts and Labor Warranty with options for four (4) years and five (5) years at the time of purchase. Warranty details can be found in Section 1.6.

1.5.6.2 Contractor will provide the option to extend the warranty at any time after the initial purchase during the original warranty period, for up to five (five) years from the original point of sale, at a price to be quoted upon request.

1.5.6.3 Contractor will provide warranty parts/labor services in the United States in accordance with Federal and State export laws. Requests for international support shall be handled on an
individual basis to enable both the University and Contractor's compliance with Federal and State export laws.

1.5.6.4 The Contractor will provide worldwide phone support for all users twenty-four (24) hours a day and seven (7) days a week.

a. University end users may call the designated call center of the country they are currently in.

b. University end users may call the call center of their home region from abroad.

c. University end users may call the international queue. The phone number is 512-728-7424 (toll call). If in the United States or Canada, the toll free number is 800-285-1653.

1.5.6.4.1 Standard support calls are currently handled by call centers in the United States, Canada, and Panama. For University customers who move their equipment, Contractor provides the ability to transfer equipment and service contracts between direct countries but recommend that University purchase and ship equipment to the direct end user country to avoid delays or problems. University customers will complete a special "tag transfer" form, located at [https://support.dell.com/dellcare/tagtransfer.aspx](https://support.dell.com/dellcare/tagtransfer.aspx), which lists the type of equipment, service tag, and the new "home country," if they transfer equipment.

1.5.6.5 Contractor will provide on-site warranty repairs on all Contractor-branded computers under warranty at the University location. Contractor's technicians will maintain the certifications needed to perform the warranty repairs. Carry-in Break/Fix may be performed if an end-user decides to bring their computer to an authorized service provider, but will not be considered standard practice and a quote shall be given to University.

1.5.6.6 The Contractor will provide Next Business Day, Onsite Support for the University's main and regional campuses, as well as its extension offices for all systems and problem occurrences. Campuses and Extension offices are located in the following areas:

a. UConn Main Campus – Storrs, CT
b. UConn Torrington Campus – Torrington, CT
c. UConn Avery Point Campus – Groton, CT
d. UConn Greater Hartford Campus – West Hartford, CT
e. UConn Stamford Campus – Stamford, CT
f. UConn Waterbury Campus – Waterbury, CT
g. UConn Law School – Hartford, CT
h. UConn Graduate Business Learning Center – Hartford, CT
i. UConn Litchfield County Extension Office – Torrington, CT
j. UConn Hartford County Extension Office – West Hartford, CT
k. UConn Tolland County Extension Office – Vernon, CT
l. UConn Windham County Extension Office – Brooklyn, CT
m. UConn Fairfield County Extension Office – Bethel, CT
n. UConn New Haven County Extension Office – North Haven, CT
o. UConn Middlesex County Extension Office – Haddam, CT
p. UConn New London County Extension Office – Norwich, CT
q. UConn Health Center – Farmington, CT

1.5.6.7 Contractor will use all Commercially Reasonable efforts to provide Same Day, Onsite Support for service calls placed, recorded, and escalated before 12:00 pm noon Eastern Standard Time on a business day.

1.5.6.8 The Contractor will, at no cost to University, provide an on-site parts locker for use by University for Break/Fix activities. The parts locker will contain spare parts based on the University's install base, and those determined as critical by Contractor. Hard drives stocked in the parts locker must contain the Standard Image. Each drive should be marked with a date and/or revision number to help determine the version of the image on the drive.

1.5.6.9 Contractor will provide, at no cost to the University, access for up to five (5) Tier-II and up to seventy-five (75) Tier-I Warranty Parts Direct (WPD) University Technicians to participate in the WPD program. Warranty Parts Direct allows certified technicians to request repair parts
online via a web browser. Notification of parts shipment will be e-mailed directly to the technicians. The program also provides a phone queue that allows technicians from the University to speak directly with technicians from the Contractor.

1.5.6.10 Contractor will keep complete service records and provide quarterly written reports to University contact that include incident count/type/model, resolution performance, and count/type of replacement parts shipped.

1.5.6.11 Contractor will provide change notifications and critical updates to University technicians for Contractor-branded products purchased under this Agreement via "FileWatch." Bios changes, driver updates, hardware/image impacting changes will be included.

1.5.6.12 Contractor will provide a detailed web-based system for Contractor-branded products purchased under this Agreement related to documentation, troubleshooting, repair, technical support, and driver downloads.

1.5.6.13 Contractor will provide downloadable diagnostic tools for all Contractor-branded systems purchased under this Agreement.

1.5.6.14 Contractor will provide a single point of contact from their Sales Team for escalation of issues in regard to support, large-scale system failures, and safety. This contact person will work with the end user, UITS and Purchasing to resolve issues and follow up to minimize further problems or questions. Contractor's contact person will provide a proactive approach in all communications with University.

1.5.6.15 Contractor will provide University the option of adding, for an additional fee set forth in section 1.3.2.1, Accidental Damage Service to laptop and tablet computer purchases under this Agreement. Details of Accidental Damage Service are defined in this Section 1.5.6.15.

   a. Accidental Damage Service covers repair and replacement for various accidental damage, not covered under limited warranty, including spills, drops, surges, and breakage to select systems or peripherals. Accidental Damage Service excludes theft, loss, and damage due to fire, flood or other acts of nature, or intentional damage. University may be required to return unit to Contractor.

   b. Accidental Damage Service is a separate service agreement that augments the Contractor's limited warranty. Accidental Damage Service may be purchased for existing Contractor laptops and notebooks purchased during the current calendar year pro-rated for the remainder of the existing limited warranty period. Pricing for this optional coverage is listed in Section 1.3.2.1, above. Service is subject to the terms and conditions of the service contract available on http://i.dell.com/sites/doccontent/shared-content/services/en/Documents/accidental-damage-service.pdf and attached hereto as Exhibit A.

   c. University end-user must call Contractor's technical support line to report the problem and Contractor will initiate appropriate repair or replacement services. The services may include shipment of University replaceable parts, dispatch of on-site service personnel, or requests for shipment of damaged product to the Contractor's repair facility, or initiation of whole-unit exchange procedures.

If an incident occurs, University shall call Contractor's technical support line to report the problem. After answering a series of questions, Contractor shall initiate the appropriate repair or replacement services, which may include shipment of replacement parts, dispatch of service personnel, or shipment of the damaged product to Contractor's repair facility, or a whole unit exchange procedure.

1.5.6.16 When encountering a failed hard drive, Contractor will work directly with UITS staff to restore the failed system to full working condition. This shall include, but not be limited to, installing a new drive, attempting data recovery on the failed drive, operating system image reload, printer setup, e-mail setup, peripheral setup. If the University has purchased the "Keep Your Hard Drive" option, the Contractor will not remove a hard drive from University property.
1.5.6.17 University may purchase the "Keep Your Hard Drive (KYHD) option at the pricing listed in section 1.3.2.1. KYHD allows the University to retain any hard drives that fail during the warranty period. The number of years of the KYHD option must match the number of years of the warranty. If the KYHD option is removed the hard drive must be returned to the Contractor upon warranty replacement.

1.6 Warranty

1.6.1 Limited Warranties

Contractor-branded hardware products purchased by University come with a ninety (90) day, one (1) year, two (2) year, three (3) year or four (4) year limited warranty, depending on the product purchased. Full warranty information for all hardware product(s) can be found on the packing slip or invoice for the applicable products. Current warranty information for all products is attached hereto as Exhibit B. The parties acknowledge that certain details of these warranties may change from time to time and, if necessary, the parties will work in good faith to update the Exhibit. Certain details for the Dell Limited Hardware Warranty attached hereto are set forth below for convenience. Services will be provided by Contractor in a good and workmanlike manner.

1.6.1.2 This limited products warranty covers defects in materials and workmanship in Contractor-branded hardware products, including Contractor-branded peripheral products.

1.6.1.3 This limited warranty does not cover:

a. Software, including the operating system and software added to the Contractor-branded hardware products through Contractor's factory-integration system, third-party software, or the reloading of software; for warranty relating to software products, see Section 1.6.1.4, below.

b. Non-Contractor branded products and accessories;

c. Problems that result from:

i. External causes such as accident, abuse, misuse, or problems with electrical power;

ii. Servicing not authorized by Contractor;

iii. Usage that is not in accordance with product instructions;

iv. Failure to follow the product instructions or failure to perform preventive maintenance;

v. Problems caused by using accessories, parts, or components not supplied by Contractor;

vi. Products with missing or altered Service Tags or serial numbers;

vii. Products for which Contractor has not received payment

viii. Normal wear and tear

WARRANTIES DO NOT COVER DAMAGE DUE TO EXTERNAL CAUSES, SUCH AS ACCIDENT, ABUSE, PROBLEMS WITH ELECTRICAL POWER, SERVICE NOT PERFORMED OR AUTHORIZED BY CONTRACTOR (INCLUDING INSTALLATION OR DE-INSTALLATION), USAGE NOT IN ACCORDANCE WITH THE DOCUMENTATION, NORMAL WEAR AND TEAR, OR USE OF PARTS AND COMPONENTS NOT SUPPLIED OR INTENDED FOR USE WITH THE SOLUTION. WARRANTIES DO NOT APPLY TO THIRD-PARTY PRODUCTS. ANY WARRANTY ON A THIRD-PARTY PRODUCT IS PROVIDED BY THE PUBLISHER, PROVIDER, OR ORIGINAL MANUFACTURER.

NOTHING IN THIS SECTION SHALL EXCLUDE OR LIMIT CONTRACTOR'S WARRANTY OR LIABILITY FOR LOSSES THAT MAY NOT BE LAWFULLY EXCLUDED OR LIMITED BY APPLICABLE LAW. SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OF CERTAIN WARRANTIES OR CONDITIONS OR THE LIMITATION OR EXCLUSION OF LIABILITY FOR LOSS OR DAMAGE CAUSED BY NEGLIGENCE, BREACH OF CONTRACT, BREACH OF IMPLIED TERMS, OR INCIDENTAL OR CONSEQUENTIAL DAMAGES. SOME JURISDICTIONS DO NOT ALWAYS ENFORCE CLASS ACTION OR JURY WAIVERS, AND MAY LIMIT FORUM SELECTION CLAUSES AND STATUTE OF LIMITATIONS PROVISIONS, AS SUCH, ONLY THE LIMITATIONS THAT ARE LAWFULLY APPLIED TO UNIVERSITY IN UNIVERSITY'S JURISDICTION WILL APPLY TO UNIVERSITY, AND CONTRACTOR'S LIABILITY WILL BE LIMITED TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW.
1.6.1.4 Warranty Rights

CONTRACTOR'S RESPONSIBILITY FOR DEFECTS IN MATERIALS OR WORKMANSHIP IS LIMITED TO REPAIR OR REPLACEMENT OF THE PRODUCT AS SET FORTH IN THIS WARRANTY STATEMENT. EXCEPT FOR THE LIMITED WARRANTY EXPRESSLY STATED ABOVE FOR CONTRACTOR-BRANDED PRODUCTS, CONTRACTOR PROVIDES NO WARRANTIES OR CONDITIONS, EXPRESSED OR IMPLIED, INCLUDING BUT NOT LIMITED TO ANY WARRANTY OR CONDITION (1) OF MERCHANTABILITY, MERCHANTABILITY QUALITY, FITNESS FOR A PARTICULAR PURPOSE, PERFORMANCE, SUITABILITY OR NONINFRINGEMENT; (2) RELATING TO ANY THIRD-PARTY PRODUCT OR SOFTWARE; OR (3) REGARDING THE RESULTS TO BE OBTAINED FROM THE PRODUCT OR SOFTWARE. CONTRACTOR EXPRESSLY DISCLAIMS ALL WARRANTIES AND CONDITIONS NOT STATED IN THIS LIMITED WARRANTY.

Contractor does not accept liability beyond the remedies provided for in this limited warranty or for indirect, special, consequential or incidental damages, including, without limitation, any liability for third-party claims against the University for damages, for products not being available for use, or for lost data or lost software. Contractor's aggregate liability for any and all claims brought pursuant to this Agreement will be limited to no more than the amount the University paid for the product that is the subject of a claim. This is the maximum amount for which Contractor is responsible.

1.6.1.5 Limited Warranty Period

This limited warranty lasts for the time period indicated on the University's packing slip or invoice, except for the following Contractor-branded hardware:

a. As part of standard portable configuration, batteries carry a base 1-year limited hardware warranty regardless of the length of the system warranty. In addition, for some products, a customer has the option of purchasing a battery that comes with a 3-year limited hardware warranty.

b. The PowerEdge™ RAID Controller (PERC) battery for series 5, 6, or 7 devices may provide up to 72 hours of controller cache memory backup power when new. Under the 1-year limited hardware warranty, we warrant that the battery will provide at least 24 hours of backup coverage during the 1-year limited hardware warranty period. The PERC8 controller battery comes with a 3-year limited hardware warranty, which cannot be extended beyond 3 years.

c. Projector lamps carry a one (1) year limited warranty.

d. Contractor-certified and branded memory purchased separately from a Contractor system carries a lifetime limited warranty.

e. The limited warranty for monitors purchased independent of a system lasts for the time period indicated on the University's packing slip. Monitors purchased with a system are covered by the system limited warranty. PDAs, earphones, remote inline controls, and AC adapters carry a one (1) year limited warranty.

f. Other add-on hardware carries the longer of either a one (1) year limited warranty for new parts and a ninety (90) day limited warranty for reconditioned parts or, for both new and reconditioned parts, the remainder of the warranty for the Contractor computer on which such parts are installed.

The limited warranty on all Contractor-branded products begins on the date of the packing slip or invoice. The warranty period is not extended if Contractor repairs or replaces a warranted product or any parts. Contractor may change the availability of limited warranties, at Contractor's discretion, but any changes will not be retroactive.

1.6.1.6 Warranty Service

Before the warranty expires, University end users must call Contractor at the relevant number listed in the following table. The University's Contractor Service Tag or order number must be provided.

Contact Phone (United States Only)
Government and Education Customers:
Technical Support and Customer Service 1-800-234-1490
Contractor-certified and -branded Memory 1-800-289-3355
1.6.1.7 Contractor Responsibilities During Warranty Period

a. During the ninety (90) day or first year initial limited warranty period (depending on product), Contractor will repair any Contractor-branded hardware products returned to Contractor which are defective in materials or workmanship. If Contractor is not able to repair the product, Contractor will replace it with a comparable product that is new or refurbished. When the University contacts Contractor, Contractor will issue a Return Material Authorization Number for the University to include with the return. The University must return the products to Contractor in their original or equivalent packaging, prepay shipping charges, and insure the shipment or accept the risk of loss or damage to the product in shipment. Contractor will return the repaired or replacement products to the University. Contractor will pay to ship the repaired or replaced products to the University if the University uses an address in the United States (excluding Puerto Rico and U.S. possessions and territories). Otherwise, Contractor will ship the product to the University freight collect.

If Contractor determines that the problem is not covered under this warranty, Contractor will notify the University and inform the University of service alternatives available to the University on a fee basis.

Before the University ships the product(s) to Contractor, the University must back up data on the hard drive(s) and any other storage device(s) in the product(s). The University must data wipe the devices to remove any confidential, proprietary, or personal information and removable media such as floppy disks, CDs, or PC Cards, and/or retain the hard drives. Contractor is not responsible for any of the University's confidential, proprietary or personal information left on any returned product; lost or corrupted data; or damaged or lost removable media.

b. For the remaining period of the limited warranty, Contractor will replace any defective part with new or refurbished parts, if Contractor agrees that it needs to be replaced after the required troubleshooting is completed. With the exception of hard drives as noted in section 1.5.6.17 herein, Contractor will not charge the University for the replacement parts, provided the University returns the original part to Contractor within thirty (30) days after Contractor ships the replacement part to the University. If Contractor does not receive the original part within thirty (30) days, Contractor will charge the University the then-current standard price for that part. Contractor will pay to ship the part to the University if the University uses an address in the United States, (excluding Puerto Rico and U.S. possessions and territories). Otherwise, Contractor will ship the part freight collect. Contractor will also include a prepaid shipping container with each replacement part for the University's use in returning the replaced part to Contractor.

Before the University replaces parts, the University must back up the data on the hard drive(s) and any other storage device(s) in the product(s). Contractor is not responsible for lost or corrupted data.

1.6.1.8 Repair by Contractor

Contractor may use new and refurbished parts made by various manufacturers in performing warranty repairs and in building replacement parts and systems. Refurbished parts and systems are parts or systems that have been returned to Contractor, some of which were never used by a customer. All parts and systems will be inspected and tested by Contractor for quality. Replacement parts and systems are covered for the remaining period of the limited warranty for the product the University bought. Contractor owns all parts removed from repaired products.

1.6.1.9 Transferring the Limited Warranty

Limited warranties on systems may be transferred if the current owner transfers ownership of the system and records the transfer with Contractor. The limited warranty on Contractor-branded memory may not be transferred. The transfer may be recorded by going to Contractor's website:

a. Government, Education, or Healthcare Customer, or an Individual Home Consumers who purchased through an Employee Purchase Program, go to http://support.dell.com/support/topics/global.aspx/support/change_order/tag_transfer?c=us&s=RC978219&l=en&s=slg

b. If Internet access is not available, call customer care representative or call 1-800-
1.7 Marketing

1.7.1 Contractor will provide ongoing promotion of the program through the life of the Agreement using some of, but not limited to, the following methods:
   a. E-Flyers
   b. Web Promotions
   c. On-Site Promotions
   d. Product Showrooms
   e. Technology Fairs
   f. Event Sponsorship

1.7.2 Contractor Showroom: Contractor will use all Commercially Reasonable efforts to maintain a showroom, located at or within three (3) miles of the Storrs campus, to enable the University community to view and test equipment prior to purchase. The Contractor shall create a clear delineation between institutional (University) purchases and personal purchases.

1.8 Confidentiality

1.8.1 The Contractor agrees to adhere and comply with the requirements of the University's Confidentiality Agreement attached hereto as Exhibit C.

1.9 Service Location: Contractor agrees to provide Goods and Services at the locations described below: All University of Connecticut Campuses and Extension Offices as set forth in Section 1.5.6.6.

1.10 University Responsibilities: University agrees to provide the following:

1.10.1 UITS, and members of the Software Licensing Group, will determine the Standard Image and work with the Contractor to create and ensure image production readiness.

1.10.2 UITS Help Center or University departmental/school technicians will be the first point of contact for end users to report HuskyPC problems. Problems will be addressed by the Contractor within one (1) business day.

1.10.3 University Purchasing will be responsible for maintaining and reviewing the HuskyPC Program Website. University Purchasing shall be responsible for reviewing Contractor's Premier Page for accuracy and Co-op Personal Purchases Premier Page for accuracy.

1.10.4 UITS or University departmental/school technicians will be responsible for resolving all software related issues that are not related to Contractor developed applications.

1.10.5 UITS or University departmental/school technicians will be responsible for escalating hardware related issues to the Contractor through agreed upon processes as defined in Section 1.5.6.14 or directly via email or phone.

1.10.6 University will provide electronic copies of purchase orders to the Contractor.

1.10.7 University will review all issues or conflicts and forward to the Contractor.

1.10.8 University will host and Contractor shall attend periodic meetings in University's Purchasing Department, except when the Contractor is scheduled to attend a quarterly review meeting with the University Software Licensing Group (SLG).

1.10.9 University departments will complete an Equipment Loan Form for any permanent demonstration models or temporary evaluation models that are requested.

1.10.10 UITS will be responsible for providing problem management tools, administration and training as applicable.

1.10.11 University will provide the Contractor with a list of authorized technicians that will become certified to perform repairs under the Warranty Parts Direct Program as detailed in section 1.5.8.9.
1.12 Limitation of Liability

1.12.1 EXCEPT FOR AN UNAUTHORIZED DISCLOSURE OF CONFIDENTIAL INFORMATION, OR INFRINGEMENT/ MISAPPROPRIATION OF INTELLECTUAL PROPERTY, CONTRACTOR SHALL NOT BE LIABLE FOR ANY INCIDENTAL, INDIRECT, PUNITIVE, SPECIAL, OR CONSEQUENTIAL DAMAGES, OR FOR ANY (a) LOSS OF REVENUE, INCOME, PROFIT, SAVINGS OR BUSINESS OPPORTUNITY; (b) LOST OR CORRUPTED DATA OR SOFTWARE, LOSS OF USE OF A SYSTEM OR NETWORK, OR THE RECOVERY OF SUCH; (c) BUSINESS INTERRUPTION OR DOWNTIME; (d) LOSS OF GOODWILL OR REPUTATION; (e) PRODUCTS, SOFTWARE OR DELIVERABLES NOT BEING AVAILABLE FOR USE; OR (f) THE PROCUREMENT OF SUBSTITUTE PRODUCTS, SOFTWARE OR SERVICES; ARISING OUT OF OR IN CONNECTION WITH THE PRODUCTS, SOFTWARE OR DELIVERABLES PROVIDED HEREUNDER.

1.12.2 CONTRACTOR'S TOTAL LIABILITY FOR ANY AND ALL CLAIMS ARISING OUT OF OR IN CONNECTION WITH THIS CONTRACT AND/OR ANY PRODUCTS, SOFTWARE OR SERVICES PROVIDED HEREUNDER WILL EXCEED THE TOTAL AMOUNT RECEIVED BY CONTRACTOR DURING THE PRIOR 12 MONTHS OF THIS CONTRACT FOR THE SPECIFIC PRODUCT, SOFTWARE OR SERVICE GIVING RISE TO SUCH CLAIM(S).

1.12.3 THESE LIMITATIONS, EXCLUSIONS, AND DISCLAIMERS SHALL APPLY TO ALL CLAIMS FOR DAMAGES, WHETHER BASED IN CONTRACT, WARRANTY, STRICT LIABILITY, NEGLIGENCE, TORT, OR OTHERWISE, TO THE EXTENT PERMITTED BY APPLICABLE LAW. IN SO FAR AS APPLICABLE LAW PROHIBITS ANY LIMITATION ON LIABILITY HEREIN, THE PARTIES AGREE THAT SUCH LIMITATION WILL BE AUTOMATICALLY MODIFIED, BUT ONLY TO THE EXTENT
SO AS TO MAKE THE LIMITATION COMPLIANT WITH APPLICABLE LAW. THE PARTIES AGREE THAT THESE LIMITATIONS OF LIABILITY ARE AGREED ALLOCATIONS OF RISK CONSTITUTING IN PART THE CONSIDERATION FOR CONTRACTOR PROVIDING PRODUCTS, SOFTWARE, OR SERVICES TO UNIVERSITY, AND SUCH LIMITATIONS WILL APPLY NOTWITHSTANDING THE FAILURE OF ESSENTIAL PURPOSE OF ANY LIMITED REMEDY AND EVEN IF A PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH LIABILITIES OR FAILURES.

1.13 **High-Risk Disclaimer.** Contractor shall not be liable to the University for use of the Products or Software in hazardous or high-risk environments requiring fail-safe performance, in which the failure or malfunction of the Products or Software could lead directly to death, personal injury, or severe physical or property damage. Such use is at University's own risk, even if Contractor knows of such use, and Contractor expressly disclaims any express or implied warranty of fitness for such high-risk activities.

1.14 **Compliance with Laws.** Each party agrees to comply with all laws and regulations applicable to such party in the course of performance of its obligations under this Contract. University acknowledges that the Products, Software and Deliverables provided under this Contract, which may include technology, authentication and encryption, are subject to the customs and export control laws and regulations of the United States ("U.S."); may be rendered or performed either in the U.S., in countries outside the U.S., or outside of the borders of the country in which University or its systems are located, and may also be subject to the customs and export laws and regulations of the country in which the Products, Software and Deliverables is rendered or received. Each party agrees to abide by those laws and regulations applicable to such party in the course of performance of its obligations under this Contract. University also may be subject to import or re-export restrictions in the event University transfers the Products, Software or Deliverables from the country of delivery and University is responsible for complying with applicable restrictions. If any software provided by University and used as part of the Products, Software and Deliverables contains encryption, then University agrees to provide Contractor with all of the information needed for Contractor to obtain export licenses from the U.S. Government or any other applicable national government and to provide Contractor with such additional assistance as may be necessary to obtain such licenses. Notwithstanding the foregoing, University is solely responsible for obtaining any necessary permissions relating to software that it exports. Contractor also may require export certifications from University for University-provided software. Contractor's acceptance of any order for a Product, Software or Deliverable is contingent upon the issuance of any applicable export license required by the U.S. Government or any other applicable national government. Contractor is not liable for delays or failure to deliver Products, Software or Deliverable resulting from University's failure to obtain such license or to provide such certification.

1.15 **Regulatory Requirements.** Contractor is not responsible for determining whether any Third-Party Product to be used in or with the Products, Software or Deliverables, satisfies the local regulatory requirements of the country to which such items are to be delivered or performed, and Contractor shall not be obligated to provide any such items where they are prohibited by law or do not satisfy the local regulatory requirements.

1.16 **Data.** University acknowledges that the Products, Software, Services and Deliverables are not designed with security and access management for the processing and/or storage of the following categories of data unless expressly otherwise stated in a particular Service Description: (1) data that is classified and/or used on the U.S. Munitions list, including software and technical data; (2) articles, services and related technical data designated as defense articles and defense services; (3) ITAR (International Traffic in Arms Regulations) related data; and (4) personally identifiable information that is subject to heightened security requirements as a result of University's internal policies or practices, industry-specific standards or by law (collectively referred to as "Excluded Data"). Customer hereby agrees that Customer is solely responsible for reviewing data that it will provide to Dell (or to which Dell will have access) to ensure that it does not contain Excluded Data.

1.17 **Notice.** All notices, demands or requests provided for or permitted to be given pursuant to this Agreement must be in writing. All notices, demands and requests shall be deemed to have been properly served if given by personal delivery, or if transmitted by facsimile with confirmed receipt, or if delivered to Federal Express or other reputable express carrier for next business day delivery, charges billed to or prepaid by shipper; or if deposited in the United States mail, registered or certified with return receipt requested, proper postage prepaid, addressed as follows:

If to the University*: The University of Connecticut, Attention: Michael Franklin, 3 North Hillside Road, U-6076, Storrs, CT 06269
1.18 **Execution.** This Agreement may be executed in any number of counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same instrument.
Section 2 - State of Connecticut Required Terms and Conditions

As an Agency of the State of Connecticut (a sovereign entity) the University is governed by the following terms and conditions, which may not be modified, amended or deleted unless approved by the Office of the Attorney General.

2.1 **Statutory Authority.** Connecticut General Statute §§ 10a-104, 10a-108, 4a-52a, and 10a-151b provide the University with authority to enter into contracts in the pursuit of its mission.

2.2 **Claims.** The Contractor agrees that the sole and exclusive means for the presentation of any claim against the State of Connecticut or the University of Connecticut arising from this Agreement shall be in accordance with Chapter 53 of the Connecticut General Statutes (Claims Against the State) and the Contractor further agrees not to initiate any legal proceedings in any state or federal court in addition to, or in lieu of, said Chapter 53 proceedings.

2.3 **Insurance.** The Contractor shall secure and pay the premium or premiums of the following policies of insurance with respect to which minimum limits are fixed in the schedule set forth below. Each such policy shall be maintained in at least the limit fixed with respect thereto, and shall cover all of the Contractor’s operations hereunder, and shall be effective throughout the term of this Agreement and any extension thereof. It is not the intent of this schedule to limit the types of insurance required herein. The insurance coverage listed in the following, is in accordance with the State of Connecticut Insurance and Risk Management Board requirements.

(a) **Commercial General Liability**
   1. Each Occurrence $1,000,000
   2. Products/Completed Operations $1,000,000
   3. Personal and Advertising Injury $1,000,000
   4. General Aggregate $2,000,000
   5. Fire Legal Liability $100,000

   The insurance shall provide for a retroactive date of placement prior to or coinciding with the effective date of this Agreement.

(b) **Business Automobile Liability:** Minimum Limits for Owned, Scheduled, Non Owned, or Hired Automobiles with a combined single limit of not less than $1,000,000 per occurrence.

(c) **Workers’ Compensation and Employer’s Liability:** As required under state law.

(d) **Such other insurance in such amounts which from time to time may reasonably be required by the mutual consent of the University and the Contractor against other insurable hazards relating to performance.**

All policies of insurance provided for in this Section shall be issued by insurance companies with general policyholder’s rating of not less than A- and a financial rating of not less than Class VIII as rated in the most current available A.M. Best Insurance Reports and be licensed to do business in the State of Connecticut. All such policies shall be issued in the name of Contractor, and shall name, as Additional Insured, The State of Connecticut, University of Connecticut, its officers, officials, employees, agents, boards and commissions on the Commercial General Liability Policy. Certificates thereof shall be delivered to the University prior to the commencement of this Agreement and renewal certificates thereof shall be delivered to the University upon request at the time of renewal.

2.4 **Hold Harmless.**
   Contractor agrees to jointly and severally indemnify and hold the expense including reasonable attorney’s fees which the State of Connecticut may incur or sustain in connection with a third party claim for personal injury, death, or damage to tangible personal property resulting from gross negligence or willful misconduct of the Contractor in its performance of this Agreement (“Indemnified Claims”). Further, the University assumes no liability for any damage to the property, or for personal injuries, illness, disabilities or deaths the contractor, contractor’s employees and any other person subject to the contractor’s control, or any other person including members of the general public, caused in whole or in part, by a) contractor’s breach of any term or provision of the awarded contract; or b) any negligent or willful act or omission of the contractor, its employees or subcontractors in the performance of the awarded contract.

In addition, the Contractor agrees to defend the University from and against any and all Indemnified Claims and pay all liabilities, claims, penalties, forfeitures, suits and the costs and expenses incident thereto (including the cost of defense, settlement and reasonable attorney’s fees) subject to the following: (1) Contractor receiving prompt written notice of the third-party claim or action for which Contractor must indemnify the University, and (2) the University’s full cooperation with Contractor in defending and resolving such claim or action. The University retains the right to participate in the defense of any claim or action if it determines that the defense is not being conducted to protect the best interest of the State as determined in the University’s sole discretion.

2.5 **Sovereign Immunity.** The parties acknowledge and agree that nothing in this Agreement shall be construed as a waiver by the State of Connecticut or the University of any rights or defenses of sovereign immunity, which it may have had, now has, or will have with respect to all matters arising out of this Agreement. To the extent that this provision conflicts with any other provision hereunder, this provision shall govern.

2.6 **Governing Law.** This Agreement shall be construed in accordance with and governed by the laws of the State of Connecticut without regard to its principles of conflicts of laws.
2.7. **Non-discrimination**

(a) For purposes of this Section, the following terms are defined as follows: (i) "Commission" means the Commission on Human Rights and Opportunities; (ii) "Contract" and "contract" include any extension or modification of the Contract or contract; (iii) "Contractor" and "contractor" include any successors or assigns of the Contractor or contractor; (iv) "Gender identity or expression" means a person's gender-related identity, appearance or behavior, whether or not that gender-related identity, appearance or behavior is different from that traditionally associated with the person's physiology or assigned sex at birth, which gender-related identity can be shown by providing evidence including, but not limited to, medical history, care or treatment of the gender-related identity, consistent and uniform assertion of the gender-related identity or any other evidence that the gender-related identity is sincerely held, part of a person's core identity or not being asserted for an improper purpose; (v) "good faith" means that degree of diligence which a reasonable person would exercise in the performance of legal duties and obligations; (vi) "good faith efforts" shall include, but not be limited to, those reasonable initial efforts necessary to comply with statutory or regulatory requirements and additional or substituted efforts when it is determined that such initial efforts will not be sufficient to comply with such requirements; (vii) "marital status" means being single, married as recognized by the State of Connecticut, widowed, separated or divorced; (viii) "mental disability" means one or more mental disorders, as defined in the most recent edition of the American Psychiatric Association's "Diagnostic and Statistical Manual of Mental Disorders", or a record of or regarding a person as having one or more such disorders; (ix) "minority business enterprise" means any small contractor or supplier of materials fifty-one percent or more of the capital stock, if any, or assets of which is owned by a person or persons: (1) who are active in the daily affairs of the enterprise, (2) who have the power to direct the management and policies of the enterprise, and (3) who are members of a minority, as such term is defined in subsection (a) of Connecticut General Statutes § 32-9n, and (x) "public works contract" means any agreement between any individual, firm or corporation and the State or any political subdivision of the State other than a municipality for construction, rehabilitation, conversion, extension, demolition or repair of a public building, highway or other changes or improvements in or on real property, which is financed in whole or in part by the State, including, but not limited to, matching expenditures, grants, loans, insurance or guarantees.

For purposes of this Section, the terms "Contract" and "contract" do not include a contract where each contractor is (1) a political subdivision of the state, including, but not limited to, a municipality, (2) a quasi-public agency, as defined in Conn. Gen. Stat. Section 1-120, (3) any other state, including but not limited to any federally recognized Indian tribal governments, as defined in Conn. Gen. Stat. Section 1-287, (4) the federal government, (5) a foreign government, or (6) an agency of a subdivision, agency, state or government described in the immediately preceding enumerated items (1), (2), (3), (4) or (5).

(b) (1) The Contractor agrees and warrants that in the performance of the Contract such Contractor will not discriminate or permit discrimination against any person or group of persons on the grounds of race, color, religious creed, age, marital status, national origin, ancestry, sex, gender identity or expression, mental retardation, mental disability or physical disability, including, but not limited to, blindness, unless it is shown by such Contractor that such disability prevents performance of the work involved, in any manner prohibited by the laws of the United States or of the State of Connecticut; and the Contractor further agrees to take affirmative action to insure that applicants with job-related qualifications are employed and that employees are treated when employed without regard to their race, color, religious creed, age, marital status, national origin, ancestry, sex, gender identity or expression, mental retardation, mental disability or physical disability, including, but not limited to, blindness, unless it is shown by the Contractor that such disability prevents performance of the work involved; (2) the Contractor agrees, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, to state that it is an "affirmative action-eligible opportunity employer" in accordance with regulations adopted by the Commission; (3) the Contractor agrees to provide each labor union or representative of workers with which the Contractor has a collective bargaining Agreement or other contract or understanding and each vendor with which the Contractor has a contract or understanding, a notice to be provided by the Commission, advising the labor union or workers' representative of the Contractor's commitments under this section and to post copies of the notice in conspicuous places available to employees and applicants for employment; and (4) the Contractor agrees to comply with each provision of this Section and Connecticut General Statutes §§ 46a-68a and 46a-68f and with each regulation or relevant order issued by said Commission pursuant to Connecticut General Statutes §§ 46a-56, 46a-68a and 46a-68f, and (5) he Contractor agrees to provide the Commission on Human Rights and Opportunities with such information requested by the Commission, and permit access to pertinent books, records and accounts, concerning the employment practices and procedures of the Contractor as relate to the provisions of this Section and Connecticut General Statutes § 46a-56. If the contract is a public works contract, the Contractor agrees and warrants that he will make good faith efforts to employ minority business enterprises as subcontractors and suppliers of materials on such public works projects.

(c) Determination of the Contractor's good faith efforts shall include, but shall not be limited to, the following factors: The Contractor's employment and subcontracting policies, patterns and practices; affirmative advertising, recruitment and training; technical assistance activities and such other reasonable activities or efforts as the Commission may prescribe that are designed to ensure the participation of minority business enterprises in public works projects.

(d) The Contractor shall develop and maintain adequate documentation, in a manner prescribed by the Commission, of its good faith efforts.

(e) The Contractor shall include the provisions of subsection (b) of this Section in every subcontract or purchase order entered into in order to fulfill any obligation of a contract with the State and such provisions shall be binding on a subcontractor, vendor or manufacturer unless exempted by regulations or orders of the Commission. The Contractor shall take such action with respect to any such subcontract or purchase order as the Commission may direct as a means
of enforcing such provisions including sanctions for noncompliance in accordance with Connecticut General Statutes §46a-56; provided if such Contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the Commission, the Contractor may request the State of Connecticut to enter into any such litigation or negotiation prior thereto to protect the interests of the State and the State may so enter.

(f) The Contractor agrees to comply with the regulations referred to in this Section as they exist on the date of this Contract and as they may be adopted or amended from time to time during the term of this Contract and any amendments thereto.

(g) (1) The Contractor agrees and warrants that in the performance of the Contract such Contractor will not discriminate or permit discrimination against any person or group of persons on the grounds of sexual orientation, in any manner prohibited by the laws of the United States or the State of Connecticut, and that employees are treated when employed without regard to their sexual orientation; (2) the Contractor agrees to provide each labor union or representative of workers with which such Contractor has a collective bargaining agreement or other contract or understanding and each vendor with which such Contractor has a contract or understanding, a notice to be provided by the Commission on Human Rights and Opportunities advising the labor union or workers' representative of the Contractor's commitments under this section, and to post copies of the notice in conspicuous places available to employees and applicants for employment; (3) the Contractor agrees to comply with each provision of this section and with each regulation or relevant order issued by said Commission pursuant to Connecticut General Statutes § 46a-58; and (4) the Contractor agrees to provide the Commission on Human Rights and Opportunities with such information requested by the Commission, and permit access to pertinent books, records and accounts, concerning the employment practices and procedures of the Contractor which relate to the provisions of this Section and Connecticut General Statutes § 46a-55.

(h) The Contractor shall include the provisions of the foregoing paragraph in every subcontract or purchase order entered into in order to fulfill any obligation of a contract with the State and such provisions shall be binding on a subcontractor, vendor or manufacturer unless exempted by regulations or orders of the Commission. The Contractor shall take such action with respect to any such subcontract or purchase order as the Commission may direct as a means of enforcing such provisions including sanctions for noncompliance in accordance with Connecticut General Statutes § 46a-56; provided, if such Contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the Commission, the Contractor may request the State of Connecticut to enter into any such litigation or negotiation prior thereto to protect the interests of the State and the State may so enter.

2.8 Vendor Code of Conduct. In furtherance of its longstanding commitment to fundamental human rights, to the dignity of all people, and to the environment, the University has developed the Code of Conduct for University of Connecticut Vendors (the "Vendor Code of Conduct"). Contractor hereby acknowledges receipt of the Vendor Code of Conduct. A copy of the Vendor Code of Conduct is available at http://csr.uconn.edu. The Vendor Code of Conduct is hereby incorporated herein by reference to the extent Contractor is required to comply with the same pursuant to this section.

Contractor agrees to comply with the "Principal Expectations" described in the Vendor Code of Conduct. Contractor further agrees to comply with the "Preferential Standards" described in the Vendor Code of Conduct, to the extent a commitment to so comply, or a representation of compliance, was provided by Contractor to the University in writing. Any such commitment or representation is hereby incorporated herein by reference. Contractor agrees to provide the University with such evidence of Contractor's compliance with this section as the University reasonably requests and to, at the request of the University, provide a comprehensive, annual summary report of Contractor's corporate social and environmental practices.

2.9. Executive Orders. The Contract is subject to the provisions of Executive Order No. Three of Governor Thomas J. Meskill, promulgated June 18, 1971, concerning labor employment practices, Executive Order No. Seventeen of Governor Thomas J. Meskill, promulgated February 15, 1973, concerning the listing of employment openings and Executive Order No. Sixteen of Governor M. Jodi Rell, promulgated August 4, 1999, concerning violence in the workplace, all of which are incorporated into and are made a part of the Contract as if they had been fully set forth in it. At the Contractor's request, the Client Agency shall provide a copy of these orders to the Contractor. The Contract may also be subject to Executive Order No. 7C of Governor M. Jodi Rell, promulgated July 13, 2006, concerning contracting reformed and Executive Order No. 14 of Governor M. Jodi Rell, promulgated April 17, 2006, concerning procurement of cleaning products and services, in accordance with their respective terms and conditions.

2.10. Campaign Contribution Restrictions. For all State contracts as defined in Public Act 10-1 having a value in a calendar year of $50,000 or more or a combination or series of such agreements or contracts having a value of $100,000 or more, the authorized signatory to this Agreement expressly acknowledges receipt of the State Elections Enforcement Commission's notice advising state contractors of state campaign contribution and solicitation prohibitions, and will inform its principals of the contents of the notice attached hereto as Exhibit F.

2.11. Termination for Cause. Either party may terminate any resulting contract for cause by providing a written Notice to Cure to the other party citing the instances of noncompliance with the contract. The party that received the Notice to Cure shall have ten (10) days to reply to the Notice to Cure and indicate why the contract should not be terminated and recommend remedies to be taken.

(a) If the Contractor and the University reach an agreed upon solution, the party that received the Notice to Cure shall then have thirty (30) days after such agreement is reached to cure the material noncompliance cited in the Notice to Cure.

(b) If a mutually agreed upon solution cannot be reached within ten (10) days after receipt of Notice to Cure by a party, and the party that received the Notice to Cure does not cure the noncompliance cited
in the Notice to Cure within thirty days of receipt of the Notice to Cure, the non-breaching party reserves the right to terminate the agreement.

(c) If the mutually agreed upon solution is not implemented within thirty (30) days from the date of agreement, the non-breaching party reserves the right to terminate the contract.

(d) The University shall be obligated only for those goods shipped or Services rendered and accepted in accordance with the provisions of this Agreement, prior to the date of termination.

(e) Remedies for Default: If the solution mutually agreed upon pursuant to subsection (e) of this Section is not implemented within the thirty (30) days provided in said subsection, the University may procure the subject goods or Services from another source and charge any cost difference to the Contractor.

2.12. Termination for Convenience.
(a) The University may terminate this Contract in whole or in part whenever, for any reason, the University shall determine that such termination is in the best interest of the University and/or the State of Connecticut.

(b) If this Agreement is terminated by the University pursuant to this section, the University will provide the Contractor sixty (60) days written notice of such intention. In the event of such termination, the Contractor Administrator and/or designee will notify the Contractor by certified mail, return receipt requested. Termination will be effective as of the close of business on the date specified in the notice.

(c) In the event the University invokes this clause to terminate Contract, Contractor shall be due payment for reasonable costs incurred in terminating its performance under this Contract, including, but not limited to, contract price for completed supplies or Services accepted, costs incurred in the performance of the work terminated, costs of settling and paying termination settlement proposals under terminated subcontracts.

2.13. Force Majeure. If the performance of obligations under this Agreement, excluding payment obligations hereunder, are rendered impossible or hazardous or is otherwise prevented or impaired due to illness, accident, Act(s) of God, riots, strikes, labor difficulties, epidemics, earthquakes, and/or any other cause or event, similar or dissimilar, beyond the control of the Contractor, then each party’s obligations to the other under this Agreement shall be excused and neither party shall have any liability to the other under or in connection with this Agreement.

2.14. Entire Agreement and Amendment. This Agreement is the entire agreement between the Contractor and the University and supersedes and rescinds all prior agreements relating to the subject matter hereof. This Agreement may be amended only in writing signed by both the Contractor and the University and if applicable, approved by the Office of the Attorney General. The Contractor indicates it has read and freely signed this Agreement, which shall take effect as a sealed instrument. The Contractor further certifies that the terms of this agreement are legally binding and its duly authorized representative has signed this agreement after having carefully read and understood the same.

2.15. Background Checks.
(a) Contractor agrees that it will not assign any employee, independent contractor or agent to perform Services under this Contract unless that employee, independent contractor or agent has satisfactorily completed a background check. The background check must minimally include criminal arrest information for the past seven years, a check of the national and state sex offender registries and a social security number verification. All fees associated with the background checks shall be the responsibility of Contractor. Contractor shall immediately remove any employee, independent contractor or agents performing Services under this Contract on campus if it becomes known to Contractor that such person may be a danger to the health or safety of the campus community, or at the request of the University based on a reasonable concern of community or individual safety.

(b) Without limiting the obligations of Contractor under Section 2.4 of this Contract, Contractor shall defend, indemnify and hold harmless the state of Connecticut, the University of Connecticut and all of their employees, agents and/or assigns for any claims, suits or proceedings resulting from a breach of the foregoing warranty and/or that are caused in whole or in part by the actions or omissions of Contractor, its employees, or other persons that Contractor causes to be on the campus.

2.16. Use of Marks, Logos, Etc. Except as expressly authorized in this Agreement, neither party is permitted to use any mark, logo or similarly trademarked representation without prior written approval of the other party. “Mark” is herein defined as all registered marks to the party’s name (past or present), abbreviations, symbols, emblems, logos, mascot, slogans, official insignia, uniforms, landmarks, or songs. Each party agrees to comply with the other party’s trademark licensing program concerning any use or proposed use of any of marks on goods, in relation to Services, and/or in connection with advertisements or promotion of the party or its business. Prior to any use of a mark by the parties (or its affiliates or successors or assignees), the party seeking use will submit the proposed use of the mark, together with a sample or specimen of the intended use, to the other party for approval. Such permission to use the mark as may be granted pursuant to the terms of this Agreement shall terminate at the expiration of the Agreement.

2.17. Whistleblowing. This Agreement may be subject to the provisions of §4-61dd of the Connecticut General Statutes. In accordance with such statute, if an officer, employee or appointing authority of the Contractor takes or threatens to take any personnel action against any employee of the Contractor in retaliation for such employee’s disclosure of information to any employee of the contracting state or quasi-public agency or the Auditors of Public Accounts or the Attorney General under the provisions of subsection (a) of such statute, then in accordance with subsection (e) of such statute, the Contractor shall be liable for a civil penalty of not more than five thousand dollars for each offense, up to a maximum of twenty per cent of the value of this Agreement. Each violation shall be a separate and distinct offense and in the case of a continuing violation, each calendar day’s continuance of the violation shall be deemed to be a separate and distinct offense. The State may request that the Attorney General bring a civil action in the Superior Court for the Judicial District of Hartford to seek imposition and recovery of such civil penalty. In accordance with subsection (f) of such statute, each large state contractor, as defined in the statute, shall post a notice of the provisions of the statute relating to large state contractors in a conspicuous place which is readily available for viewing by the employees of the Contractor.
2.18. **Additional Required Contractor Signature Authority, Affidavits and Certifications.**

(a) The individual signing this Agreement on behalf of the Contractor certifies that s/he has full authority to execute the same on behalf of the Contractor and that this Agreement has been duly authorized, executed and delivered by the Contractor and is binding upon the Contractor in accordance with its terms. The Contractor shall provide a Corporate Resolution or other signature authority documentation certifying that the individual executing this Agreement has been authorized by the governing body of the Contractor to sign on behalf of the Contractor. Sample forms can be found at: [http://www.contracts.uconn.edu/corpres.html](http://www.contracts.uconn.edu/corpres.html)

(b) The University, as an agency of the State of Connecticut, requires that notarized Gift and Campaign Contribution Certificates (Office of Policy and Management "OPM" Form 1) and Consulting Agreement Affidavits (OPM Form 5) accompany all State contracts/agreements with a value of $50,000 or more in a calendar or fiscal year. (Form 1 is also used with a multi-year contract to update the initial certification on an annual basis.) The State also requires an Affirmation of Receipt of State Ethics Laws Summary (OPM Form 6) and a Certification disclosing Investment in Iran (OPM Form 7), which must accompany large State construction or procurement contracts with a value of $500,000 or more. Pursuant to Conn. Gen. Stat. § 4-252(c)(1), these documents must be executed by the official who is authorized to execute the contract/agreement on behalf of the Contractor. Ethics Affidavits and Certifications can be found at: [http://www.ct.gov/opm/cwp/view.asp?a=2982&q=386038](http://www.ct.gov/opm/cwp/view.asp?a=2982&q=386038)

(c) An executed Nondiscrimination Certification must also be provided by the Contractor at the time of contract execution for all contracts/agreements with corporations and other entities, regardless of type, term, cost or value. The Certification requires the signer to disclose his/her title and certify that the Contractor has in place a properly-adopted policy, which supports the nondiscrimination requirements of Connecticut law. This Certification is required for all original contracts/agreements as well as amendments. The Nondiscrimination Certification form can be found at: [http://www.ct.gov/opm/lib/opm/finance/paa/oag nondiscrmin certification_080207_fillable form.doc](http://www.ct.gov/opm/lib/opm/finance/paa/oag nondiscrmin certification_080207_fillable form.doc)
IN WITNESS WHEREOF, this Agreement has been duly executed by the following parties:

UNIVERSITY OF CONNECTICUT:

By: ___________________________  Print Name:________________________
Title: __________________________  UC signature:_______________________
Date: __________________________

CONTRACTOR: Dell Marketing LP

By: ___________________________  Print Name:________________________
Title: __________________________  Sr. Contracts Mgr.
Date: __________________________

AGO Approval (As to Form)

By: ___________________________  Print Name:________________________
Date: __________________________  Assoc. Atty. General
Title: __________________________
IN WITNESS WHEREOF, this Agreement has been duly executed by the following parties:

UNIVERSITY OF CONNECTICUT:

By: [Signature]
Print Name: John M. Biancamano
Title: Interim Exec.V.P./Vice Admin+CFO
Date: 8/25/14

AGO Approval (As to Form)

By: [Signature]
Print Name: Joseph Rubin

CONTRACTOR: Dell Marketing LP

By: [Signature]
Print Name: [Blank]
Title: [Blank]
Date: [Blank]

By: [Signature]
Print Name: [Blank]
Title: [Blank]
Date: 8/27/14

Title: Assoc. Atty. General

Form Rev. 7/19/2011
EXHIBIT A
Accidental Damage Service
Service Description – U.S.
This agreement ("Agreement" or "Service Description") is made between the customer ("you" or "Customer") and Dell Marketing L.P. or the Dell entity identified on Customer's invoice or order confirmation ("Dell"). The Invoice or other order confirmation containing a description of the covered Supported Product (as defined herein) you purchase is hereby incorporated into this Agreement by reference. By purchasing these Services (as defined herein) from Dell, Customer agrees to be bound by all terms and conditions set forth in this document. Customer agrees that renewing, modifying, extending or continuing to utilize the Services beyond the initial term is subject to the then-current Service Description available for review at www.Dell.com/ServiceContracts.1

PartnerDirect Registered or Certified Partners and Resellers: This Service is provided for resale by authorized resellers pursuant to Dell's Terms and Conditions of Sale applicable to resellers, which can be obtained at www.Dell.com/Terms for United States and Canadian-based entities and www.Dell.com/ServiceContracts for international customers and which is incorporated by reference in its entirety herein. Persons or Entities that purchase for resale must transfer the Service to the end customer in accordance with the transfer procedures of paragraph 5.c., and Dell is not obligated to provide Service to the end customer until such transfer has been completed.

1. Service Overview

For your one-time payment to Dell as specified on your invoice or other order confirmation (the "Total Price") for each product ("Supported Product") plus any applicable sales or similar taxes, Dell will provide the Dell Accidental Damage Service ("Service") in accordance with this Agreement for the term of Service specified on such invoice, or other order confirmation. As further described below, we will repair the Supported Product as necessary to correct any damage to the Supported Product which occurs during the usual and customary usage of the Supported Product and is caused by either accidental damage from handling (including drops and spills) or an electrical surge.

If we decide that it is necessary to replace the Supported Product rather than repair it, you will receive a replacement device that is equivalent to or better than the Supported Product you originally purchased from us, as determined by us in our sole and reasonable discretion. For a Supported Product that is classified by Dell as a smart phone or tablet (a "Mobility Product"), within any consecutive twelve-month period within the term of Service, this Service will provide a maximum of two (2) replacement devices for each Mobility Product that is properly entitled to this Service at the time of a Customer's request for a replacement device. The twelve month period is calculated based on the date of first replacement, thus, Customer will be entitled to a maximum of one (1) additional replacement curing: a) the twelve months following Customer's first and/or previous replacement or b) the time remaining in the term of Service, whichever is shorter.

This is not a contract of insurance. Please read this Agreement carefully, and please note that Dell reserves the right to change or modify any of the terms and conditions set forth in this Agreement at any time. Dell also reserves the right to determine whether and when any such changes apply to both existing and future Customers.

2. Covered Supported Products: You must pay a separate Total Price for each Supported Product you wish to be covered by this Agreement. For example, a printer purchased with a notebook system is not covered by the notebook system's service contract. Instead, the printer and the notebook will each need their own service contract. With regard to each Supported Product covered by this Agreement the following general terms, conditions and exclusions shall apply:

- **Scope:** Only parts built in or on the base unit of the Supported Product, including parts or accessories that are required for regular operation of the base unit and shipped at point of sale, such as internal memory, built-in LCD, internal components/switches, built-in buttons, drawers, lids or panels, remote controls, or cables are covered.
- **Limitations:** This Agreement does not cover externally-attached computers, peripherals, or

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1 The URL http://www.Dell.com/ServiceContracts links Customer to Dell's global service contract webpage where Customer will select their geographic region, preferred language (if applicable) and the appropriate business segment from which they purchased the Service (e.g. Large Enterprise, Small & Medium Business or Public Sector). Customer will then be able to select the appropriate service contract for review. You may also contact your Dell sales representative or technical support for assistance with obtaining service contracts.

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other devices that may work in conjunction with the Supported Product, and this Agreement does not cover components, cases, television or monitor wall mounts, wiring, or items classified as “accessories” or “consumables” and not built in or on the base unit of the Supported Product, such as batteries that are out of warranty, light bulbs, disposable/replaceable print/fax cartridges, print or photo paper, memory disks, memory cards, SIM cards, disposable memory devices, wire connections, carrying cases, stylus pens, docking stations, external modems, external speakers, game devices, game disks, secondary monitors, external mouse for notebooks, external keyboards for notebooks, or other input/output devices, any other components not internal to the Supported Product for which you purchased Service, or other parts/components requiring regular user maintenance.

Hardware Only. This Agreement is for hardware only. This Service does not cover software. This software exclusion includes but is not limited to: 1) any defects in or damage (including without limitation virus-inflicted damage) to software preloaded on, purchased with or otherwise loaded on the Supported Product and 2) any software loaded through Custom Factory Integration. In addition, this Service does not cover any other items added through Custom Factory Integration. We will exercise reasonable efforts to, but this Agreement does not guarantee, that we will, repair or replace non-software Custom Factory Integration items that may otherwise be excluded components.

3. Scope of Services:
   a. Repair or Replacement Service. During the term of this Agreement and subject to the limitations in this Agreement, we will repair the Supported Product as necessary to correct any damage to the Supported Product which occurs during the usual and customary usage of the Supported Product and is caused by either accidental damage from handling (including drops and spills) or an electrical surge.

   If we repair your Supported Product, you understand and agree that we may replace original parts with new or used parts from the original manufacturer, or a different one. Replacement parts will be functionally equivalent to the original parts. In our discretion, we may designate an affiliated company or contract with a third party to complete repairs on the Supported Product.

   If we decide that it is necessary to replace the Supported Product rather than repair it, you will receive a Supported Product equivalent to or better than the Supported Product you originally purchased from us, as determined by us in our sole and reasonable discretion.

   b. Service Level. The response level for the Service shall coincide with the response level for Customer’s underlying hardware warranty or service contract for the Supported Product; provided however, that the response level for the service shall not exceed the Next Business Day On-Site Service After Remote Diagnosis response level as detailed in the Dell ProSupport service description at www.Dell.com/ServiceContracts.

   c. Geographic Limitations & Relocation. This Service will be delivered to the site(s) indicated on the Customer’s invoice, or other order confirmation. Service options, including service levels, technical support hours and onsite response times will vary by geography and certain options may not be in Dell’s obligation to provide Service for a relocated Supported Product is subject to local Service availability and may be subject to additional fees as well as inspection and recertification of the relocated Supported Product at Dell’s current time and materials consulting rates. Support outside of the country in which Customer purchased this Service may be available on a reasonable efforts basis (e.g., not available in all countries, not available on all parts, not available to all Customers). In addition, out of country support will not include any whole unit replacements. Please contact a Dell technical support analyst for additional details. Customer will provide Dell with sufficient and safe access to Customer’s facilities at no cost to Dell for Dell to fulfill Dell’s obligations.

   d. Service Parts Installation. Regardless of the service response level purchased, some component parts are specifically designed for easy Customer removal and replacement: those parts are designated as Customer Self Replaceable (CSR). If during the diagnosis, the Dell Analyst determines that the repair can be accomplished with a CSR designated part, Dell will ship the CSR designated part directly to the Customer. CSR parts fall into two categories:

   • Optional CSR Parts – These parts are designed to be replaced by the Customer.
Depending on the type of service that was purchased with the Supported Product, Dell may provide an Onsite Technician to replace the parts. Please contact a technical support analyst for more details regarding which Optional CSR parts and which service response levels qualify for onsite installation at no additional fee.

- Mandatory CSR Parts – These are parts that the Customer must replace themselves. Dell does not provide installation labor for them. If the Customer requests that Dell replace these parts, the Customer will be charged a fee for this service.

  o Limits of Support Services. This Agreement does not cover and we are not obligated to repair or replace:

- Any Supported Product located outside of the country or site(s) indicated on Customer’s invoice or other order confirmation.
- Any damage to or defect in the Supported Product that is cosmetic. Under this Agreement, we are not obligated to repair or replace any or other superficial items, such as scratches and dents that do not materially impair your use of the Supported Product.
- Any Supported Product that anyone other than Dell or a person we designate has tried to repair. Any repair or attempted repair on the Supported Product covered by this Agreement by any party other than us or someone we designate will void and cancel this Agreement. We will not reimburse you for any repairs that you or another person make or attempt to make to the Supported Product.
- Any Supported Product that suffers damage in connection with or as a result of incorrect or inadequate Customer Installation. “Customer Installation” shall include any of the following performed by the Customer or any third party on behalf of the customer: (1) unpacking or moving the Supported Product; (2) installation or mounting of a Supported Product to a wall or other structure (or removal of the same) and (3) affixing of brackets or other weight bearing devices designed for mounting or attachment to a wall or other structure (or removal of the same). Customer Installation does not include installation services purchased from Dell.
- Any Supported Product that is lost or stolen. To receive repair or replacement of a Supported Product, you must return the damaged Supported Product to us in its entirety.
- Any Supported Product that is damaged by fire from an external source or that is intentionally damaged or damaged by misuse, abuse, failure to follow instructions provided with the Supported Product, or use of the Supported Product in an incorrect environment. If we find evidence of intentional damage, misuse, abuse, failure to follow instructions provided with the Supported Product, or use of the Supported Product in an incorrect environment, we are not obligated to repair or replace the Supported Product.
- Any recovery or transfer of data stored on the Supported Product. You are solely responsible for all data stored on the Supported Product, and it is your responsibility to complete a backup of all existing data, software, and programs on affected products before receiving services (including telephone support) or shipping products back to Dell. In addition, you are responsible for removing any confidential, proprietary, or personal information and any removable media such as SIM cards, memory cards, CDs, or PC cards. We do not provide you any data recovery services under this Agreement. However, if Dell determines that replacement of a storage device or hard drive is necessary, we will reload, at no charge to you, the then-current version of major application and operating system software you originally purchased from us, including any installed Custom Factory Integration applications. We do not, however, represent or warrant and this Agreement does not obligate us to ensure that any installed Custom Factory Integration applications will be compatible with the replacement of all existing data, software, and programs on affected products before receiving services (including telephone support) or shipping products back to Dell. In addition, you are responsible for removing any confidential, proprietary, or personal information and any removable media such as SIM cards, memory cards, CDs, or PC cards.
- Preventive maintenance. It is not necessary that you perform any preventive maintenance on
the Supported Product to obtain repair or replacement of a Supported Product covered by this Agreement.

- Except as specifically provided herein, any other damages that do not arise from defects in materials or workmanship or ordinary and customary usage of the covered Supported Product.

- Any damages arising from acts of God such as, but not limited to, lightning, flooding, tornado, earthquakes, and hurricanes.

f. Limitation of Liability. NEITHER DELL MARKETING LP. NOR ITS AFFILIATES, PARTNERS, OFFICERS, DIRECTORS, EMPLOYEES OR AGENTS ARE LIABLE TO YOU, OR ANY SUBSEQUENT OWNER OR OTHER USER OF THE SUPPORTED PRODUCT, FOR ANY INCIDENTAL OR CONSEQUENTIAL DAMAGES, INCLUDING, BUT NOT LIMITED TO, LIABILITY OR DAMAGES FOR THE SUPPORTED PRODUCT NOT BEING AVAILABLE FOR USE, LOSS OR CORRUPTION OF DATA OR SOFTWARE, PERSONAL INJURY, DEATH, OTHER INDIRECT LOSS DUE TO SUPPORTED PRODUCT FAILURE, OR ANY AND ALL INCIDENTAL, INDIRECT, SPECIAL OR CONSEQUENTIAL DAMAGES ARISING OUT OF OR IN CONNECTION WITH THE USE OR PERFORMANCE OF THE SUPPORTED PRODUCT, EVEN IF YOU HAVE ADVISED US OF THE POSSIBILITY OF SUCH DAMAGES. BY ENTERING INTO THIS AGREEMENT, YOU EXPRESSLY WAIVE ANY CLAIMS DESCRIBED IN THIS PARAGRAPH. YOU AGREE AND UNDERSTAND THAT WE WILL NOT BE RESPONSIBLE FOR ANY AMOUNT OF DAMAGES ABOVE THE AGGREGATE DOLLAR AMOUNT PAID BY YOU FOR THE PURCHASE OF THE SUPPORTED PRODUCT COVERED BY THIS AGREEMENT. SOME STATES AND JURISDICTIONS DO NOT ALLOW THE EXCLUSION OR LIMITATION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO SOME OR ALL OF THE ABOVE LIMITATION OR EXCLUSION MAY NOT APPLY TO YOU.

4. Your Responsibilities: To receive the Service, you are responsible for complying with the following:

a. Call for Telephone-Based Assistance. To initiate a service request under this Agreement, contact your regional support center. Regional telephone numbers can be found at www.Dell.com/ProSupport/RegionalContacts. Please note that, when you call, diagnosis or troubleshooting under your Dell Limited Hardware Warranty (see www.Dell.com/Warranty), or other underlying warranty or service contract (see www.Dell.com/ServiceContracts) will be required prior to receiving Service under this Agreement. The hours of support shall not include holidays. Please contact your Dell sales or support representative for additional details. Dell is not liable for any failure or delay in performance due to any cause beyond its control.

b. Cooperate with Technician. You must cooperate with the technician to ensure that the Supported Product is properly serviced. When you call, a Dell technician will both ask for the Service Tag number located on your Supported Product and verify your purchase of the Service.

The technician will then ask you a series of questions to assess the extent and cause of damage to the Supported Product. These diagnostic and troubleshooting steps may require more than one call or an extended session, and you may be asked to access the inside of your Supported Product where safe to do so.

If your issue is covered by this Service and that issue is not resolved remotely, then, at our discretion following completion of remote diagnosis or troubleshooting, the technician will either send you a replacement part for you to install on the Supported Product or give you directions to ship the Supported Product to our repair facility. So long as you follow our directions, we will pay all shipping charges for return of the Supported Product to our repair facility. Once at our repair facility, we may repair the Supported Product or ship you a replacement Supported Product depending on our assessment of the damage to the Supported Product.

In some cases, where we can determine over the telephone that a replacement Supported Product will be necessary, we may in our discretion, ship you a replacement Supported Product immediately. However, if you fail to return the damaged Supported Product to us, you agree that you are responsible for the retail price of the replacement Supported Product.

When returning a Product for replacement (including but not limited to a Mobility Product), unless otherwise directed by your Dell tech support agent, do not include parts not sent to you for replacement (such as battery, battery pack cover, SIM card, memory card, etc.). Dell will not be
responsible for any data or voice charges incurred as a result of Customer’s failure to remove all SIM cards inside Products returned to Dell. In addition, when returning your Product for replacement, do not send external parts (such as cords, cables, controls, or lens caps).

c. Payment. Service is only available with the purchase of a Dell product for which Dell currently offers Dell Accidental Damage Service, but it is not necessary that you purchase the Service to buy a Supported Product from us. Our invoice or other order confirmation issued to you for the Supported Product will indicate whether you purchased Dell Accidental Damage Service, and will serve as your receipt. We will provide you a copy of the invoice or other order confirmation and this Agreement within ten (10) days after your purchase of a Supported Product with Service. In addition, the Supported Product will be tagged with a serial number that will indicate your purchase of the Service (the “Service Tag”).

5. General Terms:

a. Term and Renewal. The service type, term and the Supported Product you have purchased is recorded on the Customer invoice; provided that the term of Service purchased may not exceed the length of Customer’s underlying Dell limited hardware warranty, or service contract for the Supported Product.

b. Claims of Confidentiality or Proprietary Rights. You agree that any information or data disclosed or sent to Dell, over the telephone, electronically or otherwise, is not confidential or proprietary to you.

c. Transferability. Subject to the limitations set forth in this Agreement, Customer may transfer this Service to a third party who purchases Customer’s entire Supported Product before the expiration of the then-current service term; provided that Customer is the original purchaser of the Supported Product and this Service, or Customer purchased the Supported Product and this Service from its original owner (or a previous transferee) and complied with all the transfer procedures available at www.support.dell.com. Additional terms, conditions and fees may apply to any such transfer.

d. Cancellation. This Agreement is dated as of the Invoice date or other start date noted on your invoice. You may cancel this Agreement within thirty (30) days of your receipt of this Agreement by sending written notice to us at:

Dell Marketing L.P.
One Dell Way
Round Rock, Texas 78682
Attn: Service and Support Department

Except as provided in paragraph 5.i. for customers in certain states or jurisdictions, where applicable, if you cancel this Agreement within thirty (30) days of your receipt of it, we will send you a full refund less the cost of claims, if any, made under this Agreement. For example, if no claim has been made under this Agreement and you cancel this Agreement within 30 days of your receipt of it, this Agreement shall be void and we shall send you a full refund of the purchase price of this Agreement. You may not cancel this Agreement after thirty (30) days of your receipt of this Agreement, except as provided in paragraph 5.i. for customers in certain states or jurisdictions.

We may cancel this Agreement if you fail to pay us the Total Price for the Service in accordance with our Invoice terms, make a misrepresentation to us or our agents, or otherwise breach your obligations under this Agreement. If we cancel this Agreement, we will send you written notice of cancellation at the address indicated in our records. The notice will include the reason for cancellation and the effective date of cancellation, which will not be less than ten (10) days from the date we send notice of cancellation to you, except as provided in paragraph 5.i. for customers in certain states or jurisdictions.

Service must be cancelled separately for each Supported Product.

e. Entire Agreement. This Agreement is the entire agreement between you and Dell with respect to its subject matter and none of Dell’s employees or agents may orally vary the terms and conditions of this Agreement.

f. Additional Remedies. This Agreement affords you specific legal rights. You may have additional
legal rights that vary from jurisdiction to jurisdiction, including those listed below. This Agreement is not a warranty. The Supported Product you purchase from us may also come with a limited hardware warranty from Dell or third party manufacturers of Supported Products we distribute. Please consult the applicable limited warranty statements for your rights and remedies under those limited warranties. (For the Dell Limited Hardware Warranty please see www.Dell.com/Warranty).

g. **Force Majeure.** Neither party shall be liable to the other party for any failure to perform any of its obligations (except payment obligations) under this Agreement during any period in which such performance is delayed by circumstances beyond its reasonable control including, but not limited to, acts of God, fire, flood, war, embargo, strike, riot, or the intervention of any governmental authority (a "Force Majeure"). In such event, however, the delayed party must promptly provide the other party with written notice of the Force Majeure. The delayed party's time for performance will be excused for the duration of the Force Majeure, but if the Force Majeure event lasts longer than thirty (30) days, the other party may immediately terminate this Agreement by giving written notice to the delayed party.

h. **State-Specific Provisions.** The terms stated in this paragraph are specific to warranties and services purchased for a separate charge in certain states. If you are not a permanent resident of the state identified in each paragraph below at the time you purchase the service for a separate charge, then you are not eligible for these rights and/or remedies. We are not obligated to provide the service under these terms except in the states specified below.

- **Hawaii Customers.** If you cancel this Agreement pursuant to the procedures for cancellation set forth in this Agreement and we fail to refund the purchase price of this Agreement to you within forty-five (45) days after your cancellation, we are obligated to pay you a penalty of 10% per month of the amount of the refund due and owing to you. Your right to cancel this Agreement only applies to the original owner of the Agreement and may not be transferred to subsequent owners of the Agreement. The obligations of Dell under this Agreement are backed by the full faith and credit of Dell.

- **New York Customers.** If you cancel this Agreement pursuant to the procedures for cancellation set forth in this Agreement and we fail to refund the purchase price of this Agreement to you within thirty (30) days after your cancellation, we are obligated to pay you a 10% penalty per month of the amount of the refund due and owing to you. The obligations of Dell under this Agreement are backed by the full faith and credit of Dell. In addition to the services specified under this Agreement, Dell will provide repair and replacement services as to defects in materials or workmanship, or wear and tear, to the extent provided in Dell's Limited Hardware Warranty (see www.Dell.com/Warranty), including any warranty extensions, the provisions of which Limited Hardware Warranty are incorporated by reference herein. Dell's Limited Hardware Warranty may be included with the purchase and in the price of the covered hardware. Such incorporation by reference shall not enlarge or diminish your rights or Dell's obligations under the Limited Hardware Warranty, provided, however, the duration of this Agreement shall not extend beyond the duration of the Limited Hardware Warranty (including any warranty extensions). In the event of a conflict between the provisions of this Agreement and the Limited Hardware Warranty, the provisions of this Agreement shall control.

- **Montana Customers.** Obligations of the provider under this service contract are backed by the full faith and credit of the provider.
Oregon Customers. The obligations of Dell Marketing L.P. under this Agreement are backed by the full faith and credit of Dell Inc. The contact information for both Dell Marketing L.P. and Dell Inc. is One Dell Way, Round Rock, TX 78682, Attn: Service and Support Department, (800) 624-9897.

Utah Customers. Obligations of Dell under this service contract are guaranteed under a service contract reimbursement insurance policy. Should Dell fail to pay or provide service on any claim within 60 days after proof of loss has been filed, Customer is entitled to make a claim directly against the Insurance Company. Coverage afforded under this Agreement is not guaranteed by the Property and Casualty Guaranty Association. This service contract is subject to limited regulation by the Utah Insurance Department. To file a complaint, contact the Utah Insurance Department. Section 5.E. is amended as follows: Dell can cancel the Agreement during the first sixty (60) days of the initial annual term by mailing to Customer a notice of cancellation at least thirty (30) days prior to the effective date of cancellation except that Dell can also cancel the Agreement during such time period for nonpayment of premium by mailing Customer a notice of cancellation at least ten (10) days prior to the effective date of cancellation. After sixty (60) days have elapsed, Dell may cancel the Agreement by mailing a cancellation notice to Customer at least ten (10) days prior to the cancellation date for cancellations due to nonpayment of premium, and thirty (30) days prior to cancellation date for any of the following reasons: (a) material misrepresentation, (b) substantial change in the risk assumed, unless Dell should reasonably have foreseen the change or contemplated the risk when entering into the Agreement, (c) substantial breaches of contractual duties, conditions, or warranties. The notice of cancellation must be in writing to Customer at Customer's last known address and contain all of the following: (1) the order number for Customer's purchase of this Agreement, (2) the date of notice, (3) the effective date of the cancellation and, (4) a detailed explanation of the reason for cancellation.

Wisconsin Customers. This warranty is subject to limited regulation by the Office of the Commissioner of Insurance. Dell Inc. shall be considered the obligor on the service obligations hereunder. 

For more information about any of our service offerings, please contact your Dell representative or visit dell.com/services.

Availability varies by country. To learn more, customers and Dell Channel Partners should contact your sales representative for more information.

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Dell Limited Hardware Warranty

Limited hardware warranties

Dell-branded hardware products purchased in the U.S. or Canada may come with a 90-day, 1-year, 2-year, 3-year, 4-year, 5-year or other limited hardware warranty. Dell may offer different delivery methods for warranty service, including but not limited to parts and product dispatched, mail-in service and in-home service. Renewals and extensions of your limited hardware warranty may also be available after you purchase your product(s). To determine the warranty that came with your hardware product(s) or the warranty renewal or extension that you purchased, see your packing slip, invoice, receipt or other sales documentation. Some components of the hardware you purchased may have a shorter warranty than that listed on your packing slip, invoice, receipt or other sales documentation. Additional details related to warranty duration are listed below.

What is covered by this limited hardware warranty?

This limited hardware warranty covers defects in materials and workmanship in your Dell-branded hardware products, including Dell-branded peripheral products.

What is not covered by this limited hardware warranty?

This limited hardware warranty does not cover:

- Software, including without limitation, the operating system and software added to the Dell-branded hardware products through our factory-integration system, third-party software or the reloading of software
- Non-Dell-branded products and accessories
- Problems that result from:
  - External causes such as accident, abuse, misuse or problems with electrical power.
  - Servicing not authorized by Dell.
  - Usage that is not in accordance with product instructions.
  - Failure to follow the product instructions or failure to perform preventive maintenance.
  - Problems caused by using accessories, parts or components not supplied by Dell.
- Products with missing or altered service tags or serial numbers
- Products for which Dell has not received payment
- Normal wear and tear

FOR COMMERCIAL CUSTOMERS (INCLUDING SMALL, MEDIUM AND LARGE BUSINESS AND GOVERNMENT AND PUBLIC SECTOR CUSTOMERS) AND RESSELLERS

This paragraph applies if you purchase Dell products for resale or for commercial or professional purposes. DELL'S RESPONSIBILITY FOR DEFECTS IN MATERIALS OR WORKMANSHIP IS LIMITED TO REPAIR OR REPLACEMENT OF THE PRODUCT AS SET FORTH IN THIS WARRANTY STATEMENT. EXCEPT FOR THE LIMITED WARRANTY EXPRESSLY STATED ABOVE FOR DELL-BRANDED PRODUCTS, DELL DISCLAIMS ALL WARRANTIES OR CONDITIONS, EXPRESSED OR IMPLIED, INCLUDING BUT NOT LIMITED TO ANY WARRANTY OR CONDITION (1) OF MERCHANTABILITY, MERCHANTABILITY QUALITY, FITNESS FOR A PARTICULAR PURPOSE, PERFORMANCE, SUITABILITY OR NON-INFRINGEMENT; (2) RELATING TO ANY THIRD-PARTY PRODUCT OR SOFTWARE, OR (3) REGARDING THE RESULTS TO BE OBTAINED FROM THE PRODUCT OR SOFTWARE. DELL EXPRESSLY DISCLAIMS ALL WARRANTIES AND CONDITIONS NOT STATED IN THIS LIMITED WARRANTY.

FOR CONSUMERS. This section applies if you purchase Dell products that are normally used for personal, family or household purposes.

THIS WARRANTY GIVES YOU SPECIFIC LEGAL RIGHTS AND YOU MAY ALSO HAVE OTHER RIGHTS, WHICH VARY FROM STATE TO STATE, PROVINCE TO PROVINCE OR JURISDICTION TO JURISDICTION.

DELL'S RESPONSIBILITY FOR MALFUNCTIONS AND DEFECTS IN HARDWARE IS LIMITED TO REPAIR OR REPLACEMENT AS SET FORTH IN THIS WARRANTY STATEMENT.

TO THE EXTENT NOT PROHIBITED BY LAW IN YOUR STATE, PROVINCE, JURISDICTION OR COUNTRY, THIS WARRANTY AND THE REMEDIES SET FORTH ARE EXCLUSIVE AND IN LIEU OF ALL OTHER WARRANTIES, REMEDIES AND CONDITIONS, WHETHER ORAL, WRITTEN, STATUTORY, EXPRESS OR IMPLIED.

EXCEPT FOR THE EXPRESS WARRANTIES CONTAINED IN THIS WARRANTY STATEMENT AND TO THE EXTENT NOT PROHIBITED BY LAW, DELL DISCLAIMS ALL OTHER WARRANTIES AND CONDITIONS, EXPRESSED OR IMPLIED, STATUTORY OR OTHERWISE, INCLUDING BUT NOT LIMITED TO ANY WARRANTY OF MERCHANTABILITY, MERCHANTABILITY QUALITY AND FITNESS FOR A PARTICULAR PURPOSE AND WARRANTIES AND CONDITIONS AGAINST HIDDEN OR LATENT DEFECTS. SOME STATES, PROVINCES, JURISDICTIONS OR COUNTRIES DO NOT ALLOW DISCLAIMERS OF IMPLIED WARRANTIES AND CONDITIONS, SO THIS DISCLAIMER MAY NOT APPLY TO YOU.

TO THE EXTENT SUCH WARRANTIES AND CONDITIONS CANNOT BE DISCLAIMED UNDER THE LAWS OF THE UNITED STATES, CANADA (AND ITS PROVINCES) OR OTHERWISE, DELL LIMITS THE DURATION AND REMEDIES OF SUCH WARRANTIES AND CONDITIONS TO THE DURATION OF THIS EXPRESS LIMITED WARRANTY (AS REFLECTED ON YOUR PACKING SLIP, INVOICE, RECEIPT OR OTHER SALES DOCUMENTATION) AND, AT DELL'S OPTION, THE REPAIR OR REPLACEMENT SERVICES DESCRIBED BELOW. SOME STATES, PROVINCES, JURISDICTIONS OR COUNTRIES MAY NOT ALLOW LIMITATIONS ON HOW LONG AN IMPLIED WARRANTY OR CONDITION MAY LAST, SO THE LIMITATION DESCRIBED ABOVE MAY NOT APPLY TO YOU.

NO WARRANTIES OR CONDITIONS, WHETHER EXPRESS OR IMPLIED, WILL APPLY AFTER THE LIMITED WARRANTY PERIOD HAS EXPIRED. SOME STATES, PROVINCES, JURISDICTIONS OR COUNTRIES DO NOT ALLOW LIMITATIONS ON HOW LONG AN IMPLIED WARRANTY LASTS, SO THIS
LIMITATION MAY NOT APPLY TO YOU.

ADDITIONAL TERMS FOR U.S. CONSUMERS, YOU MAY CANCEL ANY RENEWED, EXTENDED OR ENHANCED WARRANTY BY PROVIDING TO DELL AT LEAST THIRTY (30) DAYS WRITTEN NOTICE OF THE DECISION TO CANCEL. DELL WILL ISSUE A REFUND TO YOU FOR ANY UNUSED PORTION OF THE WARRANTY TERM FOR WHICH YOU HAVE PAID. IF MORE THAN THIRTY (30) DAYS HAVE TRANSPRIRED FOR THE CURRENT WARRANTY YEAR, THEN A REFUND WILL NOT BE PAID FOR THAT CURRENT WARRANTY YEAR. THE BASE LIMITED HARDWARE WARRANTY MAY NOT BE CANCELLED.

CANCELLATION OF RENEWED, EXTENDED OR ENHANCED WARRANTIES AT ANY TIME AFTER THE ORDER IS PLACED MAY REDUCE ANY APPLICABLE DISCOUNT AND, IF PURCHASED AS PART OF A PROMOTIONAL PACKAGE, MAY REQUIRE RETURN OF THE COMPLETE PACKAGE.

FOR ALL CUSTOMERS, WE DO NOT ACCEPT LIABILITY BEYOND THE REEEDIES PROVIDED FOR IN THIS LIMITED HARDWARE WARRANTY, AND WE DO NOT ACCEPT LIABILITY FOR CONSEQUENTIAL OR INCIDENTAL DAMAGES, FOR THIRD-PARTY CLAIMS AGAINST YOU FOR DAMAGES, FOR PRODUCTS NOT BEING AVAILABLE FOR USE, OR FOR LOST OR DAMAGED DATA OR SOFTWARE. DELL DOES NOT WARRANT THAT THE OPERATION OF ANY DELL PRODUCT WILL BE UNINTERRUPTED OR ERROR FREE. OUR LIABILITY WILL BE NO MORE THAN THE AMOUNT YOU PAID FOR THE SPECIFIC PRODUCT THAT IS THE SUBJECT OF A CLAIM. THIS IS THE MAXIMUM AMOUNT FOR WHICH WE ARE RESPONSIBLE.

SOME STATES, PROVINCES, JURISDICTIONS OR COUNTRIES DO NOT ALLOW THE EXCLUSION OR LIMITATION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE LIMITATION OR EXCLUSION MAY NOT APPLY TO YOU.

How long does this limited hardware warranty last?

This limited hardware warranty lasts for the time period indicated on your packing slip, invoice or receipt except for the following Dell-branded hardware:

- All variants of serial ATA (SATA) hard drives carry the length of the limited hardware warranty coverage for the Dell system with which the serial ATA hard drive is shipped. Serial ATA hard drives are not eligible for purchase of extended warranty coverage beyond a total of 5 years of coverage from the original shipment date. Additionally, some Oracle and storage devices use a silicon technology that has a maximum number of physical bytes that can be written to the device during its lifetime. The applicable limited hardware warranty covers failures due to defects in workmanship and/or materials, but does not cover wear and tear to the device reaching its maximum rated life. Serial ATA is a registered trademark of Future-IO.

- As per end of software, portable configuration, batteries carry a base warranty regardless of the length of the system warranty. In addition, for some products, a customer has the option of purchasing a battery that comes with a 3 year limited hardware warranty.

- The warranty for a print head that is included as original equipment in the Dell Mobile printer is for parts only and is effective for a period of 1 year after the date of purchase or 1000 pages of printer usage, whichever occurs first. Your Series 5, 6 or 7 PowerEdge™ RAID Controller (PERC) memory battery may provide up to 72 hours of controller cache memory backup power when new. Under the 1 year limited hardware warranty, we warrant that the battery will provide at least 24 hours of backup coverage during the 1 year limited hardware warranty period.

- Your Series 5 PERC controller battery comes with a 3 year limited hardware warranty, which cannot be extended beyond 3 years.

- Your projector lamp carries a 1 year limited hardware warranty.

- Dell-certified and Dell-branded memory purchased separately from a Dell system (Dell-certified memory) carries a lifetime limited hardware warranty.

- The limited hardware warranty for monitors purchased independent of a system lasts for the time period indicated on your packing slip, invoice, receipt or other sales documentation. Monitors purchased with a system are covered by the system limited hardware warranty.

- The limited hardware warranty for a Uni-external hard disk drive purchased simultaneously with a system lasts for the longer of (a) 2 years; or (b) the duration of the system limited hardware warranty.

- PDAs, cameras and remote (lntel controls) carry a 1 year limited hardware warranty.

- Other add-on hardware carries longer hardware warranty of either a 1 year limited hardware warranty for new parts and a 90 day limited hardware warranty for reconditioned parts or, for both new and reconditioned parts, the remainder of the warranty for the Dell product on which such parts are installed.

- Serial ATA (SATA) hard drives in PowerEdge and PowerVault systems carry a 1 year limited hardware warranty, independent of system warranty.

- Service offerings, such as Dell ProSupport®, may be available to provide longer service periods for the SATa hard drive for an additional fee.

- Select PowerConnect™ products carry a limited hardware warranty for basic hardware service (repair or replacement) for as long as you own the product. Repair or replacement does not include configuration or other advanced service and support provided by Dell ProSupport Services. The PowerConnect products governed by the lifetime limited hardware warranty are: the PowerConnect 6200 series, the PowerConnect 1500 series, the PowerConnect 5500 series, the PowerConnect 6200 series, the PowerConnect 7000 series, the PowerConnect 8000 series and the PowerConnect 8500 series. The warranty does not apply to products purchased before first announcement in Spring 2011. Dates vary by region. Contact customer service to verify if your product qualifies. See www.dell.com/technote for more details.

- Select PowerConnect™ products carry an Extended Limited Hardware Warranty for Basic Hardware Service, which extends until 5 years after end of product model sales, subject to the specific clarifications and limitations listed below. The Extended Limited Hardware Warranty does not include configuration or other advanced service provided by Dell ProSupport. The Extended Limited Hardware Warranty is not transferrable.

- Classification and limitations pertaining to products with Extended Limited Hardware Warranty:

  - B-Series FC/UCSLs - Internal power supply and fans are covered, however warranty excludes removable optics and LEDs.

  - J-Series EX4400 - Warranty does not include optics and limited fan and power supply to 5 years from date of purchase.

  - W-Series Access Points: W-AP30/93, W-AP30/P1, W-AP40/45, W-AP50/55, W-AP50/55, W-AP50/125, W-AP50/125, W-AP50/125 - Warranty limits any power supply, antenna or accessory to 5 years from date of purchase.

- Enterprise value, road intensive and slim SATA solid-state drives (SSDs) are not eligible for purchase of extended warranty coverage beyond 3 years.

- Dell power distribution units (PDUs) and keyboard/monitor/mouse complexes (KMMs) purchased independent of a system carry a 3-year limited hardware warranty. Dell PDUs and KMMs purchased with a system are covered by the greater of 3 years or the term of the system limited hardware warranty.

- All variants of PowerEdge Express Flash PCIe Express (PCIe) SSD devices carry the length of the limited hardware warranty coverage for the Dell system with which the PowerEdge Express Flash PCIe SSD device is shipped. PowerEdge Express Flash PCIe SSD devices are not eligible for purchase of extended warranty coverage beyond a total of 5 years of coverage from the original shipment date. Additionally, PowerEdge Express Flash PCIe SSD devices use a silicon technology that has a maximum number of physical bytes that can be written to the device during its lifetime. The applicable limited hardware warranty covers failures due to defects in workmanship and/or materials, but does not cover wear and tear to the device reaching its maximum rated life.

- All variants of the Intel® X580 SSD series drives carry the length of the limited hardware warranty coverage for the Dell system with which they are shipped. Intel® X580 SSD drives are not eligible for purchase of extended warranty coverage beyond a total of 5 years of coverage from the original shipment date. Intel® X580 SSD drives use a RAID drive technology that has a maximum total bytes of data that may be written to the drives before the drives wear out and become unresponsive. The maximum total bytes of written data varies by capacity and workloads of the drives (see the device data sheet). The applicable limited hardware warranty covers failures due to defects in workmanship and/or materials, but does not cover issues related to the drive surpassing its maximum total bytes of written data. In order to ensure the full lifetime expectancy of the drives, customers are advising to use them only in read-intensive applications.

8/7/2014
- All variants of flash devices, including solid state drives, included in Dell Compellent systems, carry the length of the limited hardware warranty coverage for the Dell Compellent system with which the flash device is shipped. However, because flash devices use a silicon technology that has a maximum number of bytes that can be written to the device (the "Rated Life"), the applicable limited hardware warranty covers failures due to defects in workmanship and/or materials, but does not cover problems related to the device reaching its maximum Rated Life. Should a device reach its maximum rated life, it will no longer be eligible for replacement under this warranty, regardless of the length of the warranty for the Dell Compellent system in which it was shipped.

- All variants of the Samsung SM843T and Micron P400m SSD series drives carry the length of the limited hardware warranty coverage for the Dell system with which they are shipped. Samsung SM843T and Micron P400m SSD series drives are not eligible for purchase of extended warranty coverage beyond a total of 3 years of coverage from the original shipment date. Samsung SM843T and Micron P400m SSD series drives use a NAND flash technology that has a maximum total bytes of data that may be written to the drives before the drives wear out and become unresponsive. The maximum total bytes of written data varies by capacity and workloads of the drives (see the device data sheets). The applicable limited hardware warranty covers failures due to defects in workmanship and materials, but does not cover issues related to the drive surpassing its maximum total bytes of written data. In order to ensure the full lifespan expectancy of the drives, customers are advised to use them only in applications suggested on their respective data sheets.

The limited hardware warranty on all Dell-branded products purchased directly from Dell begins on the date of the packing slip, invoice, receipt or other sales documentation. For products purchased from third party retailers or resellers, the limited hardware warranty begins on the date of your original sales receipt. The warranty period is not extended if we repair or replace a warranted product or any parts. Dell may change the availability of limited hardware warranties, at its discretion, but any changes will not be retroactive.

**What do I do if I need warranty service?**

Before the warranty expires, please contact us or our authorized representatives according to the following table. Long distance telephone carrier charges may apply. Please also have your Dell Service Tag or order number available.

If you purchased through a retailer (not directly from Dell), you may be required to provide Dell with your original sales receipt from your purchase to receive any warranty service from Dell.

If you purchased through Best Buy, you must have all original sales receipts from your purchase to receive any warranty service at a Best Buy store. For Canada, if you purchased through Future Shop, you must have all original sales receipts from your purchase to receive any warranty service at a Future Shop store.

<table>
<thead>
<tr>
<th>Contact</th>
<th>Phone (U.S. Only)</th>
<th>Service Desk (U.S. Only)</th>
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<tbody>
<tr>
<td>Individual Home Consumers:</td>
<td>U.S. Only</td>
<td></td>
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<tr>
<td>Hardware Warranty Support</td>
<td>1-800-624-9996</td>
<td></td>
</tr>
<tr>
<td>Customer Service</td>
<td>1-800-624-9997</td>
<td></td>
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<tr>
<td>Best Buy Customers</td>
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<td>Best Buy Customers</td>
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<tr>
<td>Wireless Service Provider</td>
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<tr>
<td>Our wireless service provider may also be able to provide hardware warranty service on your Dell smartphone or tablet.</td>
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</tbody>
</table>

Individual Home Consumers who purchased through an Employee Purchase Program:

| Hardware Warranty Support and Customer Service | 1-800-822-8165 | |
| Home and Home Office Customers: | |
| Hardware Warranty Support and Customer Service | 1-800-456-3355 | |
| Small, Medium, Large or Global Commercial Customers, Healthcare Customers and Value-Added Resellers (VARs): | |
| Support and Customer Service | 1-800-822-8165 | |
| Government and Education Customers: | |
| Support and Customer Service | 1-800-214-1990 | |
| Dell Certified Memory | 1-600-BUY-DELL | |
| Alienware™ | |
| Hardware Warranty Support and Customer Service | 1-800-ALIENWARE | |

<table>
<thead>
<tr>
<th>Contact</th>
<th>Phone (Canada Only)</th>
</tr>
</thead>
<tbody>
<tr>
<td>Individual Home Consumers. Home Office:</td>
<td>1-800-847-4096</td>
</tr>
</tbody>
</table>
Dell Limited Hardware Warranty

Prior to contacting Dell, please consult your Owner's Manual or http://support.dell.com for troubleshooting advice and directions on running hardware diagnostics.

Upon contacting Dell Technical Support, you will be required to engage in a remote diagnosis session with the technical support agent to help determine the cause of your issue. Remote diagnosis may involve customer access to the inside of the product and multiple or extended sessions. If the Dell Technical Support agent determines that your issue is the result of a defect in materials or workmanship but the issue is not able to be resolved remotely, Dell, at its sole discretion, may dispatch a replacement part to you, arrange for you to send your product or defective part back to Dell's repair depot or replace the part or product with a comparable part or product that may be new or refurbished. If the Dell Limited Hardware Warranty for your product includes in-home warranty service, then Dell may also elect to dispatch a service technician to your location to perform the repair or replacement (see Important Information about In-Home Warranty Service After Remote Diagnosis below).

If we determine that the problem is not covered under this limited hardware warranty, we may be able to offer you service alternatives on a fee basis. We use new and refurbished parts made by various manufacturers in performing warranty repairs and in replacing parts and products. Replacement parts and products are covered for the remaining period of the limited hardware warranty for the product you purchased. Dell owns all parts and products that have been returned to Dell, some of which were never used by a customer. All parts and products are inspected and tested for quality. Replacement parts and products are covered for the remaining period of the limited hardware warranty for the product you purchased. Dell owns all parts removed from repaired products and, in most instances, you will be required to return defective parts to Dell.

Dell may use authorized representatives to provide any of the technical support or repair services under this limited hardware warranty.

Important Information about returning products to Dell for repair or replacement:

For Mail-in Warranty Service (shipping included): Upon a determination by a Dell Technical Support agent that your product should be returned to Dell for repair or replacement, packaging, shipping instructions and a prepaid shipping label will be sent to you. Upon receipt of the shipping supplies, you must package the product in the material requested and call the carrier designated on your shipping instructions to arrange a pickup. As long as you follow our shipping instructions, we will pay standard shipping charges for shipping the product in for repair and for shipping it back to you if you use an address in the United States (excluding Puerto Rico and U.S. possessions and territories) or in Canada (in respect of systems registered in Canada). Otherwise, we will ship the product to your freight collect.

If your warranty does not include Mail-in Warranty Service (shipping included), then we will issue a Return Material Authorization Number that you must include with your return. You must return the products to us in their original or equivalent packaging, prepay shipping charges and arrange the shipping or accept the risk if the product is lost or damaged in shipment. We will return the repaired or replacement products to you. We will pay to ship the repaired or replaced products to you if you use an address in the United States (excluding Puerto Rico and U.S. possessions and territories) or in Canada (in respect of systems registered in Canada). Otherwise, we will ship the product to your freight collect.

When you notify us regarding certain products, such as smartphones or tablet products, we may offer to ship you a replacement product prior to receiving your original product back. In such instances, we may require a valid credit card number at the time you request a replacement product. We will not charge or invoice you for the replacement product as long as you return the original product to us within 10 days of your receipt of the replacement product and we confirm that your product issue is covered under this limited hardware warranty. If we do not receive your original product within 10 days, we will charge your credit card or invoice you for the then-current standard price for the product. Upon receipt of your original product, we determine that your product issue is not covered under this limited hardware warranty, you will be given the opportunity to return the replacement unit, at your sole expense, within 10 days from the date we contact you regarding the lack of coverage for your issue or we will charge to your credit card or invoice you the then-current standard price for the product. In addition, if you fail to pay Dell the amounts due in connection with such an invoice, Dell may suspend your limited hardware warranty support until the invoice amount is paid. A suspension of your limited hardware warranty for failure to properly return a product or to pay an invoice will not toll the term of your limited hardware warranty and the limited hardware warranty will still expire in accordance with its original term.

NOTE: Before you ship the product(s) to us, make sure to back up the data on the hard drive(s) and any other storage device(s) in the product(s). You are responsible for removing any confidential, proprietary or personal information and removable media such as SIM cards, floppy disks, DVDs/CDs or PC Cards regardless of whether a technician is also providing in-home or on-site assistance. We are not responsible for any of your confidential, proprietary or personal information, lost or corrupted data, data or voice charges incurred as a result of failing to remove all SIM cards, or damaged or lost removable media. When returning parts to Dell, please only include the product components requested by the phone technician.

Important Information about part exchanges by Dell:

For some issues, Dell may ship you a new or refurbished part for you to replace a defective part, if we agree that the defective part needs to be replaced. You must return the defective part to Dell. When you contact us, we may offer to ship you a replacement part prior to receiving your original part back. In such instances, we may require a valid credit card number at the time you request a replacement part. We will not charge or invoice you for the replacement part as long as you return the original part to us within 10 days of your receipt of the replacement part. Failure to return the defective part to Dell in accordance with the written instructions provided with the replacement part may result in the suspension of your limited hardware warranty support or a charge to your credit card or invoice in the amount of the then-current standard Dell price for that part. A suspension of your limited hardware warranty for failure to properly return a part will not toll the term of your limited hardware warranty and the limited hardware warranty will still expire in accordance with its original term.

We will ship the part to you if you use an address in the United States (excluding Puerto Rico and U.S. possessions and territories) or in Canada (in respect of systems registered in Canada). Otherwise, we will ship the product freight collect. We will also include a prepaid shipping container with each replacement part for your use in returning the replaced part to us.

NOTE: Before you replace parts, make sure to back up the data on the hard drive(s) and any other storage device(s) in the product(s). You are responsible for removing any confidential, proprietary or personal information and removable media such as SIM cards, floppy disks, DVDs/CDs or PC Cards regardless of whether a technician is also providing in-home or on-site assistance. We are not responsible for any of your confidential, proprietary or personal information, lost or corrupted data, data or voice charges incurred as a result of failing to remove all SIM cards, or damaged or lost removable media. When returning parts to Dell, please only include the product components requested by the phone technician.

Important Information about In-Home Warranty Service After Remote Diagnosis:

If the Dell Limited Hardware Warranty for your product includes in-home warranty service, then if Dell determines that your issue is covered under this limited hardware warranty and the technician cannot correct your problem over the phone or, if applicable, by dispatching a part or replacement part to
you, Dell may dispatch a service technician to your location within the United States (including Puerto Rico, but excluding the other U.S. possessions and territories) or in Canada (in respect of systems registered in Canada). Please tell the technician the full address of your system's location. Both the performance of service and service response times depend upon the time of day your call is received by Dell, the service alternative you purchased, parts availability, geographical restrictions, weather conditions and the terms of this limited hardware warranty. As a result, Dell may be unable to provide service during certain hours, and service response times may vary. You must grant the service technician full access to the system and (at no cost to Dell) have working space, an incoming telephone line. If these requirements are lacking, Dell is not obligated to provide service. In addition, Dell is not obligated to provide service if you fail to provide an environment that is conducive to computer repair, including for example, if you insist on service to be provided at varying locations, if you fail to properly restrict a pet, if you threaten our technician either verbally or physically, or if your location or the general area where the system is located is dangerous, infested with insects, rodents, pets, biohazards, human or animal excrement and/or chemicals as reasonably determined to be unsafe by our technician. If you or your authorized representative is not at the location when the service technician arrives, the service technician will not be able to service your system and you may be charged an additional amount for a follow-up service call.

If the telephone technician determines that your system needs a replacement part, you authorize the onsite technician to act as your service agent to handle the delivery and return of the warranty parts necessary to render on-site service. You may incur a charge if you fail to allow the on-site technician to return nonworking/unused/unpaid warranty parts to Dell.

What if I purchased a service contract?

If your service contract is with Dell, service will be provided to you under the terms of the service agreement. Please refer to that contract for details on how to obtain service.

If you purchased through us, a service contract with a third-party service provider, please refer to that contract for details on how to obtain service.

See www.dell.com/servicecontracts for more details.

May I transfer the limited hardware warranty?

Limited hardware warranties on systems may be transferred if the current owner transfers ownership of the system and records the transfer with Dell. The limited hardware warranty on Dell-certified memory may not be transferred. For U.S. customers, you may record your transfer by going to Dell’s Limited Warranty Transfer Website:

Customer Type: U.S. Ownership Transfer Website:

Home and Home Office: http://support.dell.com/support/topic/global.aspx/support/change_order/tag_transfer?c=us&cs=191il=en&m=sts=dkk-c=km
Large Enterprise: http://support.dell.com/support/topic/global.aspx/support/change_order/tag_transfer?c=us&cs=5551il=en&ts=306-c=km
State and Local: http://support.dell.com/support/topic/global.aspx/support/change_order/tag_transfer?c=us&cs=3061il=en&ts=306-c=km

For Canadian customers, you may record your transfer by going to Dell’s Canadian website:

http://www.dell.com/support/retail/can/en/cd1/support/transfer/identifySystem?-ck=km

If you do not have internet access, call your customer care representative or call 1-800-624-9897.

All requests to transfer ownership are at Dell’s sole discretion. All such transfers will be subject to the terms and conditions of the original service or limited hardware warranty agreement and Dell’s applicable terms and conditions of sale located at www.dell.com/terms (for U.S. customers), www.dell.ca/terms (for Canadian customers -- English) or www.dell.ca/conditions (for Canadian customers -- French). Dell cannot guarantee the authenticity of the products, limited warranties, service or support, or the accuracy of the listings of products you purchase from a third party.

Dell Printer Consumables Limited Warranties

The following sections describe the limited warranty for Dell-branded and NextLife™ ink by Dell printer consumables (ink cartridges, photo print packs and photo paper) for the U.S., Canada and Latin America. Refer to the appropriate limited warranty accordingly.

Consumables Limited Warranty (U.S. and Canada Only)

Dell Ink

Dell warrants to the original purchaser of genuine Dell-branded ink cartridges that they will be free from defects in material and workmanship for two years beginning on the date of invoice. Dell warrants to the original purchaser of NextLife ink cartridges that they will be free from defects in material and workmanship for one year beginning on the date of invoice.

Toner

Dell warrants to the original purchaser of genuine Dell-branded toner cartridges that they will be free from defects in material and workmanship for the life of the cartridge under normal use and storage conditions. Lifetime toner warranty applies to the original toner only and does not apply to refilled or remanufactured toner cartridges.

Dell Paper

Dell warrants to the original purchaser of genuine Dell Premium Photo Paper and photo print packs that they will be free from defects in material and workmanship for 10 years beginning on the date of invoice.

If any of these products prove defective in either material or workmanship, they will be replaced without charge during the limited warranty period if returned to Dell. You must first call our toll-free number to get your return authorization. In the U.S.,叫-call 1-800-822-8965; in Canada, call 1-800-387-5757. If we are not able to replace the product because it has been discontinued or is not available, we will either replace it with a comparable product or reimburse

you for the cartridge purchase cost, at Dell's sole option. This limited warranty does not apply to product damage resulting from misuse, abuse, accident, cartridge refilling or remanufacturing by customer, neglect, mishandling or incorrect environments.

Limited Hardware Warranty for Dell-branded tape media

Dell warrants to you, the end-user customer, that this product will be free of defects in material and workmanship for the lifetime of the product, if it is properly used and maintained. If this product proves defective in either material or workmanship, Dell, at its option, will (a) repair the product, (b) replace the product or (c) refund the purchase price of the product, provided that the product has been returned to Dell with proof of purchase, such as a purchase order, invoice or sales receipt. You must first contact your local Dell support representative for your authorization option. To contact your local support representative, please visit us.dell.com, choose your country using the drop-down menu located at the top of the page and then click on services and support. This limited lifetime warranty does not apply to failure of the product resulting from misuse, abuse, accident, neglect or mishandling, improperly adjusted or maintained drives, incorrect environments or wear from ordinary use.

This limited lifetime warranty gives you specific legal rights and you may also have other rights, which vary from State to State, Province to Province, jurisdiction to jurisdiction or country to country. Dell's responsibility for malfunctions and defects in hardware is limited to replacement as set forth in this limited lifetime warranty statement. Except for the express warranties contained in this warranty statement, Dell disclaims all other warranties and conditions, express or implied, statutory or otherwise, for the product, including but not limited to any implied warranties and conditions of merchantability, merchantable quality, fitness for a particular purpose, performance, suitability or non-infringement. Any implied warranties and conditions that may be imposed by law and that are not permitted to be disclaimed by law are limited in duration to the limited warranty period. Some States, Provinces, Jurisdictions or Countries do not allow the exclusion of certain implied warranties or conditions, or limitations on how long an implied warranty or condition lasts, so this limitation may not apply to you. This limited lifetime warranty coverage terminates if you sell or otherwise transfer this product to another party.

Dell does not accept liability beyond the remedies provided for in this limited lifetime warranty and we do not accept liability for special, indirect, consequential or incidental damages, for third-party claims against you for damages, for products not being available for use, or for lost data or lost software. Dell's liability will be no more than the amount you paid for the product that is the subject of a claim. This is the maximum amount for which Dell is responsible.

Some States, Provinces, Jurisdictions or Countries do not allow the exclusion of liability for special, indirect, incidental or consequential damages, so the above limitation or exclusion may not apply to you.

Rev. 12/2013
Dell Compellent Storage Center Standard Limited Warranty Coverage

This document defines the limited warranty coverage provided by Compellent and/or its designees.

DEFINITIONS

1. Certified operational replacement parts means tested and meet Compellent requirements.
2. Coverage Period means those Compellent designated hours pursuant to the defined Warranty Program.
3. Defective parts means Equipment or device, determined either by manual diagnosis or by an authorized service provider or by system self-diagnostics to not be functioning as designed.
4. Equipment means the items manufactured, sold or licensed by Compellent and owned or licensed by the Customer including, if applicable, any software or firmware associated with such Equipment.
6. Technical Assistance means telephone support via Compellent call center.
7. Version means a specific level of software code, either installed or available.
8. Warranty Period means a specific length of time that commences at ship date and remains valid for the specified time unless otherwise noted.

LIMITED HARDWARE WARRANTY

The standard Compellent Hardware Warranty Period is five (5) years from the ship date. The limited hardware warranty covers a replacement part ordering process to be fulfilled by the end of next business day, Monday through Friday, 8AM to 5PM, Central Time, excluding holidays. Once Defective parts are confirmed, Certified operational replacement parts will be shipped, no later than the end of next business day after receipt of request, via ground service. RMA and return shipping instructions will be provided with the warranty replacement part. Labor for troubleshooting, removal, and installation is not covered under this limited hardware warranty.

All variants of flash devices, including solid-state drives, included in Dell Compellent systems, carry the length of the limited hardware warranty coverage for the Dell Compellent system with which the flash device is shipped. However, because flash devices use a silicon technology that has a maximum number of bytes that can be written to the device (the "Rated Life"), the applicable limited hardware warranty covers failures due to defects in workmanship and/or materials, but does not cover problems related to the device reaching its maximum Rated Life. Should a device reach its maximum rated life, it will no longer be eligible for replacement under this warranty, regardless of the length of the warranty for the Dell Compellent system in which it was shipped.

LIMITED SOFTWARE WARRANTY

Compellent software Warranty Period is ninety (90) days from the ship date. During the Warranty Period, Customers will receive Minor software releases and Bug fixes. Technical Assistance will be provided on a best effort basis, Monday through Friday - 8AM to 5PM Central Time, excluding holidays. (i.e. Coverage Period) for all software covered within the software Warranty Period. Technical Assistance provided outside the defined Coverage Period will be billed at then-current Compellent Time and Material rates.

HARDWARE LIMITATIONS

As part of Competent's Warranty and Competent's Copilot Support terms and conditions, Competent is released from its Support and Warranty obligations under the following conditions:

- Products, components, or parts not provided by Competent;
- Defects in Competent's product caused by failure to provide a suitable installation environment for the product; i.e., equipment must be properly installed, maintained, powered, and adequately protected by a surge suppressor;
- Defects caused by use of the Equipment for purposes other than those for which it was designed;
- Defects caused by Acts of God, and/or events considered 'force majeure' such as fire, flood, smoke, wind, and lightning, etc.
- Defects caused by unauthorized attachments or modifications;
- Defects during shipment; or
- Abuse or misuse by Customer or any third party.
Dell EqualLogic Warranty and Support Information

Limited Warranty

This Limited Warranty is made as of the date of shipment of the Products to the Customer (the "Effective Date") by and between Dell Inc., its subsidiaries and affiliates, with offices at 300 Innovative Way, Suite 301, Nashua, NH 03062 ("collectively "the Company"), and the Customer (as defined below).

1. Definitions.

In addition to the terms defined elsewhere in this Agreement, the following terms wherever used in this Agreement shall have the following meanings:

"Customer" means the end user of the Products.

"Hardware" means the Dell EqualLogic PS Series branded array hardware along with any end user manuals supplied by the Company.

"Maintenance Releases" means any updates, upgrades, revision, patch, bug fix or an improved, upgraded or enhanced version of the Products released by the Company to which Customer is rightfully entitled by way of a valid maintenance agreement, warranty, or other Company offering.

Third Party Products are excluded and subject to their own terms and conditions. "Object Code" means computer programs assembled, compiled, or converted to magnetic or electronic binary form on software or hardware media, which are readable and usable by computer equipment, but not generally readable by human or electronic assembly, reverse compiling, reverse conversion, reverse engineering and/or any other disassembly or decompilation.

"Products" means, collectively, the Hardware and Software which may be supplied to Customer. "Software" means all components of the Company's storage management software and related documentation made generally available by the Company from time to time not accompanied by its own license agreement.

The term "Software" shall include any and all software, data, firmware, and microcode running on Hardware or any third party system, including all Maintenance Releases supplied in accordance with this Agreement. The Software shall be provided in Object Code form only. No source code will be provided.

"Third Party Products" means any hardware or software licensed or distributed by the Company to Customer that is not owned by the Company.

EXCEPT AS EXPRESSLY SET FORTH IN THIS LIMITED WARRANTY, THE COMPANY MAKES NO OTHER WARRANTIES OR CONDITIONS, EXPRESSED OR IMPLIED, INCLUDING ANY IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, TITLE AND NON-INFRINGEMENT. THE COMPANY EXPRESSLY DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED. ANY IMPLIED WARRANTIES THAT MAY BE IMPLIED BY LAW ARE LIMITED IN DURATION TO THE LIMITED WARRANTY PERIOD. SOME STATES OR COUNTRIES DO NOT ALLOW A LIMITATION ON HOW LONG AN IMPLIED WARRANTY LASTS OR THE EXCLUSION OR LIMITATION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES FOR CONSUMER PRODUCTS. IN SUCH STATES OR COUNTRIES, SOME EXCLUSIONS OR LIMITATIONS OF THIS LIMITED WARRANTY MAY NOT APPLY TO YOU.

This Limited Warranty applies only to Products sold by the Company or their authorized resellers. This Limited Warranty is void if the Product is transferred to anyone other than the end user of record as shown in the Company's sales records.

The Company warrants that the Products that you have purchased from the Company, or their authorized resellers, are free from defects in materials or workmanship under normal use during the Limited Warranty Period. The Limited Warranty Period starts on the date of shipment from the Company or its authorized resellers to you. Products must be registered by the Company to receive warranty service. You are entitled to warranty service according to the terms and conditions of this document if a repair to your Product is required within the Limited Warranty period. This Limited Warranty extends to the original end user purchaser and is not transferrable. This Limited Warranty is applicable in all countries and will be honored in any country where the Company or their authorized service providers offer warranty service, subject to the terms and conditions set forth in this Limited Warranty. Warranty service availability and response times may vary from country to country and may also be subject to registration requirements in the country of purchase.

Replacement parts may be new or refurbished equipment. Replacement parts are warranted to be free from defects in material or workmanship for thirty (30) days or for the remainder of the Limited Warranty Period of the Product in which they are installed, whichever is longer.

During the Limited Warranty Period, the Company will repair or replace any defective component. This is your exclusive remedy for defective products. The Company reserves the right to elect, at its sole discretion, to give you a refund of your purchase price instead of a replacement. All component parts or Products removed under the Limited Warranty become the property of the Company. The Limited Warranty does not apply to expendable parts and does not extend to any Product from which the serial number has been removed or that has been damaged or rendered defective (a) as a result of accident, misuse, improper installation, abuse or other external causes, including but not limited to fire, earthquake, flood, natural or unnatural disaster, exposure to chemicals (or levels of chemicals) not ordinarily found in a computer operating environment, or act of God; (b) by operation outside the usage parameters (including, but not limited to, temperature maximums) stated in the user documentation that shipped with the Product; or (c) by use of parts not manufactured or sold by the Company; or (d) by modification or service by anyone other than [(i) the Company, (ii) a Company authorized service provider, or (iii) your own installation of end user replaceable Company parts].

Although the Company is not under any obligation to provide warranty service for Product damaged in any of the ways mentioned herein, the Company may, in its sole discretion, agree to provide additional service for such Products if, after inspection by an authorized Company representative, the Company determines that the Product is still in acceptable operating condition.

These terms and conditions constitute the complete and exclusive warranty agreement between you and the Company regarding the Product you have purchased. These terms and conditions supersede any prior agreements or representations, including representations made in Company sales literature or advice given to you by the Company or an agent or employee of the Company that may have been made in conjunction with your purchase of the Product. No change to the conditions of this Limited Warranty is valid unless it is made in writing and signed by an authorized representative of the Company.

The above warranties do not apply to defects resulting from improper or inadequate maintenance by the Customer; unauthorized modification; improper use; operation outside of specifications or supported configurations for the Product; abuse, negligence, accident, loss or damage in transit; improper site preparation; or unauthorized maintenance or repair. The Company does not warrant that the operation of this Product will be uninterrupted or error-free. The Company is not responsible for damage that occurs as a result of your failure to follow the instructions supplied with the Product, including, but not limited to, those instructions relating to safety measures to be observed when installing and/or performing maintenance on the Product.

You should make periodic backup copies of the data stored on your Product on the storage medium of your choosing as a precaution against possible failures, alterations, or loss of data. Before returning any unit for service, be sure to back up your data and remove any confidential or proprietary information. The Company is not responsible for the preservation of any confidential or proprietary information contained in any Product, nor is the Company responsible for the restoration or reinstallation of any programs or data other than software installed by Dell or EqualLogic when the Product is manufactured.

Dell KACE Limited Hardware Warranty and Support Information

Dell warrants that all Dell KACE or KACE-branded hardware products delivered by or on behalf of Dell to a licensed end user ("KACE Hardware") will be free from defects in materials and workmanship for a period of 3 years from the date of shipment to the end user.

This limited hardware warranty does not cover:

- Software, including the operating system, KBOX Agent software, and software added to the KACE Hardware products through our factory-integration system, third-party software, or the reloading of software.
- Problems that result from: External causes such as accident, abuse, misuse, or problems with electrical power servicing not authorized by Dell; Usage that is not in accordance with product instructions; Failure to follow the product instructions or failure to perform preventive maintenance; Problems caused by using accessories, parts, or components not supplied by Dell; Problems with missing or altered Service Tags or serial numbers; Products for which Dell has not received payment; or normal wear and tear.
- Alterations to the original factory configured KBOX hardware and software are not supported and may void the product warranty. Such modifications include but are not necessarily limited to, modification of power supplies, memory, network interface cards, hard drives or BIOS. Dell may require that the original configuration be restored prior to providing technical support.

Dell’s responsibility for defects in materials or workmanship is limited to repair or replacement of the product as set forth in this warranty statement. Except for the limited warranty expressly stated above for KACE Hardware, Dell makes no warranties, expressed or implied, including but not limited to any warranty of merchantability, fitness for a particular purpose, performance, suitability, or non-infringement. Dell expressly disclaims all warranties not stated in this limited warranty. Any implied warranties that may be imposed by law are limited in duration to the limited warranty period. Some states do not allow the exclusion of certain implied warranties or the limitations on how long an implied warranty lasts, so this limitation may not apply to you.

We do not accept liability beyond the remedies provided for in this limited hardware warranty or for incidental or consequential damages, including, without limitation, any liability for third-party claims against you for damages, for products not being available for use, or for lost data or lost software. Our liability will be no more than the amount you paid for the product that is the subject of a claim. This is the maximum amount for which we are responsible.

Some states do not allow the exclusion or limitation of incidental or consequential damages, so the above limitation or exclusion may not apply to you.

What do I do if I need warranty service?

Before the warranty expires, please contact us or our authorized representatives via our website: www.kace.com/support. Please also have your Dell Service Tag or order number available.

What will Dell do?

During the limited hardware warranty period, Dell or its authorized representative will repair any KACE Hardware products that prove to be defective in materials or workmanship. If Dell or its authorized representative is not able to repair the product, we will replace it with a comparable product that is new or refurbished.

If we determine that the problem is not covered under this warranty, we will notify you and inform you of service alternatives that are available to you on a fee basis.

NOTE: YOU SHOULD MAKE PERIODIC BACKUP COPIES OF THE DATA STORED ON YOUR PRODUCT ON THE STORAGE MEDIA OF YOUR CHOOSING AS A PRECAUTION AGAINST POSSIBLE FAILURES, ALTERATIONS, OR LOSS OF DATA. BEFORE RETURNING ANY PRODUCT FOR SERVICE, BE SURE TO BACK UP DATA AND REMOVE ANY CONFIDENTIAL, PROPRIETARY, OR PERSONAL DATA. DELL IS NOT RESPONSIBLE FOR THE PRESERVATION OF ANY DATA OR THE PROTECTION OF ANY CONFIDENTIAL OR PROPRIETARY INFORMATION CONTAINED IN ANY PRODUCT. NO DELL REPRESENTATIVE IS AUTHORIZED TO MAKE ANY OTHER WARRANTIES ON BEHALF OF DELL.

How will you fix my product?

We use new and refurbished parts made by various manufacturers in performing warranty repairs and in building replacement parts and systems. Refurbished parts and systems are parts or systems that have been returned to Dell, some of which were never used by a customer. All parts and systems are inspected and tested for quality. Replacement parts and systems are covered for the remaining period of the limited hardware warranty for the product you bought.

Dell owns all parts removed from repaired products.

May I transfer the limited hardware warranty?

No. Limited hardware warranties on KACE Hardware are not transferrable.

Support and Training

KACE Appliance Installation Support. First time purchasers of KACE Hardware are required to purchase a KACE JumpStart Program at the time of purchase of their initial KACE Hardware. In connection with the KACE JumpStart Program, KACE or a KACE authorized third party will deliver online training to assist you in the installation and basic configuration of the KACE Hardware. This training will also include exercises that enable deployment of KACE Agent Software on up to 150 managed machines as well as instructions on how to successfully deploy KACE Agent Software on the remaining managed machines (if any). The KACE JumpStart Program consists of a fixed number of two hour sessions depending on the specific model and modules purchased.

Standard Appliance JumpStart 2 sessions Standard Bundle JumpStart 4 sessions Enterprise Appliance JumpStart 6 sessions Enterprise Bundle JumpStart 12 sessions

These sessions must be completed within 60 days of the initial KACE Hardware shipment. Sessions not completed within that time period can be purchased separately at the then current price levels. Dell KACE Support Services. In order for the KACE products to remain fully updated and current with all patches, you must purchase ongoing Software support services. First time purchasers of KACE Hardware or Software are required to purchase support services covering their first year of use at the time of purchase of their initial KACE Hardware or Software. Thereafter, you must elect to continue to purchase annual support services in order to continue to receive support covering the Software, whether delivered together with the KACE Hardware or separately. A description of the technical support services is available at www.kace.com/support. For so long as you maintain a continuous and up-to-date support services contract, you will also be entitled to software patches, upgrades and updates as described in the Dell KACE Software End User License Agreement available at: www.dell.com/softwarelicen...
Dell Force10 Limited Hardware Warranty

Warranty and Disclaimers:

1. **Limited Hardware Warranty** for E-Series, C-Series, S-2410, S-4810, and 2960P Products, Force10 Networks, Inc. ("Force10") warrants to the original end user customer ("Customer") of the Dell Force10 branded products listed above for a period of one (1) year commencing from the date of original shipment by Force10, that the hardware portion of the product(s) listed above ("Hardware") purchased from Force10 or its authorized resellers, shall be free of defects in material and workmanship under normal use and will perform substantially in accordance with Force10's published specifications provided to Customer with the Hardware that are applicable to the product release purchased. If the Hardware fails to comply with the foregoing warranty during the applicable warranty period, (a) Force10, at its sole discretion, shall repair or replace the Hardware that is determined to be defective, provide a workaround for the non-conforming Hardware, or if replacement or repair is impractical, refund the fees paid by Customer for such non-conforming Hardware, (solely pursuant to the Hardware Return Material Authorization process described below). The warranted Hardware may include new, refurbished or remanufactured components which are warranted the equivalent of new.

2. **Limited Software Warranty**. Force10 warrants to Customer for a period of ninety (90) days commencing from the date of original shipment by Force10, that the software portion of the product(s) (the "Software" as described below) purchased from Force10 or its authorized resellers, will perform substantially in accordance with the Force10's published specifications provided to Customer with the Software for the product purchased. If the Software fails to comply with the foregoing warranty during the applicable warranty period, Force10, at its sole discretion, shall repair or replace the Software that is determined to be defective, provide a workaround for the non-conforming Software, or if replacement or repair is impractical, refund the fees paid by Customer for such non-conforming Software. If the Customer purchases media, Force10 warranties for sixty (60) days commencing from the date of original shipment by Force10 that the media upon which the Software is furnished shall be substantially free of defects in material and workmanship under normal use. The sole and exclusive remedy of the Customer shall be replacement of software media. Force10 does not warrant or guarantee that the Software is free from errors or "bugs" or that the Customer will be able to operate the Software without interruption or problems or that the functions in the Software will operate in all combinations of hardware and software which may be selected by Customer or will meet Customer's requirements.

3. **Hardware Return Material Authorization**. Products shall be non-returnable except as provided in the "Limited Hardware Warranty" set forth above. Prior to any return by Customer of any product, Customer's claim under Force10's warranty must be promptly submitted to Force10's TAC in accordance with the procedures posted at www.force10networks.com/support. A Return Material Authorization (RMA) number must be assigned by a TAC engineer and communicated to the Customer via email or online notification. Customer must clearly mark the RMA number on the returned item's packaging label and return the products with the RMA form to Force10's designated repair facility, freight and insurance prepaid with a written statement describing the defect. Force10 may refuse any product not accompanied by an RMA and such refused shipments will be returned to Customer freight collect. Replacement products will be warranted for the remaining warranty period of the original product.

4. **Disclaimers**. The foregoing WARRANTIES DO NOT APPLY IF THE PRODUCT (i) HAS NOT BEEN INSTALLED, OPERATED, REPAIRED, OR MAINTAINED IN ACCORDANCE WITH FORCE10'S INSTRUCTIONS, (ii) HAS BEEN MALHANDLED, MISUSED, USED OR MAINTAINED OR STORED OTHER THAN IN CONFORMITY WITH FORCE10'S APPLICABLE PRODUCT PUBLISHED SPECIFICATIONS, (iii) HAS BEEN SUBJECTED TO ABNORMAL PHYSICAL OR ELECTRICAL STRESS, ENVIRONMENT, MISUSE, ACT OF GOD, OR ACCIDENT. ANY PRODUCT SOLD OR, IN THE CASE OF SOFTWARE, LICENSED, FOR Beta, EVALUATION, TESTING, OR DEMONSTRATION PURPOSES FOR WHICH FORCE10 DOES NOT RECEIVE A PAYMENT OF PURCHASE PRICE OR LICENSE FEE IS PROVIDED "AS IS" WITH NO WARRANTY AND SHALL ONLY BE USED FOR TESTING OR EVALUATION, AS AUTHORIZED BY FORCE10, AND NOT USED FOR PRODUCTION USE. THE WARRANTIES AND DISCLAIMERS ABOVE CONSTITUTE FORCE10 AND ITS AUTHORIZED RESELLERS, SUPPLIERS AND LICENSORS' SOLE AND EXCLUSIVE LIABILITY HEREUNDER AND CUSTOMERS' SOLE AND EXCLUSIVE REMEDY FOR DEFECTIVE OR NONCONFORMING PRODUCTS AND IS IN LIEU OF ALL OTHER WARRANTIES, EXPRESSED, IMPLIED OR STATUTORY, INCLUDING BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, SATISFACTORY QUALITY, TITLE, NONINFRINGEMENT, OR ARISING FROM COURSE OF PERFORMANCE, DEALING, USAGE OR TRADE. SUCH LIMITATIONS OR EXCLUSIONS MAY NOT APPLY TO CUSTOMER IN JURISDICTIONS THAT DO NOT ALLOW THE EXCLUSION OF IMPLIED WARRANTIES OR LIMITATIONS ON HOW LONG AN IMPLIED WARRANTY MAY LAST. IN NO EVENT SHALL FORCE10'S LIABILITY UNDER THIS WARRANTY EXCEED THE COST OF REPAIR OR REPLACEMENT OF SUCH DEFECTIVE ITEM. CUSTOMER ACKNOWLEDGES AND AGREES THAT THIRD PARTY SOURCES PROVIDE NO WARRANTIES AND SHALL HAVE NO LIABILITY WHATSOEVER IN RESPECT OF CUSTOMERS' POSSESSION AND/OR USE OF THIRD PARTY SOFTWARE. NOTWITHSTANDING ANYTHING CONTAINED HEREIN, IN NO EVENT WILL FORCE10, ITS SUPPLIERS, LICENSORS, DISTRIBUTORS, OR RESELLERS BE LIABLE FOR ANY CLAIMS WHERE THE COMBINATION OF PRODUCTS WITH OTHER SOFTWARE OR HARDWARE NOT PROVIDED BY FORCE10 WHERE THE COMBINATION CAUSES THE CLAIM OR NOT THE PRODUCT STANDING ALONE.

Related Articles:
- Dell Force10 Limited Lifetime Warranty
- Dell Limited Hardware Warranty
- Dell RACE Limited Hardware Warranty and Support Information

Dell Force10 Limited "Lifetime" Warranty

Warranty and Disclaimers.

1. **Limited Hardware Warranty for 3314, 3324, 5509, 5510, 5550, 6600, 6608, 2-Port 10G modules and external power supplies for the listed products ("Products").** Dell Force10 Networks, Inc. ("Force10") warrants to original end users of the Dell Force10 branded Products ("End Users") listed above only, for a period of five (5) years from the date of original shipment by Force10, that the hardware portion of the Products ("Hardware") purchased from Force10 or its authorized resellers will be free of defects in material and workmanship under normal use and will perform substantially in accordance with Force10's published specifications for the Product purchased. The Hardware Warranty Term for items external to the Product chassis, including without limitation, cables, optical connectors, LEDs, stacking modules, and power cords, equals one (1) year from original shipment by Force10. If the Hardware fails to comply with the foregoing applicable warranty during the applicable warranty period, (a) "Defect" Force10, at its sole discretion, will repair or replace the Hardware that is determined to be defective according to the Hardware Return Material Authorization process described below, provide a workaround for the non-conforming Hardware, or if replacement or repair is impractical as determined by Force10 in its sole discretion, refund the fees paid by End User for such non-conforming Hardware. Repaired or replacement Hardware may include used, refurbished or re-manufactured components which are warranted equivalent to new.

2. **Limited Software Warranty.** Force10 warrants to End User for a period of five (5) years commencing from the date of original shipment by Force10, that the software portion of the Products ("Software") purchased from Force10 or its authorized resellers on or after April 1, 2010, will perform substantially in accordance with Force10's published specifications for the Software purchased. If the Software fails to comply with the foregoing warranty during the warranty period, Force10, at its sole discretion, will repair or replace the Software that is determined to be defective, provide a workaround for the non-conforming Software, or if replacement or repair is impractical as determined by Force10 in its sole discretion, refund the fees paid by End User for such non-conforming Software. If the End User purchases media, Force10 warrants that the media upon which the Software is furnished will be materially free of defects in material and workmanship for sixty (60) days from the date of original shipment by Force10. The sole and exclusive remedy of the End User for such Defects will be replacement of the software media. Force10 does not warrant or guarantee that the Software is free from errors or "bugs" or that the End User will be able to operate the Software without interruption or problems or that the functions in the Software will operate in all combinations of hardware and software which may be selected by End User or will meet End User's requirements.

3. **Hardware Return Material Authorization.** Products will be non-returnable except as provided in the Limited Hardware or Software Warranty set forth above. Prior to any return by End User of any Product, End User's claim under Force10's warranty must be promptly submitted to Force10 TAC in accordance with the procedures posted at www.force10networks.com/support. A Return Material Authorization (RMA) number will be assigned by TAC and communicated to the End User via email or online notification. The End User must clearly mark the RMA number on the returned items packaging label and return the products with the RMA form to Force10's designated repair facility, freight and insurance prepaid with a written statement describing the Defect. Force10, at its sole discretion, shall repair or replace the defective unit within ten (10) business days of receipt of the defective Product. Force10 may refuse any product not accompanied by an RMA and such refused shipments will be returned to End User freight collect. Replacement products will be warranted for the remaining Hardware Warranty Term of the original product.

4. **Disclaimers.** The foregoing warranties do not apply if the Product (i) has not been installed, operated, repaired, or maintained in accordance with Force10’s instructions, (ii) has been mishandled, misused, lied or maintained or stored otherwise than in conformity with Force10’s applicable product published specifications, (iii) has been subjected to abnormal physical or electrical stress, environment, negligence, act of God, or accident. Any product sold or, in the case of software, licensed, for evaluation, testing, or demonstration purposes for which Force10 does not receive a purchase of payment price or license fee is provided "AS IS" with no warranty and will only be used for testing or evaluation, as authorized by Force10, and not used for production use. The warranties and disclaimers are inclusive of Force10 and its authorized resellers, suppliers and licensors. Force10 LIMITED WARRANTIES, IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, SATISFACTORY QUALITY, TITLE, NON-INFRINGEMENT, OR ARISING FROM COURSE OF PERFORMANCE, DEALING, USAGE OF TRADE . SUCH LIMITATIONS OR EXCLUSIONS MAY NOT APPLY TO CUSTOMER IN JURISDICTIONS THAT DO NOT ALLOW THE EXCLUSION OF IMPLIED WARRANTIES OR LIMITATIONS ON HOW LONG AN IMPLIED WARRANTY MAY LAST. IN NO EVENT WILL FORCE10 BE LIABLE FOR ANY DAMAGES, INCLUDING ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL, PUNITIVE OR CONSEQUENTIAL DAMAGES ARISING OUT OF OR IN CONNECTION WITH THE USE OR inability TO USE THE SOFTWARE OR HARDWARE EVEN IF FORCE10 KNEW OR SHOULD HAVE KNOWN OF THE POSSIBILITY OF SUCH DAMAGES.

EXHIBIT C
Confidentiality Agreement
Exhibit C

Agreed Specification of Services
Regarding the Duty to Safeguard Private Information and Confidentiality
(Confidentiality Agreement)

These specifications serve to document agreed upon requirements regarding the duty to safeguard data that is or may become available to Contractor in the course of providing services to and/or on behalf of the University.

Contractor shall comply with the following requirements unless otherwise directed by law or judicial and/or administrative order or prohibited from complying by law or judicial and/or administrative order:

Contractor shall implement, maintain and use appropriate administrative, technical and physical security measures to preserve the confidentiality, integrity and availability of all University data received from, or on behalf of the University.

1. PERSONAL DATA
a.) CONFIDENTIAL DATA. The data available to Contractor in the course of providing technical support to or on behalf of the University may contain data associated with students, faculty, staff, customers, clients, members of the public, or other individuals affiliated with the University. Information related to such individuals may be protected by federal and/or state laws and regulations, and/or established industry standards. In particular, the contents of such data or information stored and maintained by Contractor may be protected by the Health Insurance Portability and Accountability Act ("HIPAA"), Gramm-Leach Bliley Act ("GLBA"), Electronic Communications Privacy Act ("ECPA"), federal Red Flags Rule regulations, Federal Trade Commission regulations, Internal Revenue Service regulations and/or other state or federal laws as amended from time to time, and/or by the Payment Card Industry Data Security Standards ("PCIDSS"), as amended or updated from time to time.

b.) Data or information to which Contractor may become privy in conducting its work for or on behalf of the University shall not be disclosed or shared with any third party by Contractor, except as permitted by the terms of this Agreement or to subcontractors whose services are necessary for Contractor to carry out its services and only then to subcontractors who have agreed to maintain the confidentiality of the data to the same extent required of Contractor under this Agreement.

c.) In the event any third party seeks to access protected and confidential data or information, such access shall be through the University, and Contractor shall only retrieve such data or information as identified by the University or as otherwise required by federal and/or state law. Contractor shall not provide direct access to such data or information or respond to individual requests.

d.) Should Contractor receive a court order or lawfully issued subpoena seeking the release of such data or information, Contractor shall promptly inform the University of its receipt of such court order or lawfully issued subpoena prior to releasing the requested data or information.

2. BREACH OF CONFIDENTIALITY. In the event that a security breach for which Contractor is solely responsible exposes the University's confidential data or information to a third party, Contractor will take immediate steps to limit and mitigate such security breach as well as provide immediate notification and information, if known, regarding the breach to the University. Contractor agrees that it shall bear all costs, including, but not limited to, providing notification and identity theft protection for a period of not less than
one (1) year, to those affected or potentially affected by any such breach that is found to be solely caused by Contractor's acts or omissions.

3. **NOTIFICATION.** For the purpose of notification to the University of an actual or potential security breach, the following individuals, or their successors, should be contacted, by phone or fax and in writing:
   - Chief Information System and Security Officer, University Information Technology Services, University of Connecticut, Math Sciences Building, 196 Auditorium Road, Unit 3138, Storrs, CT 06269-3138, Phone: (860) 486-3743, Fax: (860) 486-5744
   - Assistant Director of Compliance/Privacy, Office of Audit, Compliance & Ethics, University of Connecticut, 9 Walters Avenue, Unit 5084, Storrs, Connecticut 06269-5084, Phone: (860) 486-5256, Fax: (860) 486-4527

4. **RETURN/DESTRUCTION OF DATA.** Upon expiration or termination of the Agreement, Contractor shall return and/or destroy all data or information received from the University in a manner as may be determined between the parties in accordance with agreed upon standards and procedures. Contractor shall not retain copies of any data or information received from the University once the University has directed Contractor as to how such information shall be returned to the University and/or destroyed. Furthermore, Contractor shall ensure that it disposes of any and all data or information received from the University in the agreed upon manner that the confidentiality of the contents of such records has been maintained. If Contractor destroys the information, Contractor shall provide the University with written confirmation of the method and date of destruction of the data.

5. **PROTECTION OF CONFIDENTIAL INFORMATION.** Contractor agrees that it shall not disclose, provide or otherwise make available proprietary or Confidential Information disclosed to Contractor by the University to any person other than authorized employees, and those employees or agents of Contractor whose use of or access to the Confidential Information is necessary in connection with the work being performed by Contractor for or on behalf of the University. Contractor further agrees that it shall not use Confidential Information for any purpose other than in the performance of the work being conducted for or on behalf of the University. Contractor shall use all Commercially Reasonable precautions to protect the confidentiality of the Confidential Information, and shall ensure that all employees, agents or contractors of Contractor having access to the Confidential Information understand the Commercially Reasonable precautions in place, and agree to abide by such precautions.

6. **IDENTITY THEFT PREVENTION.** In an effort to combat identity theft, the University maintains a comprehensive Identity Theft Prevention Program with a goal of protecting the personal information of students, employees, affiliates and customers. In the course of performing its duties under this Agreement and through its work for or on behalf of the University, Contractor may collect, access and/or receive personal information pertaining to University students, employees, affiliates and customers that can be linked to identifiable individuals (hereinafter "Personal Information"). Such Personal Information is Confidential Information of the University. It is the University's expectation that Contractor will assist the University in its identity theft prevention efforts under the University's Identity Theft Prevention Program. Contractor shall collect, access, receive and/or use such Personal Information solely for the purposes of conducting its work for or on behalf of the University and otherwise in compliance with any and all applicable federal and/or state laws. Additionally, Contractor shall safeguard such information in compliance with all applicable federal and state laws, including but not limited to the Fair Credit Transactions Act of 2003 and any regulations promulgated thereunder (e.g., Red Flags Rule regulations), including implementing appropriate policies or procedures for detecting and identifying possible identity theft and similar fraudulent or potentially fraudulent activities, and notify the University of any such suspicious activities. For the
purpose of notification to the University, upon identification of a potential or actual issue of identity theft, Contractor shall immediately contact:

- Assistant Director of Compliance/Privacy, Office of Audit, Compliance & Ethics, University of Connecticut, 9 Walters Avenue, Unit 5084, Storrs, Connecticut 06269-5084, Phone: (860) 486-5256, Fax: (860) 486-4527

The provisions of this Confidentiality Agreement shall survive the expiration or earlier termination of the Agreement.
EXHIBIT D
Dell End User License Agreement – Type A
License Agreements

Dell End User License Agreement — A Version

1. License. Subject to the terms, conditions and restrictions of this EULA (as a condition to the grant below), Dell hereby grants you a limited, personal, nonexclusive, nontransferable, nonassignable license, without rights to sublicense, to install or have installed, display and use the Software (in object code form only) solely for internal purposes, only on as many computers, devices and/or in such configurations as expressly permitted by Dell (e.g. as set forth in the applicable Dell sales quote or invoice), on one computer device if no other entitlement is specified, and for such period specified in a term license, or perpetually if no term is specified.

2. License Limitations and Conditions. This license is conditioned upon Dell receiving your timely payment of any fees or royalties applicable to the Software or to any hardware in which the Software may be loaded. You may not copy the Software except for a reasonable number of copies solely as needed for backup or archival purposes or as otherwise expressly permitted in Section 1 “License” above. You may not modify or remove any titles, trademarks or trade names, copyright notices, legends, or other proprietary notices or markings on or in the Software. The rights granted herein are limited to Dell’s and its licensors’ and suppliers’ intellectual property rights in the Software and do not include any other third party’s intellectual property rights. If the Software was provided to you on removable media (e.g., CD, DVD, or USB drive), you may own the media on which the Software is recorded but Dell, Dell’s licensor(s) and/or supplier(s) retain ownership of the Software itself and all related intellectual property rights. If the package accompanying your Dell computer or device contains optical discs or other storage media, you may use only the media appropriate for your computer or device. You may not use the optical discs or storage media on another computer, device or network, or loan, rent, lease or transfer them to another user except as permitted by this Agreement. You are not granted any rights to any trademarks or service marks of Dell or any of its licensors or suppliers. The use of any other software, including any software package or file, whether licensed to you separately by Dell or by a third party, is subject to the terms and conditions that come with or are associated with such software.

3. Rights Reserved. THE SOFTWARE IS LICENSED, NOT SOLD. Except for the license expressly granted in this EULA, Dell, on behalf of itself and its licensors and suppliers, retains all right, title, and interest in and to the Software and in all related content, materials, copyrights, trade secrets, patents, trademarks, derivative works and any other intellectual and industrial property and proprietary rights, including moral rights, registrations,
applications, renewals and extensions of such rights (the "Works"). The rights in these Works are valid and
protected in all forms, media and technologies existing now or hereafter developed and any use other than an
expressly set forth herein, including the reproduction, modification, distribution, transmission, adaptations,
translation, display, republication or performance of the Works is strictly prohibited. Dell, on behalf of itself and
its licensors and suppliers, retains all rights not expressly granted herein.

4. Restrictions. Except as otherwise provided herein or expressly agreed by Dell, you may not, and you will
undertake reasonable efforts to not allow a third party to: (A) sell, lease, license, sublicense, assign, distribute or
otherwise transfer or encumber by any means (including by lien, hypothecation or otherwise) in whole or in part
the Software; (B) provide, make available to, or permit use of the Software in whole or in part by, any third
party, including contractors, without Dell's prior written consent, unless such use by the third party is solely on
your behalf, is strictly in compliance with the terms and conditions of this EULA, and you are liable for any
breach of this EULA by such third party (a "Permitted Third Party"); (C) copy, reproduce, republish, upload, post
or transmit the Software in any way; (D) decompile, disassemble, reverse engineer, or otherwise attempt to
derive source code (or underlying ideas, algorithms, structure or organization) from the Software program, in
whole or in part; (E) modify or create derivative works based upon the Software; (F) use the Software on a
service bureau, rental or managed services basis or permit other individuals or entities to create internet "links"
to the Software or "frame" or "mirror" the Software on any other server or wireless or Internet-based device; (G)
use the Software to create a competitive offering; or (H) share or publish the results of any benchmarking of the
Software without Dell's prior written consent. You may not, and will not allow a Permitted Third Party to, use
the Software in excess of the number of licenses purchased from or expressly authorized by Dell.

5. Compliance. Upon request by Dell, you will certify in writing that all internal use of the Software is in
compliance with the terms of this EULA, and you have used reasonable efforts to instruct end users about the terms
of this EULA.

6. Non-Transferability. This license is non-transferable. You may not distribute, sublicense, assign, share, sell,
grant a security interest in, use for service bureau purposes, or otherwise transfer the Software or your license
to use the Software without the prior written consent of Dell, and then only upon a permanent transfer of the
hardware on which the Software may be loaded and provided all Software is included in such transfer and you
retain no copies of the Software.

7. Support and Subscription Services Not Included. Dell does not provide any maintenance or support services
under this EULA. Maintenance and support services, if any, are provided under a separate agreement, which may
be located at www.dell.com/servicecontracts/global.

8. Termination. Dell may terminate this EULA immediately and without prior notice if you fail to comply with
any term or condition of this EULA or if Dell does not receive timely payment for the licenses to the Software or
for the hardware to which Software is loaded, if any. In addition, Dell may terminate any license to Software
distributed for free, at any time in its sole discretion. This EULA will terminate automatically if you fail to
comply with any of its terms or if the license term ends. You may terminate this EULA at any time on written
notice to Dell. In the event of termination of this EULA, all licenses granted hereunder shall automatically
terminate and you must immediately cease use of the Software and return or destroy all copies of the Software.
The parties recognize and agree that their obligations under Sections 2, 3, 4, 5, 6, 8, 9, 10, 11, 12, 13, 15, 16,
17, 18, 19, 20, 21, 22 and 23 of this EULA, as well as obligations for payment, shall survive the cancellation,
termination and/or expiration of this EULA, and/or the licenses granted hereunder. Except if the EULA is
terminated under Section 12 (D), Dell will not have any obligation upon the termination of this EULA to refund
any portion of any license fee.

9. Export, Import and Government Restrictions. The Software is subject to U.S. export laws as well as the laws
of the country where it is delivered or used. You agree to abide by these laws. Under these laws, the Software
may not be sold, leased or transferred to embargoed countries (currently Cuba, Iran, North Korea, Sudan and
Syria), other restricted countries, restricted end-users, or for restricted end-uses. You specifically agree that the
Software will not be used for activities related to weapons of mass destruction, including but not limited to,
activities related to the design, development, production or use of nuclear materials, nuclear facilities, or
nuclear weapons, missiles or support of missile projects, or chemical or biological weapons. You understand that
certain functionality of the Software, such as encryption or authentication, may be subject to import or export
restrictions in the event that you transfer the Software from the country of delivery and you
are responsible for complying with applicable restrictions.

The Software and documentation 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
Government end users acquire the Software and documentation with only those rights set forth herein.
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13. Development Tools. If the Software includes development tools, such as scripting tools, APIs (application programming interface s), or sample scripts (collectively "Development Tools") and unless there is a separate agreement between you and Dell for the Development Tools, you may use such Development Tools to create new scripts and code for the purpose of customizing your use of the Software (within the parameters set forth in this EULA and within the parameters set forth in the Development Tools themselves) and for no other purpose.
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18. Right to Preliminary and Injunctive Relief. You agree that money damages may be an inadequate remedy for Dell in the event of a breach or threatened breach by you of the provisions set forth in this EULA; therefore, in the event of a breach or threatened breach of any such provisions, Dell may, in addition to any other remedies to which it may be entitled, seek preliminary or injunctive relief. The parties acknowledge and agree that nothing in this Agreement shall be construed as a waiver by the State of Connecticut or the University of any rights or defenses of sovereign immunity, which it may have had, now has, or will have with respect to all matters arising out of this Agreement. To the extent that this provision conflicts with any other provision hereunder, this provision shall govern.

19. Choice of Law. THIS AGREEMENT AND ANY CLAIMS UNDER ANY THEORY OF LIABILITY IN ANY WAY TO THIS AGREEMENT OR ANY RELATIONSHIPS CONTEMPLATED HEREIN SHALL BE GOVERNED AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF CONNECTICUT, U.S.A., WITHOUT REGARD TO ITS PRINCIPLES OF CONFLICTS OF LAW AND EXCLUSIVE OF ANY PROVISIONS OF THE UNITED NATIONS CONVENTION ON THE INTERNATIONAL SALE OF GOODS.

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21. No Waiver. No waiver of breach or failure to exercise any option, right, or privilege under the terms of this EULA on any occasion by Dell shall be construed to be a waiver of a subsequent breach or right to exercise any option, right, or privilege.

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(A Version - Rev. 01/14/2014)
EXHIBIT E
Dell End User License Agreement -- Type S
License Agreements

Dell End User License Agreement — S Version

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17. **Right to Preliminary and Injunctive Relief.** You agree that money damages may be an inadequate remedy for Dell in the event of a breach or threatened breach by you of the provisions set forth in this EULA; therefore, in the event of a breach or threatened breach of any such provisions, Dell may, in addition to any other remedies to which it may be entitled, seek preliminary or injunctive relief. The parties acknowledge and agree that nothing in this Agreement shall be construed as a waiver by the State of Connecticut or the University of any rights or defenses of sovereign immunity, which it may have had, now has, or will have with respect to all matters arising out of this Agreement. To the extent that this provision conflicts with any other provision hereunder, this provision shall govern.

18. **Choice of Law.** This Agreement and any claims under any theory of liability in any way to this Agreement or any relationships contemplated herein shall be governed and construed in accordance with the laws of the State of Connecticut, U.S.A., without regard to its principles of conflicts of law and exclusive of any provisions of the United Nations Convention on the International Sale of Goods.

19. **Dispute Resolution and Binding Individual Arbitration.** Any claim, dispute, or controversy (whether in contract, tort, or otherwise, whether preexisting, present or future, and including statutory, common law, intentional tort and equitable claims) between you and Dell arising out of or in connection with this EULA, or the breach, termination or validity thereof shall be resolved as set forth in the Agreement.

20. **No Waiver.** No waiver of breach or failure to exercise any option, right, or privilege under the terms of this EULA on any occasion by Dell shall be construed to be a waiver of a subsequent breach or right to exercise any option, right, or privilege.

21. **No Assignment.** Except as provided in Section 6, Customer may not assign or transfer its interests, rights or obligations under this EULA, in whole or in part, whether voluntarily, by contract, or by merger (whether that party is the surviving or disappearing entity), stock or asset sale, consolidation, dissolution, through government action or order, or otherwise. Any attempt to assign this EULA without prior written consent from an authorized executive of officer of Dell shall be null and void.
This notice is provided under the authority of Connecticut General Statutes §9-612(g)(2), as amended by P.A. 10-1, and is for the purpose of informing state contractors and prospective state contractors of the following law (italicized words are defined on the reverse side of this page).

CAMPAIGN CONTRIBUTION AND SOLICITATION LIMITATIONS

No state contractor, prospective state contractor, principal of a state contractor or principal of a prospective state contractor, with regard to a state contract or state contract solicitation with or from a state agency in the executive branch or a quasi-public agency or a holder, or principal of a holder of a valid prequalification certificate, shall make a contribution to (i) an exploratory committee or candidate committee established by a candidate for nomination or election to the office of Governor, Lieutenant Governor, Attorney General, State Comptroller, Secretary of the State or State Treasurer, (ii) a political committee authorized to make contributions or expenditures to or for the benefit of such candidates, or (iii) a party committee (which includes town committees).

In addition, no holder or principal of a holder of a valid prequalification certificate, shall make a contribution to (i) an exploratory committee or candidate committee established by a candidate for nomination or election to the office of State senator or State representative, (ii) a political committee authorized to make contributions or expenditures to or for the benefit of such candidates, or (iii) a party committee.

On and after January 1, 2011, no state contractor, prospective state contractor, principal of a state contractor or principal of a prospective state contractor, with regard to a state contract or state contract solicitation with or from a state agency in the executive branch or a quasi-public agency or a holder, or principal of a holder of a valid prequalification certificate, shall knowingly solicit contributions from the state contractor's or prospective state contractor's employees or from a subcontractor or principals of the subcontractor on behalf of (i) an exploratory committee or candidate committee established by a candidate for nomination or election to the office of Governor, Lieutenant Governor, Attorney General, State Comptroller, Secretary of the State or State Treasurer, (ii) a political committee authorized to make contributions or expenditures to or for the benefit of such candidates, or (iii) a party committee.

DUTY TO INFORM

State contractors and prospective state contractors are required to inform their principals of the above prohibitions, as applicable, and the possible penalties and other consequences of any violation thereof.

PENALTIES FOR VIOLATIONS

Contributions or solicitations of contributions made in violation of the above prohibitions may result in the following civil and criminal penalties:

Civil penalties—Up to $2,000 or twice the amount of the prohibited contribution, whichever is greater, against a principal or a contractor. Any state contractor or prospective state contractor which fails to make reasonable
efforts to comply with the provisions requiring notice to its principals of these prohibitions and the possible consequences of their violations may also be subject to civil penalties of up to $2,000 or twice the amount of the prohibited contributions made by their principals.

Criminal penalties—Any knowing and willful violation of the prohibition is a Class D felony, which may subject the violator to imprisonment of not more than 5 years, or not more than $5,000 in fines, or both.

CONTRACT CONSEQUENCES

In the case of a state contractor, contributions made or solicited in violation of the above prohibitions may resulting the contract being voided.

In the case of a prospective state contractor, contributions made or solicited in violation of the above prohibitions shall result in the contract described in the state contract solicitation not being awarded to the prospective state contractor, unless the State Elections Enforcement Commission determines that mitigating circumstances exist concerning such violation.

The State shall not award any other state contract to anyone found in violation of the above prohibitions for a period of one year after the election for which such contribution is made or solicited, unless the State Elections Enforcement Commission determines that mitigating circumstances exist concerning such violation.

Additional information may be found on the website of the State Elections Enforcement Commission, www.ct.gov/seec. Click on the link to “Lobbyist/Contractor Limitations.”

DEFINITIONS

“State contractor” means a person, business entity or nonprofit organization that enters into a state contract. Such person, business entity or nonprofit organization shall be deemed to be a state contractor until December thirty-first of the year in which such contract terminates. “State contractor” does not include a municipality or any other political subdivision of the state, including any entities or associations duly created by the municipality or political subdivision exclusively amongst themselves to further any purpose authorized by statute or charter, or an employee in the executive or legislative branch of state government or a quasi-public agency, whether in the classified or unclassified service and full or part-time, and only in such person’s capacity as a state or quasi-public agency employee.

“Prospective state contractor” means a person, business entity or nonprofit organization that (i) submits a response to a state contract solicitation by the state, a state agency or a quasi-public agency, or a proposal in response to a request for proposals by the state, a state agency or a quasi-public agency, until the contract has been entered into, or (ii) holds a valid prequalification certificate issued by the Commissioner of Administrative Services under section 4a-100. “Prospective state contractor” does not include a municipality or any other political subdivision of the state, including any entities or associations duly created by the municipality or political subdivision exclusively amongst themselves to further any purpose authorized by statute or charter, or an employee in the executive or legislative branch of state government or a quasi-public agency, whether in the classified or unclassified service and full or part-time, and only in such person’s capacity as a state or quasi-public agency employee.

“Principal of a state contractor or prospective state contractor” means (i) any individual who is a member of the board of directors of, or has an ownership interest of five per cent or more in, a state contractor or prospective state contractor, which is a business entity, except for an individual who is a member of the board of directors of a nonprofit organization, (ii) an individual who is employed by a state contractor or prospective state contractor, which is a business entity, as president, treasurer or executive vice president, (iii) an individual who is the chief executive officer of a state contractor or prospective state contractor, which is not a business entity, or if a state contractor or prospective state contractor has no such officer, then the officer who duly possesses comparable powers and duties, (iv) an officer or an employee of any state contractor or prospective state contractor who has managerial or discretionary responsibilities with respect to a state contract, (v) the spouse or a dependent child who is eighteen years of age or older of an individual described in this subparagraph, or (vi) a political committee established or controlled by an individual described in this subparagraph or the business entity or nonprofit organization that is the state contractor or prospective state contractor.

“State contract” means an agreement or contract with the state or any state agency or any quasi-public agency, let through a procurement process or otherwise, having a value of fifty thousand dollars or more, or a combination or series of such agreements or contracts having a value of one hundred thousand dollars or more in a calendar year, for (i) the rendition of services, (ii) the furnishing of any goods, materials, supplies, equipment or any items of any kind, (iii) the construction, alteration or repair of any public building or public work, (iv) the acquisition, sale or lease of any land or building, (v) a
licensing arrangement, or (vi) a grant, loan or loan guarantee. “State contract” does not include any agreement or contract with the state, any state agency or any quasi-public agency that is exclusively federally funded, an education loan, a loan to an individual for other than commercial purposes or any agreement or contract between the state or any state agency and the United States Department of the Navy or the United States Department of Defense.

“State contract solicitation” means a request by a state agency or quasi-public agency, in whatever form issued, including, but not limited to, an invitation to bid, request for proposals, request for information or request for quotes, inviting bids, quotes or other types of submittals, through a competitive procurement process or another process authorized by law waiving competitive procurement.

“Managerial or discretionary responsibilities with respect to a state contract” means having direct, extensive and substantive responsibilities with respect to the negotiation of the state contract and not peripheral, clerical or ministerial responsibilities.

“Dependent child” means a child residing in an individual’s household who may legally be claimed as a dependent on the federal income tax of such individual.

“Solicit” means (A) requesting that a contribution be made, (B) participating in any fund-raising activities for a candidate committee, exploratory committee, political committee or party committee, including, but not limited to, forwarding tickets to potential contributors, receiving contributions for transmission to any such committee or bundling contributions, (C) serving as chairperson, treasurer or deputy treasurer of any such committee, or (D) establishing a political committee for the sole purpose of soliciting or receiving contributions for any committee. Solicit does not include: (i) making a contribution that is otherwise permitted by Chapter 155 of the Connecticut General Statutes; (ii) informing any person of a position taken by a candidate for public office or a public official, (iii) notifying the person of any activities of, or contact information for, any candidate for public office; or (iv) serving as a member in any party committee or as an officer of such committee that is not otherwise prohibited in this section.

“Subcontractor” means any person, business entity or nonprofit organization that contracts to perform part or all of the obligations of a state contractor’s state contract. Such person, business entity or nonprofit organization shall be deemed to be a subcontractor until December thirty first of the year in which the subcontract terminates. “Subcontractor” does not include (i) a municipality or any other political subdivision of the state, including any entities or associations duly created by the municipality or political subdivision exclusively amongst themselves to further any purpose authorized by statute or charter, or (ii) an employee in the executive or legislative branch of state government or a quasi-public agency, whether in the classified or unclassified service and full or part-time, and only in such person’s capacity as a state or quasi-public agency employee.

“Principal of a subcontractor” means (i) any individual who is a member of the board of directors of, or has an ownership interest of five per cent or more in, a subcontractor, which is a business entity, except for an individual who is a member of the board of directors of a nonprofit organization, (ii) an individual who is employed by a subcontractor, which is a business entity, as president, treasurer or executive vice president, (iii) an individual who is the chief executive officer of a subcontractor, which is not a business entity, or if a subcontractor has no such officer, then the officer who duly possesses comparable powers and duties, (iv) an officer or an employee of any subcontractor who has managerial or discretionary responsibilities with respect to a subcontract with a state contractor, (v) the spouse or a dependent child who is eighteen years of age or older of an individual described in this subparagraph, or (vi) a political committee established or controlled by an individual described in this subparagraph or the business entity or nonprofit organ
NOTICE TO EXECUTIVE BRANCH STATE CONTRACTORS AND PROSPECTIVE STATE CONTRACTORS OF CAMPAIGN CONTRIBUTION AND SOLICITATION LIMITATIONS

This notice is provided under the authority of Connecticut General Statutes §9-612(g)(2), as amended by P.A. 10-1, and is for the purpose of informing state contractors and prospective state contractors of the following law (italicized words are defined on the reverse side of this page).

CAMPAIGN CONTRIBUTION AND SOLICITATION LIMITATIONS

No state contractor, prospective state contractor, principal of a state contractor or principal of a prospective state contractor, with regard to a state contract or state contract solicitation with or from a state agency in the executive branch or a quasi-public agency or a holder, or principal of a holder of a valid prequalification certificate, shall make a contribution to (i) an exploratory committee or candidate committee established by a candidate for nomination or election to the office of Governor, Lieutenant Governor, Attorney General, State Comptroller, Secretary of the State or State Treasurer, (ii) a political committee authorized to make contributions or expenditures to or for the benefit of such candidates, or (iii) a party committee (which includes town committees).

In addition, no holder or principal of a holder of a valid prequalification certificate, shall make a contribution to (i) an exploratory committee or candidate committee established by a candidate for nomination or election to the office of State senator or State representative, (ii) a political committee authorized to make contributions or expenditures to or for the benefit of such candidates, or (iii) a party committee.

On and after January 1, 2011, no state contractor, prospective state contractor, principal of a state contractor or principal of a prospective state contractor, with regard to a state contract or state contract solicitation with or from a state agency in the executive branch or a quasi-public agency or a holder, or principal of a holder of a valid prequalification certificate, shall knowingly solicit contributions from the state contractor's or prospective state contractor's employees or from a subcontractor or principals of the subcontractor on behalf of (i) an exploratory committee or candidate committee established by a candidate for nomination or election to the office of Governor, Lieutenant Governor, Attorney General, State Comptroller, Secretary of the State or State Treasurer, (ii) a political committee authorized to make contributions or expenditures to or for the benefit of such candidates, or (iii) a party committee.

DUTY TO INFORM

State contractors and prospective state contractors are required to inform their principals of the above prohibitions, as applicable, and the possible penalties and other consequences of any violation thereof.

PENALTIES FOR VIOLATIONS

Contributions or solicitations of contributions made in violation of the above prohibitions may result in the following civil and criminal penalties:

Civil penalties—Up to $2,000 or twice the amount of the prohibited contribution, whichever is greater, against a principal or a contractor. Any state contractor or prospective state contractor which fails to make reasonable
efforts to comply with the provisions requiring notice to its principals of these prohibitions and the possible consequences of their violations may also be subject to civil penalties of up to $2,000 or twice the amount of the prohibited contributions made by their principals.

Criminal penalties—Any knowing and willful violation of the prohibition is a Class D felony, which may subject the violator to imprisonment of not more than 5 years, or not more than $5,000 in fines, or both.

CONTRACT CONSEQUENCES

In the case of a state contractor, contributions made or solicited in violation of the above prohibitions may resulting the contract being voided.

In the case of a prospective state contractor, contributions made or solicited in violation of the above prohibitions shall result in the contract described in the state contract solicitation not being awarded to the prospective state contractor, unless the State Elections Enforcement Commission determines that mitigating circumstances exist concerning such violation.

The State shall not award any other state contract to anyone found in violation of the above prohibitions for a period of one year after the election for which such contribution is made or solicited, unless the State Elections Enforcement Commission determines that mitigating circumstances exist concerning such violation.

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